

**PROJECT AGREEMENT
TO BUILD AND FINANCE
THE ROYAL VICTORIA HOSPITAL OF BARRIE
PROJECT**

PROPRIETARY AND CONFIDENTIAL

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THIS AGREEMENT is made as of the 4th day of February, 2009

BETWEEN:

THE ROYAL VICTORIA HOSPITAL OF BARRIE, a non-share capital corporation incorporated under the laws of Ontario

(“**Owner**”)

AND:

VANMED CONSTRUCTION CORPORATION, a corporation incorporated under the laws of Ontario

(“**Project Co**”)

WHEREAS:

- A. Owner, as owner of the Site, with the assistance of Infrastructure Ontario, wishes to procure the finance and construction of the Project in order to improve access to health care facilities and the quality and efficiency of the services provided to patients of the Existing Facility.
- B. Owner and Project Co wish to enter into this Project Agreement which sets out the terms and conditions upon which Project Co shall perform the Work.
- C. The overriding priorities of Owner in entering into and implementing this Project Agreement are the health and safety of the patients and the staff of the Facility, the healthcare needs of the patients and the provision of first-rate healthcare services.
- D. The Project will proceed as an alternative financing and procurement project under MEI’s ReNew Ontario infrastructure investment plan, and complies with the principles set out in MEI’s *Building a Better Tomorrow: An Infrastructure Planning, Financing and Procurement Framework for Ontario’s Public Sector* (the “**IPFP Framework**”).
- E. The IPFP Framework establishes 5 fundamental principles which guide the financing and procurement of public infrastructure projects in Ontario:
 - 1. The public interest is paramount.
 - 2. Value for money must be demonstrable.
 - 3. Appropriate public control/ownership must be preserved.
 - 4. Accountability must be maintained.
 - 5. All processes must be fair, transparent and efficient.

- F. The IPFP Framework states that, consistent with the principle of appropriate public ownership/control, public ownership of public assets will be preserved in the hospital sector.
- G. The Authority is responsible for the development, coordination, maintenance and funding of health services, including a balanced and integrated system of hospitals, nursing homes, laboratories, ambulances, other health facilities and providers to meet the health needs of the people of Ontario.
- H. Owner has been authorized to execute this Project Agreement by the Authority (it being acknowledged by the parties to this Project Agreement that such authorization or any approvals by the Authority of the Project in accordance with the *Public Hospitals Act* (Ontario) or Authority policies, in no way obligates the Authority or the Province under this Project Agreement or otherwise in respect of the Project).
- I. Project Co recognizes and understands that Owner is a public hospital under the *Public Hospitals Act* (Ontario) and is therefore subject to a highly regulated legal and operational environment.

NOW THEREFORE in consideration of the mutual covenants and agreements of the Parties hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions and Interpretation

- (a) This Project Agreement shall be interpreted in accordance with Schedule 1 – Definitions and Interpretation.
- (b) This Project Agreement is comprised of this executed agreement and the following documents, all of which are hereby incorporated by reference into and form part of this Project Agreement:

<u>Schedule No.</u>	<u>Description</u>
Schedule 1	Definitions and Interpretation
Schedule 2	List of Drawings and Specifications
Schedule 3	Completion Documents
Schedule 4	Project Co Information
Schedule 5	Form of Lender’s Direct Agreement
Schedule 6	Form of Construction Contract
Schedule 7	Key Personnel
Schedule 8	[REDACTED]
Schedule 9	Commissioning Program
Schedule 10	Heritage Guidelines and Protocols
Schedule 11	Change Procedure
Schedule 12	Compensation on Termination

<u>Schedule No.</u>	<u>Description</u>
Schedule 13	Insurance and Performance Security
Schedule 14	Dispute Resolution Procedure
Schedule 15	Bid Bond
Schedule 16	Risk Assessment Guidelines
Schedule 17	Form of Insurance and Bonding Trust Agreement
Schedule 18	Payments and Holdbacks
Schedule 19	List of Project Co Parties
Schedule 20	Form of Assignable Subcontract Agreement
Schedule 21	Communications Protocol
Schedule 22	Form of Performance Guarantee of Construction Guarantor
Schedule 23	Form of Assignable Subcontract Agreement for Construction Contract
Schedule 24	Form of Trust Account and Acknowledgement Agreement
Schedule 25	Legal Description of The Royal Victoria Hospital of Barrie Lands

- (c) The intent of the Contract Documents is to include the labour, Products and services necessary for the performance of the Work by Project Co in accordance with these documents.
- (d) The documents comprising the Contract Documents are complementary and what is called for by any one of them shall be interpreted as if called for by all, except in the event of conflict, in which case Section 1.2 shall apply.
- (e) Unless it is specifically provided that a consent, approval or satisfaction is in the Sole Discretion of Owner, no consent, approval or satisfaction of Owner or the Consultant shall be unreasonably withheld or delayed. If it is specifically provided that a consent, approval or satisfaction may be given or withheld in the Sole Discretion of Owner, it may be given or withheld in the sole, absolute and unfettered discretion of Owner, which may be arbitrarily exercised without any requirement to provide reasons or explanations, whatsoever (“**Sole Discretion**”).
- (f) Neither the organization of the Specifications into divisions, sections and parts, nor the arrangement of Drawings shall control Project Co in dividing the Work among the Project Co Parties or in establishing the extent of the Work to be performed by a trade.

1.2 Conflict of Terms

- (a) In the event of ambiguities, conflicts or inconsistencies between or among any of the provisions of this Project Agreement and the other Contract Documents, the provisions shall govern in the following order of precedence with each taking precedence over those listed subsequently, unless otherwise expressly provided therein or herein:

- (i) the provisions of amendments in writing to this Project Agreement signed by the Parties and Change Orders shall govern and take precedence only over those specific provisions of this Project Agreement and the other Contract Documents expressly amended thereby;
 - (ii) any provision establishing a higher standard of safety, reliability, durability, performance or service shall take precedence over a provision establishing a lower standard of safety, reliability, durability, performance or service;
 - (iii) the body of this Project Agreement;
 - (iv) the Schedules to this Project Agreement;
 - (v) the Addenda;
 - (vi) Divisions 0 and 1 of the Specifications;
 - (vii) Divisions 2 through 17 of the Specifications;
 - (viii) material and finishing schedules;
 - (ix) Drawings;
 - (x) drawings of larger scale shall govern over those of smaller scale of the same date;
 - (xi) dimensions shown on drawings shall govern over dimensions scaled from drawings;
 - (xii) later dated documents shall govern over earlier documents of the same type;
 - (xiii) if an item is shown on one document, it shall be deemed to be part of the Work; and
 - (xiv) written descriptions and words shall govern over graphic depictions.
- (b) If the ambiguity, conflict or inconsistency is between a provision of general application and a provision that applies only to a specific part of the Work, the provision that applies to the specific part of the Work shall govern for that specific part of the Work.
- (c) If any ambiguity, conflict or inconsistency is not readily resolved by the foregoing provisions of this Section 1.2, then Project Co or Owner, upon discovery of same, shall immediately give notice to the Consultant. The Consultant shall, within 10 Business Days after such notice, make a determination of which provision governs and give notice of such determination, in writing, to Project Co.

- (d) Owner and Project Co shall comply with the determination of the Consultant pursuant to this Section 1.2 unless Owner or Project Co disputes the decision of the Consultant, in which event such Dispute may be referred for resolution in accordance with Schedule 14 - Dispute Resolution Procedure.

1.3 Conflict with Lender's Direct Agreement

- (a) In the event of ambiguities, conflicts or inconsistencies between or among this Project Agreement and the Lender's Direct Agreement, the Lender's Direct Agreement shall prevail. Notwithstanding the forgoing, if there is any right or remedy in favour of Owner set out in the Lender's Direct Agreement or any part thereof which is not set out or provided for in the Project Agreement, such additional right or remedy shall not constitute an ambiguity, conflict or inconsistency. No review by Owner of the Lending Agreements shall constitute an acceptance of or acquiescence to any of the Lending Agreements or any term or condition thereof by Owner, and this Project Agreement and the Lender's Direct Agreement shall not be subject to any of the terms and conditions of the Lending Agreements.

1.4 Legal Requirements

- (a) Whenever standards of Applicable Law differ, the most stringent standards shall govern.

2. COMMERCIAL CLOSE AND FINANCIAL CLOSE

2.1 Effective Date

- (a) The provisions of Sections 1.1, 1.2, 1.4, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 3.1, 7.1, 7.2, 9.4, 10.1(b), 37, 38, 39, 40, 41, 42, Schedule 1, Schedule 8, Schedule 14, Schedule 15, Schedule 21 and Schedule 22 of this Project Agreement will come into effect on the date of this Project Agreement ("**Commercial Close**"). All other provisions and schedules will come into effect only on Financial Close.

2.2 Bid Security

- (a) Owner and Project Co acknowledge that the Bid Security has been delivered by Project Co to Owner and is now held by Owner pursuant to the provisions of this Article 2.

2.3 Financial Close

- (a) On or before the Financial Close Target Date:
 - (i) subject to Section 2.6, Project Co shall deliver to Owner the documents referred to in Section 1 of Schedule 3 – Completion Documents; and

- (ii) subject to Section 2.5, Owner shall deliver to Project Co the documents referred to in Section 2 of Schedule 3 – Completion Documents.
- (b) Prior to Financial Close, Project Co shall deliver drafts of the Lending Agreements to Owner in order to give Owner a reasonable opportunity to review the draft Lending Agreements and in any event, not later than the time set out in Section 2.5(a)(iv).

2.4 Forfeiture of Bid Security

- (a) Subject to Section 2.4(b), if Project Co fails to achieve, through no default of Owner, Financial Close by the Financial Close Target Date (as such date may be extended by Owner in its Sole Discretion upon the request of Project Co) other than as a result of:
 - (i) the Owner Conditions in Sections 2.5(a)(i)(A), (ii) and (iii) not being satisfied or waived as provided in Section 2.5;
 - (ii) the Project Co Conditions not being satisfied or waived as provided in Section 2.6; or
 - (iii) circumstances beyond the reasonable control of Project Co, but not including either:
 - (A) lack of funds; or
 - (B) subject to Section 2.4(b), the failure to complete the Financing,

Owner will be entitled at any time thereafter to terminate this Project Agreement and to draw from the Bid Security and to retain the lesser of (A) the full amount of the Bid Security, and (B) the difference between the Guaranteed Price and the price that Owner is able to obtain from another contractor for the Work, together with all costs reasonably incurred by Owner to enter into binding agreements with such other contractor. The Parties agree that the amounts so drawn constitute liquidated damages and not a penalty. Such liquidated damages represent a genuine and reasonable pre-estimate of the damages that Owner will suffer as a result of the happening of the specified event. Such payment shall constitute full and final settlement of any and all damages that may be claimed by Owner as a result of Project Co not achieving Financial Close. For greater certainty, Owner will promptly return the Bid Security to Project Co if Financial Close is not achieved on or before the Financial Close Target Date (as such date may be extended by Owner in its Sole Discretion upon the request of Project Co) as a result of circumstances other than those which entitle Owner to draw on the Bid Security in accordance with the provisions of this Section 2.4(a).

- (b) The Parties acknowledge that arrangements with respect to the Financing may be expressly conditional on Lender being satisfied with new information or new reports that arise or are prepared after the Submission Date but before Financial

Close relating to the Work, including design, environmental or technical matters (the “**Lender Condition**”), but for greater certainty, the Lender Condition does not include satisfaction with the forms of Implementing Agreements attached to this Project Agreement and such other conditions as are customary in securing the financing for projects similar to the Project. Project Co will use diligent efforts to cause the Lender Condition to be satisfied and shall keep Owner advised of the status of such efforts. Upon request, and in any event at least 15 days prior to the Financial Close Target Date, Project Co shall provide a written report to Owner detailing the status of the progress in satisfying the Lender Condition. If Project Co or Lender notifies Owner that the Lender Condition will not be satisfied or waived and that as a direct result thereof, the Financing will not be completed, either Owner or Project Co may terminate this Project Agreement and Owner will promptly return the Bid Security to Project Co. If Owner believes, on reasonable grounds, that the Lender Condition will not be satisfied or waived and that as a result thereof the Financing will not be completed, Owner may terminate this Project Agreement, whereupon Owner will promptly return the Bid Security to Project Co. For the purposes of the foregoing and for greater certainty, the Lender Condition shall be deemed satisfied on the date which is fifteen (15) days prior to the Financial Close Target Date, unless Lender and Project Co can demonstrate to the reasonable satisfaction of Owner, that in satisfying the Lender Condition, they have revealed facts or circumstances not previously known to Project Co and/or Lender which would or are reasonably likely to promptly result in a material increase in the Cost of the Financing.

2.5 Owner Conditions

- (a) The execution and delivery of the documents referred to in Section 2 of Schedule 3 - Completion Documents, by Owner on the Financial Close Target Date is conditional upon the following:
 - (i)
 - (A) Owner is satisfied, acting reasonably, with the forms of any Implementing Agreements, other than those attached as Schedules to this Project Agreement; and
 - (B) Owner is satisfied, acting reasonably, with any changes to the attached forms of Implementing Agreements and with the forms of any other Implementing Agreements and the Implementing Agreements and the documents referred to in Section 1 of Schedule 3 – Completion Documents, have been executed and delivered to Owner by Project Co, Contractor and Lender, as applicable;
 - (ii) Owner is satisfied that all conditions and requirements of any Governmental Authority required to allow construction of the Project to proceed (other than those a Project Co Party is required to obtain under this Project Agreement) have been, or in Owner’s reasonable

determination, can be, obtained without any material delay to the initiation and progress of construction of the Project by Project Co;

- (iii) Owner has received final approval from the Authority to proceed with the Project and to enter into the form of Implementing Agreements in form and substance satisfactory to Owner, in its Sole Discretion;
- (iv) Owner has been given a reasonable opportunity, and in any event, not less than a period of 5 Business Days prior to the Financial Close Target Date, to review the Lending Agreements (it being agreed by the Parties that 5 Business Days may not necessarily constitute a reasonable opportunity for review of the Lending Agreements in all circumstances), and is satisfied, acting reasonably, that:
 - (A) it has been given a reasonable opportunity to review the Lending Agreements; and
 - (B) the Lending Agreements substantially implement the Financing Plan and are consistent with the Financial Model; and
- (v) Owner has received an opinion, in the form attached as Appendix C to Schedule 3 – Completion Documents, from counsel to each of Project Co, Contractor and Construction Guarantor, as applicable, respecting Project Co's, Contractor's and Construction Guarantor's capacity and proper authorization to enter into, and the execution, delivery and enforceability of Project Co's, Contractor's and Construction Guarantor's obligations under, the Project Agreement and each of the Implementing Agreements to which they are a party,

(collectively, the “**Owner Conditions**”).

The Owner Conditions are for the sole benefit of Owner and may be waived in whole or in part by Owner by written notice to Project Co on or before the Financial Close Target Date.

- (b) Subject to Section 2.4(a), if the Owner Conditions have not been satisfied or waived on or before the Financial Close Target Date, then Owner may terminate this Project Agreement and promptly return the Bid Security to Project Co and, subject to the provisions of this Section 2.5(b), neither Owner nor Project Co shall be liable to the other for any other damages, costs or losses resulting from the termination of this Project Agreement or for any expenses or costs incurred prior to or after the date of termination of this Project Agreement of any nature whatsoever or howsoever incurred, or related, directly or indirectly, to the Request for Proposals. Notwithstanding the foregoing, if the Owner terminates this Project Agreement as a result of the conditions in Sections 2.5(a)(ii) or 2.5(a)(iii) not being satisfied or waived on or before the Financial Close Target Date, then Project Co shall be entitled to receive an amount equal to all Direct Losses suffered, sustained or incurred by Project Co only during and relating to

the period from and after the date of execution of this Project Agreement to the date of termination of this Project Agreement up to a maximum amount of \$[REDACTED]. In the event of the termination of this Project Agreement in accordance with the preceding sentence, Project Co shall give to Owner an invoice for such Direct Losses and sufficient supporting evidence reasonably satisfactory to Owner justifying the amount of the Direct Losses. Owner shall pay the amount of such Direct Losses to Project Co within a reasonable period of time following receipt of Project Co's invoice therefor, together with a full and final release of all claims of Project Co or any Project Co Party against the Owner Indemnified Parties, in form and substance satisfactory to Owner, acting reasonably. In the event of any dispute over the calculation of such Direct Losses, any undisputed amount shall be paid in accordance with this Section 2.5(b) and the disputed amount shall be dealt with in accordance with the provisions of Appendix A (Dispute Resolution Procedure) to Schedule 12 – Compensation on Termination applied *mutatis mutandis*.

2.6 Project Co Conditions

- (a) The execution and delivery of the documents referred to in Section 1 of Schedule 3 – Completion Documents, by Project Co on the Financial Close Target Date is conditional upon the following:
 - (i) (A) each of Project Co, acting reasonably, and Lender, are satisfied with the forms of any Implementing Agreements, other than those attached as Schedules to this Project Agreement; and
 - (B) the Implementing Agreements and the documents referred to in Section 2 of Schedule 3 – Completion Documents, have been executed and delivered by Owner to Project Co, Contractor and Lender as applicable; and
 - (ii) each of Project Co, acting reasonably, and Lender is satisfied that the Funding Letter remains in full force and effect;
 - (iii) the Lender Condition has been satisfied or waived by Lender;
 - (iv) Project Co is satisfied, acting reasonably, that all conditions and requirements of any Governmental Authority required to allow construction of the Project to proceed, including all building permits (other than those a Project Co Party is required to obtain under the provisions of this Project Agreement), have been or, in Project Co's reasonable determination, can be obtained without any material delay to the initiation of and the progress of construction of the Project by Project Co;
 - (v) Project Co is satisfied, acting reasonably, that Owner has received final approval from the Authority to proceed with the Project and to enter into

this Project Agreement and the Implementing Agreements, in form and substance satisfactory to Project Co; and

- (vi) Project Co and Lender have received an opinion, in the form attached as Appendix D to Schedule 3 – Completion Documents, from Owner’s counsel respecting Owner’s capacity and proper authorization to enter into, and the execution, delivery and enforceability of Owner’s obligations under, the Project Agreement and each of the Implementing Agreements to which Owner is a party,

(collectively, the “**Project Co Conditions**”).

The Project Co Conditions are for the sole benefit of Project Co and may be waived in whole or in part by Project Co by written notice to Owner on or before the Financial Close Target Date.

- (b) Subject to Section 2.4(a), if the Project Co Conditions have not been satisfied or waived on or before the Financial Close Target Date, then Project Co may terminate this Project Agreement and Owner shall promptly return the Bid Security to Project Co and, subject to Section 2.5(b), neither Owner nor Project Co shall be liable to the other for any damages, costs or losses resulting from the termination of this Project Agreement or for any expenses or costs incurred prior to or after the date of termination of this Project Agreement whatsoever or howsoever incurred, or related, directly or indirectly, to the Request for Proposals.

3. GUARANTEED PRICE AND ADJUSTMENTS

3.1 Guaranteed Price and Adjustments

- (a) Project Co represents and warrants that the Guaranteed Price, exclusive of Value Added Tax, is [**\$258,528,472 after adjustment to Interest Reference Rate in accordance with Section 3.1(b)**], and is equal to the sum of the Cost of the Work and the Cost of the Financing. The Cost of the Work and the Cost of the Financing are as set out in the Financial Model.
- (b) Project Co represents and warrants that the Project Debt Interest Cost is based upon the Interest Reference Rate. The Project Debt Interest Cost will be adjusted once on, or within the 2 Business Days immediately prior to, Financial Close on the basis of the actual increase or decrease in the Project Debt Interest Cost resulting directly from any change upward or downward in the Interest Reference Rate as compared to the Interest Reference Rate as at the Submission Date.
- (c) The Parties:
 - (i) acknowledge that the Project Debt Interest Cost is a component of the Cost of the Financing and that the Project Debt Interest Cost is subject to adjustment under Section 3.1(b) as at the date set out in Section 3.1(b);

- (ii) acknowledge that the Cost of the Work is subject to adjustment, where provided for, under any future post-award Addenda issued to Project Co; and
 - (iii) acknowledge and agree that subject to adjustments made in accordance with the provisions of this Project Agreement, the final Guaranteed Price shall be determined on the basis of such final adjusted Cost of the Financing and the final adjusted Cost of the Work as of the date of Financial Close.
- (d) Subject to the provisions of Section 3.1(c), the Parties agree that the Guaranteed Price will not be subject to adjustment despite changes in the Work, unless such changes in the Work constitute a Change in the Scope of the Work. The Parties further agree that the Guaranteed Price will only be adjusted where the Contract Documents specifically and expressly refer to an adjustment to the Guaranteed Price, and no claim for an adjustment to the Guaranteed Price on any legal or equitable basis outside of the specific and express rights to an adjustment of the Guaranteed Price set out in the Contract Documents will be allowed. In order to be effective, any permitted adjustment to the Guaranteed Price must be provided for in a Change Order under Schedule 11 – Change Procedure.

3.2 Cash Allowances

- (a) The Guaranteed Price includes cash allowances as set out in the Specifications which shall be expended as Owner directs through the Consultant by a Cash Allowance Disbursement Authorization.
- (b) Unless otherwise indicated, cash allowances cover the net cost to Project Co of services, Products, construction machinery and equipment, freight, unloading, handling, storage, installation, and other authorized expenses incurred in performing the Work stipulated under the cash allowances but do not include any Value Added Tax payable by Owner to Project Co.
- (c) Purchases from cash allowances must be authorized by written instructions issued by the Consultant as directed by Owner and the form and methods of accounting for costs shall be agreed to by Owner, the Consultant and Project Co before proceeding with the purchase. Cash allowance review will be part of the regular site meeting.
- (d) The parties acknowledge that the following provisions apply to cash allowances included in the Guaranteed Price:
 - (i) Project Co Fee and not the cash allowances include Project Co's overhead and profit in connection with all cash allowances. Where costs under all cash allowances exceed, in the aggregate, the total amount of all cash allowances, Project Co shall be compensated for overhead and profit on the excess, as provided for in Schedule 11 – Change Procedure;

- (ii) subject to Section 3.2(d)(v), the Guaranteed Price shall be adjusted by Change Order to provide for any aggregate excess or deficit in all cash allowances;
- (iii) progress payments on account of Work authorized under cash allowances shall be included in the Consultant's monthly certificates for payment;
- (iv) modifications to the Construction Schedule shall be prepared by Project Co and reviewed by the Consultant to show when items called for under cash allowances must be authorized and/or ordered so that the progress and completion of the Work are not delayed;
- (v) any surpluses in a cash allowance may, at the election of Owner, be used to fund other cash allowances or to fund Changes in the Scope of the Work elsewhere in this Project Agreement, as may be authorized under a Change Order or a Change Directive in accordance with Schedule 11 – Change Procedure, as the case may be, but without the imposition of overhead and profit; and
- (vi) any surplus in the aggregate cash allowances remaining after the application of Section 3.2(d)(v) above, shall be credited to Owner.

4. PAYMENT

4.1 General

- (a) Subject to the provisions of the Contract Documents, Section 3.1(d), the provisions of Schedule 18 – Payments and Holdbacks, and in accordance with and subject to Applicable Law respecting holdbacks, Owner shall make the payments set out in this Article 4.

4.2 Acknowledgement by Project Co

- (a) Project Co acknowledges and agrees with Owner that, subject to the provisions of Section 8.3 of the Lender's Direct Agreement, Owner is not responsible for the payment of any Base Progress Payments nor any Legislative Holdbacks in respect thereof, except to the extent deducted from any Interim Reimbursement Payment Amount and Owner Final Reimbursement Payment.

4.3 Interim Reimbursement Payment Amount

- (a) Subject to Sections 4.4 and 4.11, Owner covenants and agrees to pay to Project Co the Interim Reimbursement Payment Amount and the applicable Value Added Tax on the Interim Reimbursement Payment Date. For greater certainty, the Parties acknowledge that the Interim Reimbursement Payment Amount is net of any Legislative Holdback required to be maintained by Owner.

4.4 Direction of Interim Reimbursement Payment Amount

- (a) Project Co hereby irrevocably directs Owner to make any Interim Reimbursement Payment Amount payment, together with applicable Value Added Tax, to Agent or as Agent may direct, as security for the Financing. Owner shall pay the Interim Reimbursement Payment Amount as directed by Project Co and shall not accept any redirection without the consent of Agent. Agent, Owner and Project Co acknowledge that any monies contributed by the Authority toward the Interim Reimbursement Payment Amount, together with any monies payable by Owner on account of the Interim Reimbursement Payment Amount from its own resources, shall be deposited directly into the Trust Account. Owner acknowledges that Project Co's interest in the Trust Account has been assigned to Agent as part of the security under the Lending Agreements, and agrees that any monies payable to Project Co hereunder that are funded by monies deposited in the Trust Account shall be paid directly to Agent or as Agent may direct out of the Trust Account in accordance with the provisions of the Trust Account Acknowledgement Agreement. Owner will pay the amounts that Project Co is entitled to hereunder once the conditions for payment set out in this Project Agreement, if any, have been satisfied. Project Co acknowledges and agrees that payment by Owner of the Interim Reimbursement Payment Amount to Agent in accordance with this Section 4.4 constitutes payment by Owner to Project Co in satisfaction of Owner's obligation to pay the Interim Reimbursement Payment Amount to Project Co under this Project Agreement and in satisfaction of any trust obligation of Owner with respect to such payments under Section 7 of the *Construction Lien Act* (Ontario) pursuant to Section 10 of the *Construction Lien Act* (Ontario).

4.5 Owner Final Reimbursement Payment

- (a) Subject to Sections 4.6 and 4.11, Owner covenants and agrees to pay to Project Co the Owner Final Reimbursement Payment and the applicable Value Added Tax on the Final Reimbursement Payment Date.

4.6 Direction of Owner Final Reimbursement Payment

- (a) Project Co hereby irrevocably directs Owner to make any Owner Final Reimbursement Payment, together with applicable Value Added Tax, to Agent or as Agent may direct, as security for the Financing. Owner shall pay the Owner Final Reimbursement Payment as directed by Project Co and shall not accept any redirection without the consent of Agent. Agent, Owner and Project Co acknowledge that any monies contributed by the Authority towards the Owner Final Reimbursement Payment, together with any monies payable by Owner on account of the Owner Final Reimbursement Payment from its own resources, shall be deposited directly into the Trust Account. Owner acknowledges that Project Co's interest in the Trust Account has been assigned to Agent as part of the security under the Lending Agreements, and agrees that any monies payable to Project Co hereunder that are funded by monies deposited in the Trust Account

shall be paid directly to Agent or as Agent may direct out of the Trust Account in accordance with the provisions of the Trust Account Acknowledgement Agreement. Owner will pay the amounts that Project Co is entitled to hereunder once the conditions for payment set out in this Project Agreement, if any, have been satisfied. Project Co acknowledges and agrees that payment by Owner of the Owner Final Reimbursement Payment to Agent in accordance with this Section 4.6 constitutes payment by Owner to Project Co in satisfaction of Owner's obligation to pay the Owner Final Reimbursement Payment to Project Co under this Project Agreement and in satisfaction of any trust obligation of Owner with respect to such payments under Section 7 of the Construction Lien Act (Ontario) pursuant to Section 10 of the Construction Lien Act (Ontario).

4.7 Payment of Substantial Completion Holdback and Balance of Guaranteed Price

- (a) Subject to Section 4.11, Owner covenants and agrees with Project Co to pay to Project Co the Substantial Completion Holdback on the Substantial Completion Holdback Payment Date and to pay to Project Co the unpaid balance of the Guaranteed Price on the date provided in Section 5.4 of Schedule 18 – Payments and Holdbacks, or as otherwise directed by Project Co and shall not accept any redirection without the consent of the person to whom payment is directed. Owner agrees to pay the Substantial Completion Holdback and the balance of the Guaranteed Price as Project Co may direct in accordance with any such direction. Project Co acknowledges and agrees that payment by Owner of the Substantial Completion Holdback and the balance of the Guaranteed Price in accordance with this Section 4.7 as Project Co may direct, constitutes payment by Owner to Project Co in satisfaction of Owner's obligation to pay the Substantial Completion Holdback and the balance of the Guaranteed Price to Project Co under this Project Agreement and in satisfaction of any trust obligation of Owner with respect to such payments under Section 7 of the *Construction Lien Act* (Ontario) pursuant to Section 10 of the *Construction Lien Act* (Ontario).

4.8 Owner Holdback

- (a) The Owner Holdback may be reduced from time to time as a result of such actions by Project Co, as confirmed by the Consultant, in accordance with the terms and conditions of this Project Agreement. To the extent the Owner Holdback is reduced from time to time, Owner shall pay the amount of the Owner Holdback reductions to Project Co or as otherwise directed by Project Co and shall not accept any redirection without the consent of the person to whom payment is directed. Owner agrees to pay the Owner Holdback reductions as Project Co may direct in accordance with any such direction. Project Co acknowledges and agrees that payment by Owner of the Owner Holdback reductions in accordance with this Section 4.8 as Project Co may direct constitutes payment by Owner to Project Co in satisfaction of Owner's obligation to pay the Owner Holdback reductions to Project Co under this Project Agreement and in satisfaction of any trust obligation of Owner with respect to such payments

under Section 7 of the *Construction Lien Act* (Ontario) pursuant to Section 10 of the *Construction Lien Act* (Ontario).

4.9 Additional Owner Payments

- (a) Unless otherwise provided in the relevant Change Order or Change Directive or in this Project Agreement, Owner will pay all Additional Owner Payments to Project Co, together with applicable Value Added Tax, on a progress payment basis in the manner and at the times contemplated by Schedule 18 – Payments and Holdbacks, or as otherwise directed by Project Co and shall not accept any redirection without the consent of the person to whom payment is directed. Owner agrees to pay the Additional Owner Payments as Project Co may direct in accordance with any such direction. Project Co acknowledges and agrees that payment by Owner of the Additional Owner Payments in accordance with this Section 4.9 as Project Co may direct, constitutes payment by Owner to Project Co in satisfaction of Owner's obligation to pay the Additional Owner Payments to Project Co under this Project Agreement and in satisfaction of any trust obligation of Owner with respect to such payments under Section 7 of the *Construction Lien Act* (Ontario) pursuant to Section 10 of the *Construction Lien Act* (Ontario).

4.10 Certified Cost to Complete

- (a) After Owner has paid the Owner Final Reimbursement Payment, it shall thereafter continue to be responsible for payment to Project Co of the Certified Cost to Complete as at the Final Reimbursement Payment Date on a progress payment basis in the manner and at the times contemplated in this Project Agreement. Owner shall pay the Certified Cost to Complete to Project Co or as otherwise directed by Project Co and shall not accept any redirection without the consent of the person to whom payment is directed. Owner agrees to pay the Certified Cost to Complete as Project Co may direct in accordance with such direction. Project Co acknowledges and agrees that payment by Owner of the Certified Cost to Complete in accordance with this Section 4.10 as Project Co may direct constitutes payment by Owner to Project Co in satisfaction of Owner's obligation to pay the Certified Cost to Complete under the Project Agreement and in satisfaction of any trust obligation of Owner with respect to such payments under Section 7 of the *Construction Lien Act* (Ontario) pursuant to Section 10 of the *Construction Lien Act* (Ontario).

4.11 Compensation on Termination

- (a) If this Project Agreement is terminated pursuant to Sections 25.3(a)(i), 26.2(a)(ii), 27.2(a), 27.2(b) or 27.3(a), then:
 - (i) Owner shall pay the Compensation Payment to Project Co, calculated and payable in accordance with Schedule 12 – Compensation on Termination; and

- (ii) the provisions of Sections 4.3 through 4.10, inclusive, shall no longer apply.
- (b) Project Co hereby irrevocably directs Owner to make any Compensation Payment to Agent, or as Agent may direct, as security for the Financing. Owner shall pay the Compensation Payment as directed by Agent and shall not accept any redirection without the consent of Agent. Any portion of a Compensation Payment funded by monies deposited to the Trust Account shall be paid directly to Agent or as Agent may direct from the Trust Account in accordance with the provisions of the Trust Account Acknowledgement Agreement. Owner will pay the Compensation Payment in accordance with the provisions of Schedule 12 – Compensation on Termination. Project Co acknowledges and agrees that payment by Owner of the Compensation Payment to Agent in accordance with this Section 4.11 constitutes payment by Owner to Project Co in satisfaction of Owner’s obligation to pay the Compensation Payment to Project Co under this Project Agreement and in satisfaction of any trust obligation of Owner with respect to such payments under Section 7 of the *Construction Lien Act* (Ontario) pursuant to Section 10 of the *Construction Lien Act* (Ontario).

4.12 Payment Due under Insurance Policies

- (a) In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payments shall be made in accordance with the provisions of the Insurance and Bonding Trust Agreement.

4.13 Establishment of Trust Account and Manner of Payment

- (a) Owner agrees that it will make commercially reasonable efforts to establish the Trust Account in conjunction with Project Co on or before Financial Close, but if not so established, then within 90 days of Financial Close. All costs and expenses associated with the establishment, maintenance and administration of the Trust Account shall be borne solely by Project Co.

4.14 Interest on Overdue Payments

- (a) Each Party shall be entitled, without prejudice to any other right or remedy, to receive interest on any payment not duly made by the other Party pursuant to the terms of this Project Agreement on the due date, calculated from day to day at a rate per annum equal to the Default Interest Rate from the day after the date on which payment was due up to and including the date of payment.
- (b) Interest shall apply at the rate and in the manner prescribed by Section 4.14(a) on the amount of any claim for which Project Co is thereafter entitled to payment, either pursuant to Schedule 14 – Dispute Resolution Procedure, or otherwise, from the date the amount would have been due and payable under this Project Agreement, had it not been in dispute, until the date it is paid. For the purposes of this Project Agreement, payments made by electronic transfer shall be deemed to have been made on the day and at the time the electronic transfer is initiated, as

confirmed by the initiating bank by a confirmation setting out the transfer number and the other details of the transfer.

4.15 Value Added Tax

- (a) Owner covenants and agrees to pay to Project Co the Value Added Tax that may be exigible with respect to any payments made by Owner to Project Co hereunder.

4.16 Set-Off

- (a) The Parties agree that their rights of set-off at law or in equity are limited to the right of:
 - (i) Owner to set off against any amounts otherwise due to Project Co pursuant to the terms of this Project Agreement, any amounts which are due to Owner by Project Co pursuant to the terms of this Project Agreement or by the Construction Guarantor pursuant to Schedule 22 – Form of Performance Guarantee of Construction Guarantor; and
 - (ii) Project Co to set off against any amounts otherwise due to Owner pursuant to the terms of this Project Agreement, any amounts which are due to Project Co by Owner pursuant to the terms of this Project Agreement,

and are further limited with respect to the Debt Amount as described in Section 4.5 of Schedule 12.

4.17 Effect of Payment

- (a) Subject to Section 4.5 of Schedule 12 and Section 33.1 of this Project Agreement, no payment hereunder shall be construed as an acceptance or approval of incomplete, defective or improper performance by Project Co of any of its obligations under this Project Agreement, nor shall it operate to relieve Project Co from the performance of any of its obligations under this Project Agreement which have not been performed.

4.18 No Other Entitlement

- (a) Project Co shall not be entitled to any payments, compensation, rights, remedies, benefits or entitlements under or in connection with this Project Agreement, except as specifically and expressly set out in this Project Agreement.

5. SITE INVESTIGATION AND DOCUMENT REVIEW

5.1 Concealed or Unknown Conditions

- (a) Project Co acknowledges that it has been provided with the Site Background Reports and has reviewed and is familiar with the Site Background Reports. If Project Co encounters conditions at the Site which are not described in or are not

properly inferable, readily apparent or readily discoverable from the documentation included in the Site Information (including the Site Background Reports), or would not have been properly inferable, readily apparent or readily discoverable from inspections of the Site carried out by Project Co or any Project Co Party during the Request for Proposals process prior to the Submission Date, Project Co will promptly notify the Consultant who will promptly investigate such conditions and who will then report to Owner and Project Co with a finding as to whether such conditions were or were not described in or were or were not properly inferable, readily apparent or readily discoverable from the documentation included in the Site Information or would or would not have been properly inferable, readily apparent or readily discoverable from Project Co's inspections of the Site carried out by Project Co or any Project Co Party during the Request for Proposals process prior to the Submission Date.

- (b) If the conditions were described in or were properly inferable, readily apparent or readily discoverable from the documentation included in the Site Information or would have been properly inferable, readily apparent or readily discoverable from Project Co's inspections of the Site carried out by Project Co or any Project Co Party during the Request for Proposals process prior to the Submission Date, then Project Co shall not be entitled to any adjustment in the Guaranteed Price or in the Contract Time.
- (c) If the conditions were not described in or were not properly inferable, readily apparent or readily discoverable from the documentation included in the Site Information, or would not have been properly inferable, readily apparent or readily discoverable from Project Co's inspections of the Site carried out by Project Co or any Project Co Party during the Request for Proposals process prior to the Submission Date, and the conditions justify an increase in the Guaranteed Price or an extension of the Contract Time, or both, the Consultant shall issue appropriate instructions for a Change in the Scope of the Work as provided in Schedule 11 - Change Procedure.

5.2 Document Review

- (a) Project Co acknowledges having conducted a thorough review of the Contract Documents and has reported to the Consultant and Owner any Design Issue found by Project Co in the Contract Documents during its review. If Project Co does discover any Design Issue in the Contract Documents, Project Co shall not proceed with the Work affected until Project Co has first complied with the provisions of Section 11.18. Project Co acknowledges that it is responsible for the risks assumed by Project Co in Sections 11.17 and 11.18 and that any additional costs resulting from such risks will form part of the Project Co Design Contingency. It is intended that the review of the Contract Documents conducted by Project Co pursuant to this Section 5.2(a) be carried out by Project Co and the Project Co Parties using their own experiences and expertise in accordance with the standard of care set out in Section 11.2(a)(viii) and in accordance with the representations and warranties of Project Co set out in Section 7.1.

- (b) Except as may constitute a Design Issue properly characterized as a Project Co Design Issue under Section 11.17, and except in respect of those Contract Documents which, under the terms of this Project Agreement, Project Co is required to prepare or produce, Project Co shall not be responsible for verifying that the Contract Documents are in compliance with Applicable Law.
- (c) If the Contract Documents are at variance with Applicable Law, or if, subsequent to the Submission Date, changes are made to Applicable Law which require modification to the Contract Documents, Project Co shall notify the Consultant in writing requesting direction immediately upon such variance or change becoming known. The Consultant will make the changes required to the Contract Documents as provided in Article 21 below and Schedule 11 – Change Procedure.
- (d) If Project Co fails to notify the Consultant in writing, fails to obtain direction as required in Section 5.2(c), and performs Work knowing it to be contrary to any Applicable Law, Project Co shall be responsible for and shall correct the violations thereof, and shall bear the costs, expenses and damages attributable to its failure to comply with the provisions of such Applicable Law.

6. PROJECT DOCUMENTS

6.1 Project Documents

- (a) Project Co shall perform its obligations under, and observe all of the provisions of, each of the Project Documents to which it is a party, and shall ensure that each Project Co Party shall perform its obligations under, and observe all of the provisions of, each of the Project Documents to which such Project Co Party is a party, so as to ensure that other parties to such Project Documents shall not be entitled to terminate same.

6.2 Implementing Agreements

- (a) Project Co shall not:
 - (i) terminate or agree to the termination of all or part of any Implementing Agreement, except pursuant to Sections 19.3, 38.3 and 40.3 or otherwise to prevent or cure a Project Co Event of Default (provided that commercially reasonable alternative measures would not prevent or cure such Project Co Event of Default);
 - (ii) make or agree to any amendment, restatement or other modification or waive or exercise any of its rights under any Implementing Agreement that materially adversely affects Project Co's ability to perform its obligations under this Project Agreement or that has the effect of increasing any liability of Owner, whether actual or potential;
 - (iii) breach its obligations (or waive or allow to lapse any rights it may have) or permit others to breach their obligations (or waive or allow to lapse any

rights they may have) under any Implementing Agreement, that materially adversely affect Project Co's ability to perform its obligations under this Project Agreement or that have the effect of increasing any liability of Owner, whether actual or potential; or

- (iv) enter into, or permit the entry into by any other person of, any agreement replacing all or part of any Implementing Agreement, except in the circumstances referenced in Section 6.2(a)(i),

without the prior written consent of Owner, not to be unreasonably withheld or delayed, provided that, where consent is requested pursuant to Section 6.2(a)(i) or 6.2(a)(iv), such consent shall not be withheld, and shall be provided within a reasonable time, where the relevant matter referred to in Section 6.2(a)(i) or 6.2(a)(iv) will not materially adversely affect Project Co's ability to perform its obligations under this Project Agreement or have the effect of increasing any liability of Owner, whether actual or potential. In the event of termination or agreement to the termination of all or part of any Implementing Agreement as described in Section 6.2(a)(i), or any agreement replacing all or part of any Implementing Agreement as described in Section 6.2(a)(iv), Project Co shall, to the extent applicable, comply with all provisions herein relating to changes in Subcontractors, including Section 38.3.

- (b) Upon the written request of Owner or the Consultant, Project Co will deliver or cause to be delivered to Owner or the Consultant a copy of any notices delivered or received by Project Co under any of the Implementing Agreements.

6.3 Changes to Lending Agreements

- (a) Subject to the terms of the Lender's Direct Agreement, Project Co shall not terminate, amend or otherwise modify the Lending Agreements, or waive or exercise any of its rights under the Lending Agreements, if at the time such action is contemplated and effected, it would materially adversely affect Project Co's ability to perform its obligations under this Project Agreement or the Project Documents.

6.4 Compliance with Lending Agreements

- (a) Project Co shall keep the Lending Agreements in good standing to the extent necessary to perform its obligations under this Project Agreement and the Project Documents, and shall ensure that none of the terms and conditions of the Lending Agreements shall prevent Project Co from performing its obligations under this Project Agreement or the Project Documents.

7. REPRESENTATIONS AND WARRANTIES

7.1 Project Co Representations and Warranties

- (a) Project Co represents and warrants to Owner that as of the date of this Project Agreement:
- (i) Project Co is a corporation incorporated and validly existing under the laws of the Province of Ontario, is in good standing with the Ministry of Consumer and Business Services of Ontario with respect to the filing of annual returns, and has all the requisite corporate power and authority to own, lease and operate its properties and assets, to carry on its business as it is currently being conducted, to enter into this Project Agreement and the Implementing Agreements to which it is a party, and to perform its obligations hereunder and thereunder;
 - (ii) Project Co has the requisite power, authority and corporate capacity to execute and deliver and perform this Project Agreement and the Implementing Agreements to which it is a party, and to do all acts and things, and execute, deliver and perform all other agreements, instruments, undertakings and documents as are required by this Project Agreement to be done, executed, delivered or performed;
 - (iii) Project Co has obtained all necessary Project Co Permits, Licences and Approvals required to commence the Work;
 - (iv) no steps or proceedings have been taken or are pending to supersede, repeal or amend its constating documents, articles or by-laws or any shareholders agreement in a manner that would materially impair or limit its ability to perform its obligations under this Project Agreement or any of the Implementing Agreements to which it is a party, and such documents and agreements are in full force and effect as of the date hereof;
 - (v) this Project Agreement and the Implementing Agreements (when executed and delivered) to which Project Co is a party have been duly authorized, executed, and delivered by Project Co and constitute legal, valid, and binding obligations of Project Co, enforceable against Project Co in accordance with their respective terms, subject only to:
 - (A) limitations with respect to the enforcement of remedies by bankruptcy, insolvency, moratorium, winding-up, arrangement, reorganization, fraudulent preference and conveyance and other laws of general application affecting the enforcement of creditors' rights generally; and
 - (B) general equitable principles and the fact that the availability of equitable remedies is in the discretion of a court and that a court may stay proceedings or the execution of judgments;

- (vi) the authorization, execution, delivery and performance by Project Co of this Project Agreement and the Implementing Agreements to which it is a party does not violate or conflict with, or constitute a default under:
 - (A) its constating or organizational documents or any unanimous shareholders agreement or similar rights agreement binding on Project Co;
 - (B) any Applicable Law; or
 - (C) any covenant, contract, instrument, agreement or understanding to which it is a party or by which it or any of its properties or assets is bound or affected;
- (vii) Carillion plc (a UK company) which is the ultimate parent company of Contractor and Construction Guarantor is also the parent company of a 50% shareholder of Project Co;
- (viii) no Project Co Event of Default has occurred and is continuing;
- (ix) all of the information regarding Project Co set out in Schedule 4 – Project Co Information, is true and correct in all material respects;
- (x) there are no actions, suits, proceedings, or investigations pending or, to the knowledge of its senior management, threatened against Project Co or any Project Co Party, at law or in equity, before any Governmental Authority or arbitral body (whether or not covered by insurance) that individually or in the aggregate could result in any material adverse effect on the business, properties, or assets, or the condition, financial or otherwise, of Project Co or in any impairment of its ability to perform its obligations under this Project Agreement or any Implementing Agreements to which it is a party, and Project Co has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any Governmental Authority or arbitral body that would result in any such material adverse effect or impairment;
- (xi) Project Co has carefully reviewed the whole of this Project Agreement, including all of the Contract Documents, and all other documents made available to Project Co by or on behalf of Owner, and, to Project Co's knowledge, nothing contained herein or therein inhibits or prevents Project Co from completing the Work in accordance with this Project Agreement in a good and safe manner so as to achieve and satisfy the requirements of this Project Agreement;
- (xii) Project Co is able to meet its obligations as they generally become due;
- (xiii) Project Co is registered under Division V of Part IX of the *Excise Tax Act* (Canada) and has been assigned GST/HST Number **[REDACTED]**;

- (xiv) the Scheduled Substantial Completion Date is a realistic date and is achievable by Project Co performing the Work in accordance with this Project Agreement;
- (xv) Project Co and the Project Co Parties, collectively, have extensive experience in the construction of health facilities and other public buildings and have the necessary high degree of expertise and experience to perform the services required by the Contract Documents, to review and interpret the Contract Documents and to complete the Work in accordance with the standard of care set out in Section 11.2(a)(viii);
- (xvi) the manager or supervisory personnel Project Co has assigned to the Project are highly experienced;
- (xvii) Project Co has a sufficient staff of qualified and competent personnel to replace its designated supervisors, subject to Owner's approval, in the event of death, incapacity or resignation;
- (xviii) Project Co and certain of the Project Co Parties have conducted inspections of the Site during the Request for Proposals process and an investigation and examination of the Contract Documents, and any other documents made available to Project Co by Owner (which include, to the extent made available to Project Co by Owner, equipment lists, a legal description of the Site, copies of any registered and unregistered agreements affecting the Site, results of tests, reports of independent testing agencies and surveys and documents indicating the location of Utilities and other structures to the extent obtained by Owner, information regarding the critical requirements to maintain the operations of the Existing Facility, hospital protocols and rules and regulations, if any, including the Site Background Reports and the Contract Documents referred to in Section 11.7(c)) so as to ascertain the nature or location of the Work and the Site, the physical conditions of the Site, the interface with the Existing Facility and protocols, rules and regulations if any, possible delays in commencing the Work, conditions relating to the transportation, handling and storage of materials and availability of labour and the character and availability of equipment, materials and facilities needed to perform the Work and to identify any Design Issues. Project Co has delivered to the Consultant requests for information in respect of all questions arising out of the foregoing inspections, investigations and examinations and in respect of each Design Issue identified. Based on this review, Project Co has established a Project Co Design Contingency adequate, in its judgement, to fund any change or delay cost that may arise as a result of any further Design Issue that may be identified and properly characterized as a Project Co Design Issue;

- (xix) Project Co has sufficient expertise available to it with the appropriate skills to review the Contract Documents in accordance with the standard of care set out in Section 11.2(a)(viii);
- (xx) Project Co has solicited bids from and will award Subcontracts for the Approved Subcontractor Work only to the applicable Approved Subcontractors and has not solicited bids from and will not award Subcontracts for the Approved Subcontractor Work except to the applicable Approved Subcontractors; and
- (xxi) Project Co has secured the Financing and is in a position to implement the Financing on or before the Financial Close Target Date, subject to the satisfaction of reasonable conditions that are customary in closing financing for projects similar to the Project.

7.2 Owner Representations and Warranties

- (a) Owner represents and warrants to Project Co that as of the date of this Project Agreement:
 - (i) Owner is a non-share capital corporation incorporated and validly existing under the laws of the Province of Ontario, is in good standing with the Ministry of Consumer and Business Services of Ontario with respect to the filing of annual returns, and has all the requisite corporate power and authority to own, lease and operate its properties and assets, to carry on its business as it is currently being conducted, to enter into this Project Agreement and any Implementing Agreement to which it is a party, and to perform its obligations hereunder and thereunder;
 - (ii) Owner has the requisite power, authority and capacity to execute and deliver and perform this Project Agreement and the Implementing Agreements, and to do all acts and things, and execute, deliver and perform all other agreements, instruments, undertakings and documents as are required by this Project Agreement to be done, executed, delivered or performed;
 - (iii) Owner has obtained all necessary Owner Permits, Licences and Approvals required to execute and deliver this Project Agreement and to allow for the commencement of the Work;
 - (iv) no steps or proceedings have been taken or are pending to supersede, repeal or amend its constating documents, letters patent or by-laws in a manner that would materially impair or limit its ability to perform its obligations under this Project Agreement or any of the Implementing Agreements to which it is a party and such documents and agreements are in full force and effect as of the date hereof;

- (v) this Project Agreement and the Implementing Agreements (when executed and delivered) to which Owner is a party have been duly authorized, executed, and delivered by Owner and constitute legal, valid, and binding obligations of Owner, enforceable against Owner in accordance with their respective terms, subject only to:
 - (A) limitations with respect to the enforcement of remedies by bankruptcy, insolvency, moratorium, winding-up, arrangement, reorganization, fraudulent preference and conveyance and other laws of general application affecting the enforcement of creditors' rights generally; and
 - (B) general equitable principles and the fact that the availability of equitable remedies is in the discretion of a court and that a court may stay proceedings or the execution of judgments;
- (vi) the authorization, execution, delivery, and performance by Owner of this Project Agreement and the Implementing Agreements to which Owner is a party does not violate or conflict with, or constitute a default under:
 - (A) its constating or organizational documents;
 - (B) any Applicable Law; or
 - (C) any covenant, contract, instrument, agreement, or understanding to which it is a party or by which it or any of its properties or assets is bound or affected;
- (vii) no Owner Event of Default has occurred and is continuing;
- (viii) there are no actions, suits, proceedings, or investigations pending or, to the knowledge of its senior management, threatened against Owner or any Owner Party at law or in equity before any Governmental Authority or arbitral body (whether or not covered by insurance) that individually or in the aggregate could result in any material adverse effect on the business, properties, or assets or the condition, financial or otherwise, of Owner or in any impairment of its ability to perform its obligations under this Project Agreement or any Implementing Agreement to which it is a party, and Owner has no knowledge of any violation or default with respect to any order, writ, decision, injunction, or decree of any Governmental Authority or arbitral body that would result in any such material adverse effect or impairment;
- (ix) Owner is able to meet its obligations as they generally become due; and
- (x) Owner has rights of use and access to, on and over the Site and the Facility that are sufficient to enable Owner to grant to Project Co the licence rights contemplated in Section 9.1.

8. CONSULTANT AND KEY PERSONNEL

8.1 Authority of the Consultant

- (a) The Consultant will have authority to act on behalf of Owner only to the extent provided in the Contract Documents, unless otherwise modified by written agreement as provided in Section 8.1(b).
- (b) The duties, responsibilities, and limitations of authority of the Consultant as set forth in the Contract Documents shall be modified or extended only with the written consent of Owner, Project Co and the Consultant.
- (c) If the Consultant's employment is terminated, Owner shall immediately appoint or reappoint a Consultant whose status shall, upon notification to Project Co of such appointment or reappointment, be that of the former Consultant.

8.2 Role of the Consultant

- (a) The Consultant will provide administration of this Project Agreement as described in the Contract Documents during construction until issuance of the final certificate for payment, and subject to Section 8.1 and with Owner's concurrence, from time to time until the completion of any correction of defects as provided in Article 35.
- (b) The Consultant will visit the Site at intervals appropriate to the progress of construction to become familiar with the progress and quality of the Work and to determine if the Work is proceeding in general conformity with the Contract Documents.
- (c) If Owner and the Consultant agree, the Consultant will provide at the Site, one or more project representatives to assist in carrying out the Consultant's responsibilities. The duties, responsibilities, and limitations of authority of such project representatives shall be as set forth in writing to Project Co.
- (d) The Consultant will provide to Project Co a complete set of the Drawings and Specifications under the Contract Documents incorporating all Addenda issued by the Consultant from July 14, 2008 to the date of execution of this Project Agreement as soon as reasonably practical following such date of execution. The Consultant shall review the progress of the Work and the general conformance of the Work to the requirements of the Contract Documents. The Consultant shall review the submission of Project Co with respect to Work completed for the purposes of a progress payment application by Project Co under Schedule 18 - Payments and Holdbacks, to verify the extent of the completion of the Work in accordance with the schedule of values and shall perform the other responsibilities of the Consultant under Schedule 18 - Payments and Holdbacks.
- (e) The Consultant will not be responsible for and will not have control, charge, or supervision of construction means, methods, techniques, sequences, or

procedures, or for safety precautions and programs required in connection with the Work in accordance with Applicable Law or general construction practice. The Consultant will not be responsible for Project Co's failure to carry out the Work in accordance with the Contract Documents. The Consultant will not have control over, charge of, or be responsible for the acts or omissions of Project Co or any Project Co Party or any other persons performing portions of the Work.

- (f) The Consultant will be, in the first instance, the interpreter of the requirements of the Contract Documents and shall make findings as to the performance thereunder by both parties to this Project Agreement. When making any interpretations or findings or performing any other functions or exercising any right or performing any obligation under the Contract Documents, the Consultant will act reasonably and in good faith and in accordance with generally accepted professional standards and will not show partiality to either Owner or Project Co. Any dispute between Owner and Project Co as to any decision, determination, direction, interpretation or finding of the Consultant or any other action taken by the Consultant pursuant to or in connection with the Contract Documents shall be resolved in accordance with the provisions of Schedule 14 – Dispute Resolution Procedure.
- (g) Claims, disputes, and other matters in question relating to the performance of the Work or the interpretation of the Contract Documents, shall be referred initially to the Consultant by notice in writing given to the Consultant and to the other party for the Consultant's interpretation and finding which will be given by notice in writing to the parties within a reasonable time.
- (h) The Consultant will have authority to reject Work which does not conform to the requirements of the Contract Documents. Whenever the Consultant considers it necessary or advisable, the Consultant will have authority to require inspection or testing of Work in accordance with Section 17.2, whether or not such Work is fabricated, installed, or completed. However, neither the authority of the Consultant to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Consultant to Project Co, any Project Co Party, or other persons performing any part of the Work.
- (i) When a request for information is submitted by Project Co in accordance with Section 11.2(a)(i), the Consultant will endeavour to provide a response to Project Co as soon as practical, taking into account the impact of the request for information on the critical path. If the request for information relates to an item on the critical path or is reasonably likely to affect an item on the critical path, the Consultant shall respond within 5 Business Days or such longer period of time mutually agreed to by the Consultant and Project Co. If the request for information does not relate to an item on the critical path and is not reasonably likely to affect an item on the critical path, the Consultant and Project Co shall establish a mutually agreed response time that is consistent with the Construction Schedule.

- (j) The Consultant will review and take appropriate action upon Project Co's submittals such as shop drawings, Product data and samples, as provided in the Contract Documents.
- (k) The Consultant will prepare Contemplated Change Notices, Change Orders and Change Directives as provided in Schedule 11 - Change Procedure.
- (l) The Consultant will conduct reviews of the Work to determine the Phase 1A Completion Date and the Substantial Completion Date, as provided in Sections 16.1 and 16.2, and make determinations as required in respect of the Commissioning, as contemplated in Schedule 9.
- (m) All certificates issued by the Consultant shall be to the best of the Consultant's knowledge, information and belief. By issuing any certificate, the Consultant does not guarantee that the Work is correct or complete.
- (n) The Consultant will receive and review written warranties and related documents required by this Project Agreement and provided by Project Co and will forward such warranties and documents to Owner for Owner's acceptance.
- (o) Without limiting the generality of the responsibilities of the Consultant in accordance with this Section 8.2, the Consultant shall be responsible for reviewing and making a finding on Design Issues and issuing all final documentation in accordance with Section 11.18.
- (p) The Consultant shall cooperate with Lender's Consultant on a reasonable basis to facilitate the responsibilities of Lender's Consultant. No activities of Lender's Consultant under this Project Agreement shall limit in any manner the role and responsibility of the Consultant, except as expressly provided for in Sections 1.3 and 2.1 of Appendix 1 to Schedule 6 – Form of Construction Contract.
- (q) Owner has retained the Owner's Project Manager to assist Owner in the overall implementation of the Project. The Owner's Project Manager shall provide services and interface with Project Co and the Consultant in relation to coordination of the Work for existing operations, schedule overview, and communicating decisions and directions of Owner. Owner may, upon notification to Project Co, appoint a new Owner's Project Manager whose status shall be that of the former Owner's Project Manager.
- (r) When Owner, the Consultant or Project Co provides any written notice under this Project Agreement, they shall also provide a copy of the notice to each other and to the Owner's Project Manager, the Contractor, Lender and Lender's Consultant.
- (s) Notwithstanding the foregoing or anything to the contrary in this Project Agreement or the Contract Documents, the Consultant will not be responsible for the administration or interpretation of those aspects of this Project Agreement that are not related or do not pertain to the construction, installation, testing, Commissioning and completion of the Facility, and other like activities, and for

greater certainty, will not have any responsibility or obligation with respect to the matters set out in Article 2, Article 7, Schedule 3 – Completion Documents, Schedule 4 – Project Co Information, Schedule 5 – Form of Lender’s Direct Agreement, Schedule 15 – Bid Bond, Schedule 22 – Form of Performance Guarantee of Construction Guarantor or Schedule 23 – Form of Assignable Subcontract Agreement for Construction Contract of this Project Agreement, or for any matter related to the Financing.

8.3 Supervisors

- (a) Project Co shall employ competent supervisors and necessary assistants who shall be in attendance at the Site while work is being performed, and shall specifically include a competent mechanical and electrical coordinator and equipment coordinator. Project Co acknowledges that the supervisors are Key Personnel in accordance with Section 8.4. Project Co’s supervisors shall, subject to Section 8.4, devote their full time during working hours to the Project and remain at the Site until the Substantial Completion of the Work is achieved and thereafter, such supervisors shall, subject to the provisions of Section 8.4, devote sufficient time and effort to the Project as necessary until the final certificate of payment has been issued by the Consultant and all Minor Deficiencies have been rectified. Project Co shall include in its staff separate qualified mechanical and electrical coordinators who shall be responsible for (i) coordinating the general, mechanical and electrical shop drawings submitted by the Subcontractors and Suppliers for various trades or divisions of the Work; (ii) checking for any conflicts or interferences of the Work of one division or trade with another; (iii) checking for completeness of the shop drawings; and (iv) providing direction on any changes that may be required for compliance with the Contract Documents for submission to the Consultant and review of the shop drawings. The mechanical and electrical coordinators shall be active participants in the Commissioning and shall work closely with the Commissioning Agents in accordance with Schedule 9 – Commissioning Program. The mechanical and electrical coordinators shall be Key Personnel in accordance with Section 8.4.
- (b) The supervisor and project manager appointed by Project Co and identified in Schedule 7 – Key Personnel, shall represent Project Co at the Site and shall have full authority to act on written instructions given by the Consultant, Owner and/or the Owner’s Project Manager. Instructions given to the supervisor or the project manager shall be deemed to have been given to Project Co and both the supervisor and any project manager shall have full authority to act on behalf of Project Co and bind Project Co in matters related to this Project Agreement.

8.4 Key Personnel

- (a) Project Co and the Project Co Parties shall commit as many people and man-hours to the Project as are needed, from time to time, to meet its obligations under this Project Agreement, including the supervisors, project manager and

other field management personnel identified in the Contract Documents (the “**Key Personnel**”).

- (b) Project Co acknowledges that Owner has relied on Project Co’s representations that the Key Personnel will be available to perform their part of the Work throughout the duration of this Project Agreement as provided for in Section 8.3(a). Key Personnel will be dedicated to the Project on a full-time basis unless noted otherwise. Project Co agrees not to undertake other contracts or projects which could adversely affect or be in conflict with its performance of this Project Agreement.
- (c) Project Co represents that the persons identified in Schedule 7 are the Key Personnel.
- (d) Project Co shall not replace any of the Key Personnel identified in Schedule 7 without the prior written approval of Owner. If any of the Key Personnel become unavailable to perform services in connection with this Project Agreement due to revisions to the Construction Schedule or ill health or death or discharge by Project Co, then Project Co shall promptly designate a replacement(s) who shall be subject to Owner’s written approval. Owner shall be entitled to complete information on any such replacement of the Key Personnel, including a current resume. Further, Owner shall have the right, acting reasonably, to require Project Co to replace any of the Key Personnel.

9. LICENCE AND TITLE

9.1 Licence to Site

- (a) Effective from the date of Financial Close and subject to this Project Agreement, Owner hereby grants to Project Co and all Project Co Parties such non-exclusive licence rights of use and access to, on and over the Site and Facility as are required by Project Co to allow Project Co to perform the Work.
- (b) None of the rights granted pursuant to this Section 9.1 shall extend beyond the boundaries of the Site, or to any lands other than the Site, other than easements and similar interests of Owner which benefit the Site, obtained after the date of this Project Agreement, to the extent the same are necessary for the Work.
- (c) The licence provided in this Section 9.1 shall automatically terminate on the Final Completion Date or upon the earlier termination of this Project Agreement in accordance with its terms.
- (d) Project Co agrees to: (i) provide hoarding around the licensed area outside of the Existing Facility in accordance with the Contract Documents; (ii) cordon off areas within the Existing Facility where Project Co is performing the Work required under the Contract Documents and as approved by the Consultant; and (iii) use such access to the Existing Facility, including loading docks, freight elevators and

access routes as provided in the Contract Documents and as otherwise directed by the Consultant.

9.2 Non-Exclusive Licence of Site

- (a) Project Co acknowledges and agrees that the rights granted to Project Co and the Project Co Parties hereunder shall be non-exclusive and that Owner and any person authorized by Owner may occupy and possess the Site and Facility. In exercising such rights Project Co shall not, and shall require that the Project Co Parties shall not, compromise patient care and safety and, except as permitted under this Project Agreement, disrupt the ongoing operation of the Facility.
- (b) Without limiting Section 9.2(a), Project Co acknowledges that Owner may, from time to time, use or develop (including by way of subdivision), or permit the use or development of, portions of the Site other than those portions of the Site contained within the building footprint of the Facility and those other portions of the Site necessary for the performance of the Work. To the extent that such use or development materially adversely interferes with Project Co's licence rights hereunder or materially adversely interferes with Project Co's ability to perform the Work, such use or development shall, subject to and in accordance with Schedule 11 – Change Procedure, result in a Change Order.

9.3 Naming and Signage

- (a) Project Co acknowledges that Owner reserves and retains (i) all rights to designate the name for the Facility and any part of the Facility; (ii) all rights to signage in relation to the Site and the Facility; and (iii) all rights, trade-marks, naming or branding regarding the Facility or any part of the Facility. It is agreed, however, that with the prior written consent of Owner, not to be unreasonably withheld or delayed and which may take into consideration any applicable governmental guidelines, Project Co and the Project Co Parties may, for the period prior to Substantial Completion, erect and maintain signage at or on the Site or Project (which may include such parties' logos and trade names) identifying their respective roles in connection with the construction of the Project, in a number and location and having a size and quality previously approved by Owner.

9.4 No Interest in Land or Facility

- (a) Project Co acknowledges and agrees that, subject to the provisions of the *Construction Lien Act* (Ontario), in accordance with the principles of the IPFP Framework, neither Project Co nor Lender shall acquire any estate, right, title or ownership interest in the Site or the Facility or any other interest in land pursuant to this Project Agreement, the Implementing Agreements or otherwise. Notwithstanding any provision herein or in any of the Implementing Agreements to the contrary, Owner shall at all times retain the fee simple interest in and freehold title to the Site and the Project, unencumbered by any interest of Project

Co or Lender. Project Co and Lender shall have access to the Site and the Facility under and subject to the licenses granted under this Article 9 and the Lender's Direct Agreement, respectively.

9.5 Non-Disturbance Agreement

- (a) If Owner mortgages, charges or otherwise encumbers the Site, Owner shall notify Project Co and, at the request of Project Co, provide Project Co with an agreement executed by the mortgagee of the Site, permitting Project Co, Lender and Lender's Consultant to access and use the Site under the licence granted pursuant to Section 9.1(a) and the Lender's Direct Agreement, respectively, free from interference from the mortgagee or any person claiming by or through the mortgagee. This Section 9.5 shall not apply in respect of any portion of the Site or Facility used or developed pursuant to Section 9.2(b) if neither the licence granted pursuant to Section 9.1(a) nor the Work pertain to such portion of the Site.

10. OWNER RESPONSIBILITIES

10.1 General

- (a) Owner shall, at its own cost and risk:
 - (i) perform all of its obligations under, and observe all provisions of, this Project Agreement in compliance with Applicable Law; and
 - (ii) obtain, maintain, pay for (including all fees and deposits) and as applicable, renew all Owner Permits, Licences and Approvals.
- (b) Nothing in this Project Agreement or any of the Implementing Agreements (including the Construction Contract) shall in any way fetter the right, authority and discretion of Owner as a public hospital under the *Public Hospitals Act* (Ontario) in fulfilling its statutory or other functions under Applicable Law, and Project Co acknowledges and agrees that nothing in this Project Agreement or any of the Implementing Agreements (including the Construction Contract) shall preclude Owner's board of directors from performing, discharging or exercising its duties, responsibilities and powers under Applicable Law. Project Co further agrees that it shall comply, and shall cause all relevant Project Co Parties to comply, with all written directions issued by or on behalf of Owner's board of directors in furtherance of the board of directors fulfilling its duties, responsibilities and powers under Applicable Law in a manner consistent with the rights of Owner under this Project Agreement, and the cost, if any, of implementing the written directions and the additional time, if any, required to implement such written directions will be implemented by way of a Change Order or Change Directive, as applicable, as provided in Schedule 11 – Change Procedure.

11. PROJECT CO RESPONSIBILITIES AND CONSTRUCTION OBLIGATIONS

11.1 General Responsibilities, Standards and Contract Time

- (a) Project Co shall perform and complete the Work:
- (i) so as to satisfy and in strict accordance with the Contract Documents;
 - (ii) in accordance with the Construction Schedule and in this regard, shall commence the Work by February 19, 2009 and, subject to adjustment to the Contract Time, as provided for in the Contract Documents, complete the Phases by the applicable Phased Occupancy Dates, achieve Completion of the Phase 1A Work by the Scheduled Phase 1A Completion Date, the Substantial Completion of the Work by the Scheduled Substantial Completion Date, and Final Completion by the Scheduled Final Completion Date;
 - (iii) in compliance with Applicable Law, including giving all required notices;
 - (iv) in compliance with all Permits, Licences and Approvals and so as to preserve the existence and continued effectiveness of any such Permits, Licences and Approvals;
 - (v) in accordance with Good Industry Practice;
 - (vi) in a timely and professional manner;
 - (vii) with due regard to the health and safety of persons and property;
 - (viii) subject to the other provisions of this Project Agreement, in a manner which will not impair the ability of and which will enable Owner and the Owner Parties to comply with Applicable Law;
 - (ix) subject to the other provisions of this Project Agreement and to the extent reasonably practicable, in a manner which will not impair the ongoing operation of the Existing Facility;
 - (x) **[Intentionally Deleted]**; and
 - (xi) in accordance with all other terms of this Project Agreement and the other Contract Documents.
- (b) Project Co shall furnish necessary certificates as evidence that the Work installed conforms with Applicable Law, including all certificates necessary for the Consultant to certify as required to obtain a permit for Owner's occupancy or partial occupancy. These certificates are to be final certificates giving complete clearance for the portions of the Work for which they are obtained.

11.2 General Construction Obligations

- (a) Without limiting Section 11.1, Project Co shall:
- (i) have complete control of the Work and shall effectively direct and supervise the Work so as to ensure conformance with the Contract Documents, including the phasing or sequencing requirements for the Work set out in the Contract Documents. During the progress of the Work, subject to Section 8.2(i), Project Co shall endeavour to submit any request for information to the Consultant in a timely manner having regard to the Construction Schedule, and to identify in the request for information the timeframe within which a Supplemental Instruction is needed to ensure there is no impact on the Construction Schedule, including whether and how the information requested affects the critical path. Project Co shall develop and implement protocols in accordance with the Specifications for the phasing or sequencing of the Work as set out in the Contract Documents, including the coordination of the work of Owner's own forces or other contractors with the Work. Without limiting the generality of the foregoing, Project Co is responsible for the intermeshing of the various parts and systems comprising any portions of the Work so that no part shall be left in an unfinished or incomplete condition owing to any disagreement between the Project Co Parties or between any of them and Project Co as to where the Work of one begins and ends in relation to the Work of the other;
 - (ii) be solely responsible for all construction means, methods, techniques, sequences and procedures used to undertake the Work and for coordinating the various parts of the Work under this Project Agreement and shall coordinate the Work so as to not interfere, interrupt, obstruct, delay or otherwise affect the work of others;
 - (iii) prior to commencing applicable procurement and construction activities, verify, at the Site, all measurements and levels necessary for proper and complete fabrication, assembly and installation of the relevant Work, and shall further carefully compare such field measurements and conditions with the requirements of the Contract Documents. Where dimensions are not included or exact locations are not apparent, Project Co shall immediately notify the Consultant in writing and obtain written instructions from the Consultant before proceeding with any part of the Work affected thereby;
 - (iv) ensure that no work other than the Work under this Project Agreement is constructed on the Site by Project Co, any Project Co Party or any person for whom Project Co is responsible at law;
 - (v) protect the Work from all of the elements, casualty and damage in accordance with and subject to the Contract Documents;

- (vi) in respect of plant, equipment, Products and materials incorporated in the Work, use plant, equipment, Products and materials that:
 - (A) are of a kind that are consistent with the Contract Documents;
 - (B) are new, of good quality and are used, handled, stored and installed in accordance with Applicable Law, the Contract Documents and Good Industry Practice; and
 - (C) where they differ from the Contract Documents, have been substituted with Owner's prior written consent;
- (vii) provide all the labour, Products, tools, construction machinery, equipment, water, heat, light, power, transportation and other facilities and services required for the performance and completion of the Work and carry out, perform, observe, fulfil and abide by all the covenants, agreements, stipulations, provisions and conditions mentioned and contained in the Contract Documents on the part of Project Co to be carried out, performed, observed and fulfilled;
- (viii) exercise the standard of care, skill and diligence that would normally be provided by an experienced and prudent contractor supplying similar services for similar hospital projects, in a timely, good and workmanlike manner, it being acknowledged by Project Co that throughout this Project Agreement, Project Co's obligations, duties and responsibilities shall be interpreted in accordance with this standard and any default or alleged default by Project Co in the performance of its obligations, duties and responsibilities shall similarly be interpreted in accordance with this standard;
- (ix) exercise the same standard of due care and diligence as set out in paragraph 11.2(a)(viii) in respect of any Products, personnel, or procedures which it may recommend to Owner;
- (x) comply with all requirements of Owner set forth in the Contract Documents, including the Contract Documents referred to in Section 11.7(c);
- (xi) comply with all rules and directives issued by Owner regarding the continued operations of the Existing Facility so as not to disrupt the operations of Owner, and except for any requirements of Owner described in Section 11.2(a)(x), the cost, if any, and the additional time, if any, required to comply with any such rules and directives issued by Owner shall be adjusted and compensated for by way of a Change Order or Change Directive, as applicable as provided in Schedule 11 – Change Procedure; and

- (xii) use such project management software system(s) and/or online collaboration system(s) (including software and system(s) for project management, change management, request for information control, document management and other communications) as directed by the Owner at its Sole Discretion from time to time. Project Co shall be responsible for its costs and expenses with respect to the implementation and use of such system(s).

11.3 Liability Unaffected

- (a) Project Co shall not be relieved of any liability or obligation under this Project Agreement by the retainer or appointment of any Project Co Party, and Project Co shall cause each Project Co Party, to the extent such Project Co Party performs, or is specified hereunder to perform, the Work, to comply with the obligations of Project Co to Owner in the same manner and to the same extent as Project Co.
- (b) No inspection, review, comment, approval, verification, confirmation, certification, acknowledgement or audit pursuant to the provisions of this Project Agreement by Owner, the Owner's Project Manager, the Consultant, or Lender's Consultant, or anyone on their behalf, nor any failure of any of them to do so, shall relieve Project Co from performing or fulfilling any of its obligations under this Project Agreement or be construed as an acceptance of the Work or any part thereof.

11.4 Project Co Delay

- (a) It is agreed that one of the reasons Project Co was selected to perform the Work is Project Co's covenant that it will achieve the applicable Phased Occupancy Dates, Completion of the Phase 1A Work, Substantial Completion of the Work and Final Completion by the dates set out in Section 11.1(a)(ii) of this Project Agreement, and Project Co acknowledges that it is critical to Owner that the applicable Phased Occupancy Dates, Completion of the Phase 1A Work, Substantial Completion and Final Completion be achieved by the prescribed dates set out in Section 11.1(a)(ii), and that time is of the essence of this Contract.

11.5 Permits, Licences and Approvals

- (a) Project Co shall:
 - (i) obtain, maintain, pay for (including all fees and deposits) and, as applicable, renew all Project Co Permits, Licences and Approvals which may be required for the performance of the Work, which payments, fees and deposits which were in force as at the Submission Date are included in the Guaranteed Price; and
 - (ii) give the required notices and comply with all Permits, Licences and Approvals in accordance with their terms.

- (b) Where Project Co Permits, Licences and Approvals have requirements that may impose any conditions, liabilities or obligations on Owner or any Owner Party, Project Co shall not obtain such Project Co Permits, Licences and Approvals without the prior written consent of Owner, not to be unreasonably withheld or delayed, provided that Owner shall not be responsible for obtaining or for the failure of Project Co to obtain any Project Co Permit, Licence or Approval. Owner shall comply, or shall require compliance, with any conditions, liabilities or obligations that are imposed on Owner or any Owner Party by the requirements of any Project Co Permit, Licence or Approval obtained with Owner's consent.
- (c) Owner shall provide Project Co with such information and administrative assistance as Project Co may reasonably require in relation to the Project Co Permits, Licences and Approvals.

11.6 Safety

- (a) From Financial Close until the Substantial Completion Date, Project Co shall:
 - (i) keep the Site, the Work and the Facility in a safe and orderly state, as appropriate in accordance with Good Industry Practice, to avoid danger to persons on the Site, in the Facility and in the immediate vicinity of the Site; and
 - (ii) take such measures as are reasonable in accordance with Good Industry Practice to prevent access to the Site and the Facility of any persons or creatures not entitled to be there.
- (b) Without limitation, Project Co acknowledges that the security of the occupants of the Existing Facility and the safety of the patients and employees in the Existing Facility is paramount. If any of the employees of Project Co, or any Project Co Party is determined by Owner to be a concern for the security of the Existing Facility or for the safety of the patients or employees in the Existing Facility, in addition to its rights under Article 19, Owner may require that Project Co replace such employee or restrict access to the Site to that employee and Project Co shall find or cause the Project Co Parties to find substitute employees to proceed with the Work so as not to jeopardize security or safety or cause delay to the progress of the Work contrary to the Construction Schedule.
- (c) Project Co shall perform all of the obligations of the 'constructor', within the meaning of OHSA, and shall be solely responsible for construction safety at the Site and for compliance with the rules, regulations and practices required by OHSA. Owner will contractually require other contractors retained by Owner and Owner's own forces to comply with Project Co's safety program and safety instructions, and Project Co, as constructor, will have the right to remove the other contractors retained by Owner and Owner's own forces from the Site should they not comply with Project Co's safety programs and safety instructions. Owner shall have the right to assign to Project Co the work of other contractors

retained by Owner or the work of Owner's own forces solely for the purpose of coordination of such work and safety training and safety compliance for all persons engaged in such work and if such coordination, safety training and safety compliance results in a material increase in Project Co's cost, Project Co shall be compensated for such coordination, safety training and safety compliance in accordance with the provisions of Schedule 11 – Change Procedure. Without limiting Project Co's obligation pursuant to this paragraph, Project Co shall ensure that the Work of all Project Co Parties is in accordance with OHSA and that the Work of all other contractors retained by Owner and the Work of Owner's own forces is in accordance with OHSA where such Work has been assigned to Project Co in accordance with the foregoing.

- (d) Prior to commencement of the Work, Project Co shall submit to Owner:
 - (i) documentation of a valid Workplace Safety and Insurance Board clearance certificate and confirmation of Project Co's or Contractor's WSIB CAD-7 performance rating;
 - (ii) documentation of Project Co's insurance coverage;
 - (iii) documentation of Project Co's in-house safety-related programs; and
 - (iv) a copy of the Notice of Project filed with the Ministry of Labour.
- (e) Project Co hereby represents and warrants to Owner that appropriate health and safety instruction and training have been provided to the Project Co Parties (to the extent same have access to the Site), before the Work of such Project Co Party is commenced including training regarding the infection control procedures set out in the materials referred to in Section 11.7(c) and agrees to provide to Owner, if requested, proof of such instruction and training.
- (f) Project Co shall tour the appropriate area to familiarize itself with the Site prior to commencement of the Work.
- (g) Project Co shall perform the Work in accordance with its corporate safety-related programs, the requirements of Section 11.7(c) and Applicable Law. Project Co shall have a competent supervisor on site as required under OHSA at all times.
- (h) Prior to commencing the Work and prior to receiving payment on each of the Completion of the Phase 1A Work, Substantial Completion, Final Completion and the final certificate for payment, and for each application for payment, Project Co shall provide a clearance certificate, obtained by the applicable Project Co Parties from the Workplace Safety and Insurance Board, indicating compliance with workers' compensation legislation, including payments due thereunder. At any time during the term of this Project Agreement, when requested by Owner, Project Co shall provide such evidence of compliance by Project Co and/or the applicable Project Co Parties.

11.7 Minimize Disturbance and Work in Existing Building

- (a) Project Co recognizes and understands that Owner is a public hospital under the *Public Hospitals Act* (Ontario) and is therefore subject to a highly regulated legal and operational environment. Project Co acknowledges that in addition to the use of Good Industry Practice, the Contract Documents, including the Contract Documents referred to in Section 11.7(c), include instructions as to the manner in which the Work is to be performed in order to minimize disturbance to the Existing Facility, including with respect to noise, dust control, access to the Site and the particular requirements in respect of those portions of the Work which are to be carried out within the Existing Facility and in respect of those portions of the Work where connections are being made to the Existing Facility. In addition, Project Co acknowledges that it has familiarized itself with the facility and/or building operations of the Existing Facility and will perform the Work taking into account the requirements of Owner to maintain normal facility and/or building operations of the Existing Facility. Project Co further acknowledges that the Cost of the Work includes all premium time and overtime that may be required to perform the Work in accordance with the Contract Documents, the instructions contained in the Contract Documents referred to in Section 11.7(c) and Good Industry Practice. Project Co shall develop and implement protocols in furtherance of the foregoing in accordance with the Specifications.
- (b) Project Co recognizes that part of the Work consists of the renovation of existing buildings and structures or the addition of a structure to an existing building and that the provision of patient care during construction is a priority for Owner and acknowledges that it has reviewed the Contract Documents, including those referred to in Section 11.7(c). Project Co shall use all methods required to comply with the instructions set out in the Contract Documents, including those referred to in Section 11.7(c), during the performance of the Work. Project Co shall fully cooperate with Owner in complying with said instructions during the performance of the Work. Any costs incurred by Project Co in complying with said instructions shall be part of the Guaranteed Price.
- (c) Project Co acknowledges that the Contract Documents include instructions titled RVH Policies and Procedures which include instructions respecting Owner's use of the Existing Facility and infection control procedures. Project Co acknowledges having read and understood the said instructions and agrees to comply with the procedures set out therein. Project Co shall be responsible for any costs and expenses resulting from its failure to comply with these procedures.

11.8 Subcontractors and Suppliers

- (a) Project Co shall preserve and protect the rights of the parties under this Project Agreement with respect to Work to be performed under Subcontract, and shall:
 - (i) enter into Subcontracts or written agreements with Project Co Parties to require them to perform their Work as provided in the Contract

Documents and without limiting the generality of the foregoing, shall advise the Project Co Parties of the transfer to Project Co of the design coordination, design errors and omissions and design completion risk as set out in Section 11.17;

- (ii) incorporate the relevant terms and conditions of the Contract Documents into all contracts or written agreements with Project Co Parties, including those specified in Article 35; and
 - (iii) be as fully responsible to Owner for acts and omissions of the Project Co Parties as for acts and omissions of persons directly employed by Project Co.
- (b) Attached as Schedule 19 is a list of all Project Co Parties which Project Co has engaged or caused to be engaged for the performance of the Work as of the date of execution of this Project Agreement. Project Co agrees to update such list from time to time as additional Project Co Parties are engaged. Any of these named Project Co Parties listed by Project Co may be changed by Project Co upon prior notice to (but without the approval of) the Consultant, provided however, that if the Consultant reasonably objects to any change to a mechanical or electrical Subcontractor that is a Project Co Party, then Project Co shall select an alternative replacement mechanical or electrical Subcontractor to which the Consultant does not reasonably object.
- (c) Project Co shall not be required to employ as a Project Co Party, a person to whom Project Co may reasonably object, provided Owner may require Project Co to use particular persons as specified in the Contract Documents for specific building systems of Owner to ensure Owner does not lose the benefit of any warranty in respect to such building systems, including building automation, fire alarm and nurse call. Owner shall have the right to assign to Project Co the work of other Owner's other contractors or the work of Owner's own forces related to the Project and, if such assignment results in an increase in Project Co's cost or a delay in the Construction Schedule, the same shall be addressed or compensated for in accordance with the provisions of Schedule 11 – Change Procedure. Notwithstanding the foregoing provisions of this Section 11.8(c), Project Co shall use the Project Co Parties that have been identified in the Contract Documents for specific portions of the Work and with respect to such Project Co Parties there shall be no increase in Project Co's cost or allowance for any delay in the Construction Schedule.
- (d) Project Co hereby agrees to contractually obligate the Contractor to enter into the Assignable Subcontract Agreement for Construction Contract and, subject to Section 11.8(e), to cause the Contractor to cause each of the other Project Co Parties, including Suppliers leasing any construction machinery and equipment, to enter into the Assignable Subcontract Agreement, to evidence that (i) Lender or Owner shall have the right to cure any default by the Contractor under the Subcontract and, (ii) each such Subcontract shall be assignable without the further

consent of such Project Co Party and without the payment of any penalty or other amount, at the Owner's or Lender's option, to Owner or to Lender or to such other contractor as Owner or Lender may designate, which rights of assignment shall only be exercised by Owner, such Lender or such other contractor in accordance with the terms of the Assignable Subcontract Agreement. Project Co further agrees that it shall deliver those fully executed Assignable Subcontract Agreements that are identified in Schedule 19 – Project Co Parties in accordance with the time frame specified therein, (such Assignable Subcontract Agreements to be delivered within [REDACTED] days of Financial Close as specified in Schedule 19 – Project Co Parties), and all remaining Assignable Subcontract Agreements shall be delivered within [REDACTED] days of Financial Close.

- (e) In respect of contracts with Project Co Parties having a total estimated cost of \$[REDACTED] or less, neither Project Co nor the Contractor is obliged to enter into an Assignable Subcontract Agreement, provided that Project Co shall cause the Contractor to ensure that each Subcontract entered into with a Project Co Party is assignable without such Project Co Party's further consent and without the payment of any penalty or other amount at Owner's option, to Owner or Lender or to such other contractor as Owner or Lender may designate, which rights shall only be exercised by Owner, Lender or such other contractor in the event that this Project Agreement is terminated as a result of Project Co's default.
- (f) Notwithstanding Section 1.2(c), in the case of any item of the Work being specified under the heading of more than one trade section, Project Co shall decide which of these trades is to perform the Work.

11.9 Labour and Products

- (a) Unless otherwise stipulated elsewhere in the Contract Documents or in other documents made available to Project Co by Owner, Project Co shall, as appropriate, provide separate metering for all services and facilities necessary for the performance of the Work. Project Co shall arrange for delivery of materials and equipment to the Project in accordance with the Construction Schedule.
- (b) Products shall be free from faults, improper workmanship and defects and in conformance with the Contract Documents. Products which are not specified shall be of a quality best suited to the purpose required and their use shall be subject to the approval of the Consultant.
- (c) Project Co shall (i) maintain good order and discipline among all personnel engaged in respect of the Work and shall promote and maintain a good relationship with all such personnel; (ii) not employ any persons to perform the Work who is/are incompatible with other labour employed by Project Co in connection with the Work; and (iii) act promptly on all problems of labour relations including grievances and jurisdictional disputes. Project Co shall not employ on the Work anyone not skilled in the task assigned to him and shall adopt and enforce regulations with respect to safety, fire prevention, smoking, the

use of alcoholic beverages, illegal drugs and other controlled substances and other activities that will or may constitute a danger to life, health or property.

- (d) At Owner's instruction, Project Co shall promptly remove from the Site any employee who represents a threat to the safety or progress of the Project or persons on the Project, who is not following the control procedures referred to in Section 11.7(c), or whose conduct may be considered as harassment in the workplace of any person who is an employee of Owner under the *Human Rights Code* (Ontario).
- (e) Project Co is responsible for the safe on-site storage of Products and their protection (including Products supplied by Owner and other contractors) in such a way so as to avoid dangerous conditions or contamination to the Products or other persons or property, and in locations at the Site satisfactory to Owner.
- (f) Title to the Products shall pass to Owner upon payment therefor or upon incorporation into the Project, whichever occurs first. For greater certainty, title to Products delivered, but not installed, shall pass to Owner when paid for. Project Co shall promptly execute and deliver to Owner, from time to time as Owner may require, any further documentation required to identify, evidence, perfect or protect Owner's interest in the Products, including any registrations pursuant to the *Personal Property Security Act* (Ontario). Subject to Section 11.19(d), notwithstanding the foregoing, Project Co shall continue to bear the risk of loss or damage with respect to each applicable Phase of the Work until the relevant applicable Phased Occupancy Date, the Phase 1A Work, until the date of issuance by the Consultant of its certificate under Section 16.1(d) stating the Phase 1A Completion Date and with respect to the balance of the Work, until the date of issuance by the Consultant of its certificate under Section 16.2(e) stating the Substantial Completion Date.

11.10 Documents at the Site

- (a) Project Co shall keep one copy of the current digital files of the Contract Documents, Construction Schedule, submittals, reports, Supplementary Instructions, Change Orders, Contemplated Change Notices, Change Directives, Design Issue resolution documents, partnering documents, records of meetings and all other documents necessary for the administration of the Project at the Site, all in good order and available to Owner, Lender's Consultant and the Consultant. Project Co shall keep a daily log available to Owner, Lender's Consultant and the Consultant at all times.
- (b) Project Co shall, where practical, keep one copy of current standards and manufacturers' literature specified in the Contract Documents at the Site in good order and available to the Consultant and Lender's Consultant and their representatives for the duration of the Work.

11.11 Shop Drawings

- (a) Project Co shall provide shop drawings as described in the Contract Documents or as the Consultant may reasonably request.
- (b) Project Co shall review all shop drawings prior to submission to the Consultant. Project Co represents by this review that:
 - (i) Project Co has determined and verified all field measurements, field construction conditions and Product requirements, or will do so; and
 - (ii) Project Co has checked and coordinated each shop drawing with the requirements of the Work and of the Contract Documents.

Project Co shall confirm this review of each shop drawing by stamp, date and signature of the person responsible. At the time of submission, Project Co shall notify the Consultant in writing of any deviations in the shop drawings from the requirements of the Contract Documents.

- (c) At the commencement of the Work, Project Co shall prepare, for the review and acceptance of the Consultant, a schedule (the “**Shop Drawing Schedule**”) of the dates for submission and return (which, in no event, will be less than 10 Business Days following submission and 5 Business Days following any re-submission or such shorter period as may be mutually agreed between Project Co and the Consultant) of shop drawings to ensure there is no impact on the Construction Schedule, including, on a reasonable basis, in respect of the work of Owner’s own forces or Owner’s other contractors, as set out in the Contract Documents or as Owner has otherwise advised Project Co. The Shop Drawing Schedule shall provide for the submission of shop drawings in an orderly sequence and sufficiently in advance to allow for the Consultant’s proper review and so as to cause no delay to the Work or the work of Owner’s other contractors or Owner’s own forces which has been incorporated in the Construction Schedule. Project Co shall submit shop drawings to the Consultant and the Consultant shall review and return shop drawings in accordance with the Shop Drawing Schedule. If, at any time, Project Co submits an unusually large number of shop drawings not contemplated by the Shop Drawing Schedule, such that the Consultant cannot process these drawings within the time permitted in Shop Drawing Schedule, the Consultant will, within 5 Business Days of receipt of such shop drawings, provide Project Co with an estimate of the time necessary for processing such shop drawings. Project Co shall periodically re-submit the Shop Drawing Schedule to correspond to changes in the Construction Schedule for the review and acceptance of the Consultant. Shop drawings which require approval of a Governmental Authority having jurisdiction shall be submitted first to the Consultant for its approval in accordance with the approval process set out in this Section 11.11(c) prior to submission by Project Co to such authority. Should the Consultant’s review of such shop drawings require significant changes to such shop drawings, Project Co shall revise same and resubmit to the Consultant prior to submitting to the Governmental Authority having jurisdiction in accordance with the Shop Drawing Schedule.

- (d) Project Co shall submit shop drawings in the form specified or as the Consultant may direct. The Consultant will review and return shop drawings in accordance with the provisions of Section 11.11(c). The Consultant's review is for conformity to the design concept and for general arrangement only. The Consultant's review shall not relieve Project Co of responsibility for errors or omissions in the shop drawings or for meeting all requirements of the Contract Documents.
- (e) Upon the Consultant's request, Project Co shall revise and resubmit shop drawings which the Consultant rejects as inconsistent with the Contract Documents unless otherwise directed by the Consultant. Project Co shall notify the Consultant in writing of any revisions to the re-submission other than those requested by the Consultant.
- (f) Only shop drawings indicated as 'Reviewed' or 'Reviewed as Noted', or words of similar intent, and bearing the Consultant's review date and initials, shall be used at the Site or for the manufacture or fabrication of Products.
- (g) The review of shop drawings by the Consultant does not authorize a change in the Guaranteed Price or Contract Time.
- (h) Project Co shall prepare and maintain record drawings which shall consist of the shop drawings and Specifications revised by Project Co during the Work, showing changes to the shop drawings and Specifications, which record drawings shall be kept current by Project Co and made available to the Consultant and Lender's Consultant for review with each application for a progress payment.
- (i) All required actions by Project Co under this Section 11.11 shall be taken promptly so as not to cause any delay in the Construction Schedule.

11.12 Use of the Work

- (a) Project Co shall confine construction machinery and equipment, storage of Products, and operations of employees to limits indicated by Applicable Law or the Contract Documents and shall not unreasonably encumber the Work with Products.
- (b) Project Co shall not load or permit to be loaded any part of the Work with a weight or force that will endanger the safety of the Work.
- (c) Owner shall have the right to occupy Phases of the Work as set out in the Contract Documents and to enter and occupy the Work in whole or in part for the purpose of placing fittings, furniture and equipment or for other uses, including the intended use of Owner before Substantial Completion of the Work, as provided for in the Construction Schedule. Project Co shall cooperate with Owner, the Owner's Project Manager and the Consultant, so as to permit Owner to occupy and to place such fittings, furniture and equipment in the most efficient manner possible. Such entry and occupation shall not be considered an acceptance of the

Work or in any way relieve Project Co from responsibility to complete this Project Agreement. Subject to Section 11.19(d), Project Co is responsible to ensure the completion of Phases of the Work in accordance with the applicable Phased Occupancy Dates, Scheduled Phase 1A Completion Date and Scheduled Substantial Completion Date and that the Phases of the Work are ready for occupancy by Owner in accordance with the Contract Documents including the requirements of paragraphs (b) and (c), and to the extent available, paragraph (d) of Section 1.36 of Schedule 1 – Definitions and Interpretation “Completion of the Phase 1A Work” and paragraph (d) of Section 1.208 of Schedule 1 – Definitions and Interpretation “Substantial Completion”, as applicable to the respective Phase of the Work. Project Co acknowledges that Substantial Completion of the Work is only achieved in respect of the Work as a whole and not in respect of any Phase of the Work.

11.13 Cutting and Remedial Work

- (a) Project Co shall do the cutting and remedial work required to integrate the several parts of the Work in a cohesive manner.
- (b) Project Co shall coordinate the Work to ensure that this requirement is kept to a minimum.
- (c) Cutting and remedial work shall be performed by specialists familiar with the Products affected and shall be performed in a manner to neither damage nor endanger the Work.

11.14 Cleanup

- (a) Project Co shall maintain the Work in a tidy condition and free from the accumulation of waste products and debris, other than that caused by Owner, Owner’s other contractors or their employees.
- (b) Project Co shall remove waste products and debris, other than that resulting from the work of Owner, Owner’s other contractors or their employees, and shall leave the Work clean and suitable for occupancy by Owner on the Phase 1A Completion Date and, in the case of the balance of the Work, on the Substantial Completion Date. Project Co shall remove products, tools, construction machinery, and equipment not required for the performance of the remaining Work.
- (c) Prior to application for the final certificate for payment, Project Co shall remove products, tools, construction machinery and equipment, and waste products and debris, other than that resulting from the work of Owner, Owner’s other contractors or their employees.
- (d) In the event of any dispute regarding the removal of waste products, debris, tools, equipment, and the like, Owner shall provide a written notice to Project Co to remove the said waste and debris and allow a reasonable period of time for

Project Co to remove the said materials. If Project Co fails to remove the materials within the time specified, Owner may remove the waste products and debris and withhold an amount equal to such cost, in an amount that the Consultant shall determine to be reasonable.

11.15 Project Co Attending Meetings

- (a) Project Co shall attend meetings with respect to the Work as may be directed by the Consultant. Project Co shall not claim any extra compensation for attendance at these meetings. Each of Project Co and Owner shall designate a representative to attend such meetings who is able to make decisions on each of their respective behalves.

11.16 Defective Work

- (a) Project Co shall promptly remove from the Site and replace or re-execute defective Work that fails to conform to the Contract Documents whether or not the defective Work has been incorporated in the Work and whether or not the defect is the result of poor workmanship, use of defective Products or damage through carelessness or other act or omission of Project Co. The correction of defective Work shall be at Project Co's expense. Project Co shall rectify, in a manner acceptable to the Consultant, all defective Work and deficiencies throughout the Work, whether or not they are specifically identified by the Consultant, and Project Co shall prioritize the correction of any defective Work so as not to interfere with or derogate from the Construction Schedule, provided that Project Co shall prioritize the correction of any defective Work that in the Sole Discretion of Owner is determined to adversely affect the day to day operation of Owner.
- (b) Project Co shall Make Good promptly other contractors' work destroyed or damaged by such rectifications at Project Co's expense.
- (c) If in the opinion of the Consultant it is not expedient to correct defective Work or Work not performed as provided in the Contract Documents, Owner may deduct from the amount of the Guaranteed Price the difference in value between the work as performed and that called for by the Contract Documents. If Owner and Project Co do not agree on the difference in value, they shall refer the matter to the Consultant for a determination and the determination will be issued as a Change Order.

11.17 Project Co Design Contingency

- (a) The Cost of the Work and the Guaranteed Price include the Project Co Design Contingency.
- (b) Subject to Owner's responsibilities under Section 11.17(c), the Project Co Design Contingency shall apply to any and all changes, extras or costs attributable to:

- (i) Design Issues which are properly inferable, readily apparent or readily discoverable from the Contract Documents as forming part of the Work or contrary to Good Industry Practice as it relates to the constructability of the Work which Design Issues shall, for greater certainty, be limited to those Design Issues arising under, or with respect to, or in connection with, matters requiring clarification, information and/or further instruction in the Contract Documents that do not constitute negligent design or engineering;
- (ii) Design Issues which are related to design coordination and are caused by inconsistencies, conflicts, exclusions, interferences or gaps that are properly inferable, readily apparent or readily discoverable from the Contract Documents, and particularly, the plans, Drawings and Specifications; and
- (iii) Design Issues which are related to design completion and where the design intent is properly inferable, readily apparent or readily discoverable from the Contract Documents and has not been fully detailed or specified,

(collectively, the “**Project Co Design Issues**”). The terms “properly inferable”, “readily apparent” and “readily discoverable” as used in this Project Agreement, shall be interpreted by taking into consideration Project Co’s and Contractor’s experience and the investigations, inspections and examinations of the Site carried out by Project Co or by any Project Co Party during the Request for Proposals process prior to the Submission Date, as represented by Project Co to Owner in Sections 7.1 and 5.2(a) and having regard to the standard of care required under Section 11.2(a)(viii).

- (c) Owner shall, as between itself and Project Co, assume full responsibility and liability for the use of the design by Project Co, in all respects other than Project Co Design Issues, including the core efficacy and functionality of the design, both in terms of ability and capacity to:
 - (i) produce the desired effect in terms of the building systems, including the structural, mechanical, electrical and information technology systems;
 - (ii) meet the requirements of the Building Code in effect at the time the Building Permit was issued, but this shall not relieve Project Co of the obligation to provide for all standard Building Code requirements applicable to the installation of the Work, whether or not set out in the Specifications; and/or
 - (iii) conform to the functional programming needs of Owner.

In assessing whether a Design Issue is properly characterized as the responsibility of Owner, the Consultant shall have regard to the Risk Assessment Guidelines, which provide examples of the types of issues that may be encountered and the findings the Consultant would make regarding the categorization of each as a

Project Co Design Issue or a Design Issue for which the Owner is responsible. The Contractor and Owner acknowledge that the Risk Assessment Guidelines are provided for information purposes only and are not complete or exhaustive.

- (d) Subject to and without limiting Owner's responsibilities under Section 11.17(c) and provided that the Owner fulfills its responsibilities under Section 11.17(c), Project Co shall deliver fully functional and operational systems and all components shown in the Drawings shall be provided as fully complete and fully functional systems in accordance with the Contract Documents. Project Co shall verify the dimensions shown in the drawings before the layout of the Work.

11.18 Procedure for Addressing Design Issues

- (a) When Project Co identifies a Design Issue, Project Co shall promptly notify the Consultant in writing, under a request for information, of such Design Issue and may propose a resolution to the Design Issue. Upon receipt of Project Co's notification and proposed resolution, if any, the Consultant shall:
 - (i) if a proposed resolution is provided by Project Co, proceed to review the proposed resolution and either:
 - (A) confirm that such resolution is acceptable (and a resolution will be considered acceptable if such resolution meets the requirements of the first sentence of Section 11.18(c));
 - (B) reject the proposed resolution and request that additional information be provided or request that an alternative resolution be proposed by Project Co; or
 - (C) reject the proposed resolution and provide instructions to Project Co setting out an acceptable resolution;
 - (ii) if no resolution is proposed by Project Co, provide instructions to Project Co setting out an acceptable resolution.

As soon as the Consultant has confirmed to Project Co an acceptable resolution to the Design Issue, Project Co shall proceed to implement such acceptable resolution. If the Consultant characterizes the Design Issue as a Project Co Design Issue, the Consultant shall issue a Supplemental Instruction and the cost, if any, of implementing the acceptable resolution to the Design Issue shall form part of the Project Co Design Contingency. If the Consultant characterizes the Design Issue as a matter that is not a Project Co Design Issue, the Consultant shall request that Owner issue a Contemplated Change Notice or a Change Directive, as applicable in the circumstances, and the cost, if any, of implementing the acceptable resolution to the Design Issue and the additional time, if any, required to implement the acceptable resolution to the Design Issue shall be documented in a Change Order. If either Owner or Project Co is of the view that the Design Issue is not properly characterized by the Consultant, or if either Owner or Project

Co does not agree with the Consultant's decision regarding what constitutes an acceptable resolution to the Design Issue, then either Owner or Project Co may dispute the characterization of the Design Issue or the Consultant's decision regarding what constitutes an acceptable resolution to the Design Issue, pursuant to Section 11.18(d). The Consultant's response to any Design Issue will be provided in accordance with Section 8.2(i). Any professional design services of the Consultant, whether to issue the Supplemental Instruction, Contemplated Change Notice, Change Directive or otherwise, will be an Owner cost. In assessing whether a Design Issue is properly characterized as a Project Co Design Issue, Owner and Project Co shall have regard to the Risk Assessment Guidelines. Project Co and Owner acknowledge that the Risk Assessment Guidelines are provided for information purposes only and are not complete or exhaustive.

- (b) When the Consultant identifies a Design Issue, the Consultant shall promptly notify Project Co of such Design Issue in writing as a Supplemental Instruction or by providing a Contemplated Change Notice or a Change Directive, as applicable in the circumstances. If issued as a Supplemental Instruction, Project Co may review the Design Issue and propose an alternative resolution to the Consultant. Upon receipt of Project Co's proposed alternative resolution, the Consultant shall proceed to review the proposed alternative resolution and either:
 - (i) confirm that such resolution is acceptable (and a resolution will be considered acceptable if such resolution meets the requirements of the first sentence of Section 11.18(c));
 - (ii) reject the proposed resolution, request that additional information be provided or request a further alternative resolution be proposed by Project Co; or
 - (iii) reject the proposed resolution and provide instructions to Project Co setting out an acceptable resolution.

As soon as the Consultant has confirmed to Project Co an acceptable resolution to the Design Issue, Project Co shall proceed to implement such acceptable resolution. If the Consultant characterizes the Design Issue as a Project Co Design Issue, the Consultant shall issue a Supplemental Instruction and the cost, if any, of implementing the acceptable resolution to the Design Issue shall form part of the Project Co Design Contingency. If the Consultant characterizes the Design Issue as a matter that is not a Project Co Design Issue, the Consultant shall request that Owner issue a Contemplated Change Notice or a Change Directive, as applicable in the circumstances, and the cost, if any, of implementing the acceptable resolution to the Design Issue and the additional time, if any, required to implement the acceptable resolution to the Design Issue shall be documented in a Change Order. If either Owner or Project Co is of the view that the Design Issue is not properly characterized by the Consultant or if either Owner or Project Co does not agree with the Consultant's decision regarding what constitutes an acceptable resolution to the Design Issue, either Owner or Project Co may dispute

the characterization of the Design Issue or the Consultant's decision regarding what constitutes an acceptable resolution to the Design Issue, pursuant to Section 11.18(d). The Consultant's response shall be provided in accordance with the provisions of Section 8.2(i). Any professional design services of the Consultant, whether to issue the Supplemental Instruction, Contemplated Change Notice or Change Directive or otherwise, will be an Owner cost. In assessing whether a Design Issue is properly characterized as a Project Co Design Issue, Owner and Project Co shall have regard to the Risk Assessment Guidelines. Project Co and Owner acknowledge that the Risk Assessment Guidelines are provided for information purposes only and are not complete or exhaustive.

- (c) An acceptable resolution to a Design Issue shall be a resolution that (i) in all respects is consistent with the design intent and quality standards of the Contract Documents; (ii) will not interfere with the efficient operations of Owner; and (iii) will not increase the life cycle costs of the Facility. If the resolution to a Design Issue proposed by the Consultant is of a higher quality, not consistent with the design intent and quality standards of the Contract Documents, Project Co will, subject to and in accordance with Schedule 11 – Change Procedure, be entitled to a Change in the Scope of the Work.
- (d) If either Owner or Project Co is of the view that a Design Issue is not properly characterized by the Consultant or does not agree with the Consultant's decision regarding what constitutes an acceptable resolution to the Design Issue, either Owner or Project Co may dispute the characterization of the Design Issue or the Consultant's decision regarding what constitutes an acceptable resolution to the Design Issue, and such issues will be determined in accordance with Schedule 14 – Dispute Resolution Procedure. Project Co acknowledges that notwithstanding any such dispute, the Consultant may issue a Supplemental Instruction to Project Co for a resolution to the Design Issue and Project Co shall proceed to implement such resolution to the Design Issue in accordance with the Supplemental Instruction issued by the Consultant, pending resolution of the dispute and subject to Section 1.3 of Schedule 14 – Dispute Resolution Procedure.
- (e) The Project Co Design Contingency is included in the Cost of the Work and the Guaranteed Price and Project Co is solely responsible for all costs to remedy all Design Issues that are properly characterized as Project Co Design Issues, and Project Co will not be entitled to any additional compensation or change in the Contract Time with respect to any and all Design Issues that are properly characterized as Project Co Design Issues, subject, in each case, to Section 11.18(c), and to the responsibility of Owner, at Owner's cost, for the provision of professional design services as specifically provided in Sections 11.18(a) and 11.18(b). Subject to the preceding sentence, and notwithstanding anything to the contrary in this Project Agreement, Project Co acknowledges and agrees that it shall have no recourse against Owner in respect of any Project Co Design Contingency or any costs directly or indirectly arising out of a Design Issue that is properly characterized as a Project Co Design Issue. Project Co is not accountable to Owner for the expenditure of the amount Project Co has carried as

the Project Co Design Contingency and Owner has no entitlement to claim the unused portion, if any, of the Project Co Design Contingency. Payment of the Guaranteed Price to Project Co (which, for greater certainty, shall include any unused portion of the Project Co Design Contingency) shall fully satisfy Project Co in respect of its costs to carry the Project Co Design Contingency and all costs of Project Co to remedy all Design Issues that are properly characterized as Project Co Design Issues. Further to and without limiting the foregoing, but, subject to the limitations set out in Section 34.2(b), Project Co acknowledges and agrees that it shall have no recourse against the Consultant in respect of any Design Issue, except for claims arising in relation to the professional negligence or errors and omissions of the Consultant.

- (f) Project Co shall provide the Consultant, Owner and Owner's Project Manager with a detailed weekly update report in form and substance satisfactory to the Consultant and Owner, on the status of all outstanding Design Issues.

11.19 Construction by Owner or Other Contractors

- (a) Owner reserves the right to award separate contracts in connection with work related to the Project to other contractors and to perform work related to the Project with its own forces. Owner may assign the coordination and scheduling of the Work and the safety training in respect of the Work of Owner's other contractors or Owner's own forces to Project Co.
- (b) When separate contracts are awarded for work related to the Project, or when such work is performed by Owner's own forces, Owner shall:
 - (i) cause Owner's other contractors or Owner's own forces to comply with the instructions of Project Co relating to coordination and scheduling of the activities and work of such contractors or Owner's own forces with the Work to be performed under this Project Agreement;
 - (ii) enter into separate contracts with other contractors under conditions of contract which are compatible with the conditions of this Project Agreement and provide for compliance by such other contractors with Section 11.19(c) and all directions of Project Co in respect of any matter regarding site safety;
 - (iii) ensure that insurance coverage is provided as would be required by a prudent owner similarly situated and coordinate such insurance with the insurance coverage of Project Co as it affects the Work and in any event, such insurance shall provide for liability insurance of not less than \$[REDACTED]; and
 - (iv) take all necessary steps to avoid labour disputes or other disputes on the Project arising from the work of Owner's other contractors or Owner's own forces.

- (c) When separate contracts are awarded for work related to the Project, or when work is performed by Owner's own forces, Project Co shall:
- (i) subject to the performance by Owner of its obligations under Section 11.19(b)(i) and 11.19(b)(ii), provide for the coordination and scheduling of the activities and work of Owner's other contractors and Owner's own forces with the Work to be performed under this Project Agreement;
 - (ii) afford Owner and Owner's other contractors reasonable opportunity to introduce and store their products and use their construction machinery and equipment to execute their work;
 - (iii) participate with Owner's other contractors and Owner in reviewing their construction schedules when directed to do so by Owner, the Owner's Project Manager and/or the Consultant;
 - (iv) where part of the Work is affected by or depends upon, for its proper execution, the work of Owner's other contractors or Owner's own forces, promptly report to the Consultant in writing and prior to proceeding with that part of the Work, any readily apparent deficiencies in such work. Failure by Project Co to so report shall invalidate any claims against Owner by reason of such readily apparent deficiencies; and
 - (v) subject to Section 11.6, for Owner's own forces and for Owner's other contractors, assume overall responsibility for compliance with all aspects of Applicable Law relating to health and safety, including all the responsibilities of the 'constructor' under the *Occupational Health and Safety Act* (Ontario).
- (d) Project Co shall not be responsible for any failure in the performance of the work of Owner's other contractors or Owner's own forces. If:
- (i) any of Owner's other contractors or Owner's own forces cause any damage to the Work;
 - (ii) Project Co incurs any additional costs or there is any delay in the Construction Schedule as a result of any of Owner's other contractors or Owner's own forces not complying with the coordination, scheduling and safety instructions of Project Co; or
 - (iii) Project Co incurs any additional costs or there is any delay in the Construction Schedule as a result of any work done by Owner's other contractors or Owner's own forces (other than work that is described in the Contract Documents and performed by such other contractors or Owner's own forces in accordance with Good Industry Practice and in accordance with the terms of their respective contracts or engagements with Owner),

Project Co shall be entitled to compensation in respect of such damage or for such increased costs and to an extension of time for such delay, in each case, authorized and valued as a Change Order in the manner set forth in Schedule 11 – Change Procedure.

- (e) Claims, disputes, and other matters in question between Project Co and Owner's other contractors shall be dealt with in substantially the same manner as contemplated in Schedule 14 – Dispute Resolution Procedure, provided Owner's other contractors have reciprocal obligations and Owner has made commercially reasonable efforts to ensure that such provisions are included in the contracts with Owner's other contractors. Project Co shall be deemed to have consented to arbitration of any dispute with any other contractor whose contract with Owner contains a similar agreement to arbitrate.
- (f) Placing, installing, application and connection of the work performed by Owner's own forces or by Owner's other contractors, on and to the Work performed by Project Co will not relieve Project Co from the responsibility to provide and maintain the specified warranties with respect to the Work, except to the extent that the placing, installing, application or connection of such work by Owner's own forces or by Owner's other contractors on and to the Work performed by Project Co gives rise to a claim under warranties provided by Project Co, in which case such warranties shall not apply to such claim.

11.20 Temporary Supports, Structures and Facilities

- (a) Project Co shall have the sole responsibility for the design, erection, operation, maintenance, and removal of temporary supports, structures, and facilities and the design and execution of construction methods required in their use. Any review of Project Co's temporary supports, structures, or facilities or any shop drawings related thereto by Owner or Consultant does not relieve Project Co of its "sole responsibility" under this section.
- (b) Project Co shall engage registered professional engineering personnel skilled in the appropriate disciplines to perform those functions referred to in Section 11.20(a) where required by law or by the Contract Documents and in all cases, where such temporary supports, structures, and facilities and their method of construction are of such a nature that professional engineering skill is required to produce safe and satisfactory results.
- (c) Subject to Section 11.17, but notwithstanding the provisions of Sections 11.2, 11.20(a) and 11.20(b) or provisions to the contrary elsewhere in the Contract Documents, where such Contract Documents include designs for temporary supports, structures and facilities or specify a method of construction in whole or in part, such facilities and methods shall be considered to be part of the design of the Work and Project Co shall not be held responsible for that part of the design or the specified method of construction. Project Co shall, however, be responsible

for the execution of such design or specified method of construction in the same manner as for the execution of the Work.

11.21 Protection of Work and Property

- (a) Project Co shall protect the Work and the Owner's property at the Site, including the Existing Facility and property adjacent to the Site, from damage which may arise as a result of Project Co's operations under this Project Agreement, and shall be responsible for such damage, except damage which occurs as a result of:
 - (i) Design Issues (other than Design Issues which are properly characterized as a Project Co Design Issues under Section 11.17); or
 - (ii) acts or omissions by Owner, the Consultant or any contractor retained by Owner directly and whose contract is not assigned to Project Co, their respective agents and employees.
- (b) Should Project Co, in the performance of this Project Agreement, damage the Work, the Owner's property at the Site, including the Existing Facility or property adjacent to the Site, Project Co shall be responsible to Make Good such damage at Project Co's expense.
- (c) Should damage occur to the Work or Owner's property at the Site, including the Existing Facility for which Project Co is not responsible, as provided in Section 11.21(a), Project Co shall Make Good such damage to the Work and, if Owner so directs, to the Owner's property and the Guaranteed Price and Contract Time shall be adjusted (including on account of the Overhead and Profit Fee) as provided in Schedule 11 – Change Procedure.
- (d) Project Co shall not undertake to repair and/or replace any damage whatsoever to adjoining property or acknowledge the same was caused or occasioned by Project Co, without first consulting Owner and receiving written instructions as to the course of action to be followed.
- (e) Notwithstanding Section 11.21(d), where there is danger to life or property which arises out of or in connection with the performance of the Work, either Party may, but Project Co shall, take such emergency action as is necessary to remove the danger.
- (f) If any Project Co Party has caused damage to the work of another contractor related to the Project, Project Co agrees upon due notice to settle with the other contractor by negotiation or arbitration in accordance with Section 11.19(e) and Schedule 14 – Dispute Resolution Procedure. If the other contractor makes a claim against Owner on account of damage alleged to have been so sustained, the dispute shall be dealt with in substantially the same manner as contemplated in Section 11.19(e) and Schedule 14 – Dispute Resolution Procedure.

11.22 No Site Encumbrances

- (a) Project Co shall not create, incur, permit or suffer to exist any Encumbrance to be filed, issued or registered against the Site or any part thereof or any interest therein due to an act or omission of Project Co or any Project Co Party.
- (b) In the event that the Site or any part thereof or any interest therein becomes subject to any Encumbrance which has not been consented to in writing by Owner due to an act or omission of Project Co or any Project Co Party, Project Co shall immediately take all steps necessary to remove, vacate or discharge such Encumbrance. If such Encumbrance is not removed, vacated or discharged within 10 Business Days of the filing, issuance or registration of such Encumbrance then, without prejudice to any other rights or remedies it may have, Owner will be at liberty to take whatever steps it deems necessary and appropriate to remove, vacate or discharge the Encumbrance, including payment of any amount owing or claimed thereunder, and seek immediate recovery from Project Co of the amount of any such payment and any associated costs, including legal costs, all of which shall be payable on demand.
- (c) Notwithstanding the provisions of this Section 11.22, the Parties acknowledge that the provisions of Section 2.5 of Schedule 18 – Payments and Holdbacks shall apply to claims for lien made against the Site pursuant to the *Construction Lien Act* (Ontario) and shall also apply to claims made against the Legislative Holdback.

12. CONSTRUCTION SCHEDULE

12.1 The Construction Schedule

- (a) Project Co shall:
 - (i) review the proposed schedules and deadlines of Owner for each Phase of the Work and where Owner has not specified particular dates for occupancy of Phases of the Work, Project Co shall set those dates so as to achieve occupancy of such Phases of the Work on an as early as achievable basis and include them in its proposed Construction Schedule under Section 12.1(a)(ii);
 - (ii) prepare and submit to Owner and the Consultant as soon as practical and in any event within 45 days of Financial Close, a detailed computerized Construction Schedule using a critical path method (“CPM”) network and a Construction Schedule dependent cash flow forecast, each in a form approved by Owner. The planning and schedule software shall be “Primavera Project Planner” with the most current release available to be used. The Construction Schedule and any other schedule related reporting requirements of Project Co shall conform to the phasing and sequencing requirements for the Work as set out in the Contract Documents, including the work to be completed by Owner’s own forces or by other contractors,

the applicable Phased Occupancy Dates, Scheduled Phase 1A Completion Date, the Scheduled Substantial Completion Date, the Scheduled Final Completion Date, the Specifications included in Division 1 of the Contract Documents, including, the sequencing requirements, and shall include the requirements, if any, of Section 3.2(d)(iv), the schedule for Commissioning of the Work and for achieving the applicable Phased Occupancy Dates, Scheduled Phase 1A Completion Date, the Scheduled Substantial Completion Date and the Scheduled Final Completion Date. Owner and the Consultant will respond to Project Co, in writing, within 10 Business Days of receipt of the Construction Schedule, with either its detailed comments or acceptance of the Construction Schedule as complete;

- (iii) in the event that Owner and the Consultant do not accept Project Co's initial Construction Schedule submission as complete, Project Co shall re-submit the Construction Schedule as many times as necessary, revised in accordance with Owner's and the Consultant's detailed comments and each re-submission shall be provided within 5 Business Days of receipt of the Consultant's and Owner's detailed comments, who in turn shall also respond within 5 Business Days. When the Construction Schedule has been accepted as complete by Owner and the Consultant, it shall be the baseline Construction Schedule against which Project Co shall monitor progress of the Work;
- (iv) advise the Consultant promptly of any error or omission in the Construction Schedule and correct such error or omission;
- (v) continuously monitor the progress of the Work in relation to the Construction Schedule and the cash flow and update the Construction Schedule and the cash flow forecast with the monthly construction status report under Section 18.2(a), maintain the continuity of the Construction Schedule's CPM network for all updates and revisions and immediately notify Owner of any variance or potential variance in the scheduled completion dates;
- (vi) advise the Consultant of any revisions required to the Construction Schedule as a result of extension of the Contract Time in accordance with Schedule 11 – Change Procedure;
- (vii) identify potential variances between scheduling and scheduled completion dates, review the schedule of Work not started or incomplete and implement necessary adjustments in the Construction Schedule in order to meet the Scheduled Phase 1A Completion Date, the Scheduled Substantial Completion Date and the Scheduled Final Completion Date set out in the Construction Schedule, including the movement of manpower and equipment in response to availability of work areas;

- (viii) comply with the Construction Schedule so as not to interfere with the activities of Owner in the Existing Facility;
- (ix) monitor the Subcontractors' personnel staffing and equipment and the availability of materials and supplies in order to meet the Construction Schedule and take appropriate courses of action when the requirements of a Subcontract with any Project Co Party are not met;
- (x) obtain from Project Co Parties a schedule showing the order number, vendor's name, shop drawing status, manufacturing lead time and delivery date of all critical material and equipment required for the Work;
- (xi) pre-order equipment, materials and supplies where necessitated by cost and/or time factors and expedite delivery of critical items; and
- (xii) in consultation with the Owner's Project Manager and the Consultant, include in the Construction Schedule the integration of the equipment specifications, rough-in requirements, supply and installation, including of Owner's equipment to ensure that the ordering, delivery, receiving and supply of equipment does not impact on the Construction Schedule.

12.2 Changes to Critical Path

- (a) Any changes to the critical path of the Construction Schedule initiated by Project Co which affect the applicable Phased Occupancy Dates, Scheduled Phase 1A Completion Date, the Scheduled Substantial Completion Date or the Scheduled Final Completion Date must be approved in writing by Owner. Subject to the terms of Schedule 11 – Change Procedure, any Owner approval of such changes to the critical path does not entitle Project Co to a Change Order, an extension of the Contract Time or an addition to the Guaranteed Price.

12.3 Failure to Maintain Schedule

- (a) If Project Co is not meeting the deadlines set out in the Construction Schedule consistent with its obligations under this Project Agreement, then at the written request of Owner or the Consultant, Project Co, and the Project Co Parties as required, shall promptly increase efforts on the Project, including the addition of more personnel to the Project during regular times and during periods of time for which overtime may be required, and if the delay is for any reason other than as described in Sections 22.1(a) and 27.1(a), all expenses and costs incurred as a result shall be borne by Project Co. Any dispute between the parties as to whether Project Co is meeting the deadlines set out in the Construction Schedule shall be resolved in accordance with the provisions of Schedule 14 - Dispute Resolution Procedure.

13. WORK COMMITTEE AND EQUIPMENT SUBCOMMITTEE

13.1 Establishment

- (a) The Parties shall, within 30 days after the date of this Project Agreement, establish a committee (the “**Work Committee**”) consisting of:
 - (i) 1 representative appointed by Infrastructure Ontario from time to time;
 - (ii) the Consultant;
 - (iii) the following 2 representatives appointed by Owner:
 - (A) Owner’s Project Manager; and
 - (B) any individual appointed by Owner;
 - (iv) the following 2 representatives appointed by Project Co:
 - (A) Project Co’s project manager identified in Schedule 7 – Key Personnel; and
 - (B) Project Co’s site superintendent identified in Schedule 7 – Key Personnel.
- (b) Members of the Work Committee may, on prior notice to all members, invite such advisors and consultants as they require from time to time to attend meetings and provide briefings to the Work Committee.
- (c) The Owner’s Project Manager shall be the chairperson of the Work Committee.

13.2 Function and Role

- (a) The Work Committee shall assist the Parties by:
 - (i) promoting cooperative and effective communication;
 - (ii) performing a consultative and advisory role to facilitate decisions; and
 - (iii) making recommendations as to the optimum or preferred course of action,in each case, with respect to matters related to the Work.
- (b) The Work Committee shall be responsible for receiving and reviewing all matters related to the Work, including:
 - (i) any construction and Commissioning issues;

- (ii) the identification and resolution of Project Co Design Issues pursuant to Section 11.18;
- (iii) the Construction Schedule;
- (iv) any issues arising from reports or documents provided by Project Co or the Consultant, including, but not limited to, the monthly construction status reports referred to in Section 18.2(a) and the weekly reports referred to in Section 18.2(b);
- (v) any quality assurance and safety issues;
- (vi) the recommendations of the Equipment Subcommittee;
- (vii) any special matters referred to the Work Committee by Owner, any Owner Party, Project Co or any Project Co Party;
- (viii) any community and media relations issues in accordance with Schedule 21 – Communications Protocol; and
- (ix) any other issues pertaining to the Work.

13.3 Term of Work Committee

- (a) Unless otherwise agreed, the Work Committee shall operate only until the Final Completion Date.

13.4 Replacement of Committee Members

- (a) Infrastructure Ontario and Owner shall be entitled to replace any of their respective representatives on the Work Committee by written notice to the other and to Project Co. Project Co may replace any of its representatives on the Work Committee with the prior written consent of Owner, not to be unreasonably withheld or delayed.

13.5 Procedures and Practices

- (a) The members of the Work Committee may:
 - (i) adopt such procedures and practices for the conduct of the activities of the Work Committee and establish such subcommittees of the Work Committee, as they consider appropriate from time to time;
 - (ii) invite to any meeting of the Work Committee such other persons as the members of the Work Committee may agree;
 - (iii) exclude from any meeting of the Work Committee such persons as the members of the Work Committee may agree; and

- (iv) receive and review reports from any person or organization agreed to by the members of the Work Committee.
- (b) Once established, the Work Committee shall meet at least once each month from the date of this Project Agreement until the Final Completion Date, unless otherwise agreed by the members of the Work Committee or the Parties.
- (c) The Consultant may convene a special meeting of the Work Committee at any time. Special meetings of the Work Committee may be convened on not less than 5 Business Days notice to all members of the Work Committee, identifying the agenda items to be discussed at the special meeting, provided that, in an Emergency, a meeting may be called at any time on such notice as may be reasonable in the circumstances.
- (d) Unless otherwise agreed by the members of the Work Committee, the Work Committee shall meet at the Site, the Facility or another location in Barrie, Ontario. Meetings of the Work Committee may be held by means of such telephonic, electronic or other communication facilities as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously. A person participating in a meeting by such means will be deemed to be present at such meeting, provided that each member of the Work Committee must attend in person at least once each calendar quarter.
- (e) Minutes of all meetings, recommendations and decisions of the Work Committee, including those made by telephone or other form of communication, shall be recorded and maintained by the Consultant. The Consultant shall circulate copies of such minutes within 5 Business Days of the holding of the meeting. Unless Project Co notifies the Consultant within 5 Business Days of receipt of the minutes that Project Co disagrees with the contents of the minutes, Project Co, Owner and Infrastructure Ontario shall be deemed to have approved such minutes. The Consultant shall maintain a complete set of all minutes of the meetings of the Work Committee and shall make such minutes available for inspection by Project Co during regular business hours.

13.6 Equipment Subcommittee

- (a) The Parties shall, within 30 days after the date of this Project Agreement, establish an equipment subcommittee of the Work Committee (the “**Equipment Subcommittee**”) consisting of two representatives of each Party.
- (b) The Equipment Subcommittee shall assist the Parties by promoting cooperative and effective communication with respect to matters related to the equipment to be installed in connection with or incorporated into the Work, as contemplated by the Contract Documents.
- (c) The primary role of the Equipment Subcommittee shall be to coordinate the installation of all equipment in a timely and efficient manner and in accordance with the Construction Schedule.

- (d) The Equipment Subcommittee shall be responsible for receiving and reviewing all matters related to the equipment and shall make recommendations to the Work Committee in connection therewith.
- (e) The members of the Equipment Subcommittee may adopt such procedures and practices for the conduct of the activities of the Equipment Subcommittee as they consider appropriate from time to time.

14. CONTAMINATION

14.1 Contamination

- (a) For the purposes of applicable environmental legislation, Owner shall be deemed to have control and management of the Site with respect to Pre-Existing Environmental Site Conditions.
- (b) Prior to Project Co commencing the Work, Owner has taken:
 - (i) all reasonable steps to determine whether any Hazardous Substances are present at the Site; and
 - (ii) provided the Consultant, Lender's Consultant and Project Co with a report on any such Hazardous Substances, which report Project Co acknowledges is included in the Site Information.
- (c) Project Co shall take all reasonable steps to ensure that:
 - (i) no person suffers injury, sickness or death and no property is injured or destroyed as a result of exposure to or the presence of Hazardous Substances which were at the Site prior to Project Co commencing the Work, which are described in or are properly inferable, readily apparent or readily discoverable from the Site Information or would have been properly inferable, readily apparent or readily discoverable from inspections of the Site carried out by Project Co or by any Project Co Party during the Request for Proposals process prior to the Submission Date ("**Disclosed Hazardous Substances**");
 - (ii) all necessary steps are taken in accordance with legal requirements, to dispose of, store or otherwise render harmless Disclosed Hazardous Substances, save and except those not found on or affecting the area of the Work on the Site, unless otherwise expressly required pursuant to the Contract Documents; and
 - (iii) there is no discharge, escape, emission, leak, deposit, dispersion or migration into the environment ("**Release**") or threatened Release of any Disclosed Hazardous Substances at or from the Site which has or may have an adverse effect upon the environment or human health or safety

as a result of the performance of the Work by Project Co.

- (d) Project Co shall take reasonable steps to ensure that:
- (i) no person suffers injury, sickness or death and no property is injured or destroyed as a result of exposure to or the presence of Hazardous Substances brought to the Site by Project Co or any Project Co Party (“**Project Co Hazardous Substances**”);
 - (ii) Project Co and each Project Co Party is responsible to comply with all Applicable Law relating to Project Co Hazardous Substances; and
 - (iii) there is no Release or threatened Release of any Project Co Hazardous Substances at or from the Site which has or may have an adverse effect upon the environment or human health or safety.

(e) If Project Co:

- (i) encounters Hazardous Substances at the Site, or
- (ii) has reasonable grounds to believe that Hazardous Substances are present at the Site,

which were not disclosed by Owner, as required under Section 14.1(b) or which were not properly inferable, readily apparent or readily discoverable from the Site Information or would have been properly inferable, readily apparent or readily discoverable from inspections of the Site carried out by Project Co or by any Project Co Party during the Request for Proposals process prior to the Submission Date (the “**Undisclosed Hazardous Substances**”), Project Co shall:

- (iii) take all reasonable steps, including stopping the Work, to ensure that no person suffers injury, sickness or death and that no property is injured or destroyed as a result of exposure to or the presence of the Hazardous Substances; and
 - (iv) immediately report the circumstances to the Consultant, Lender’s Consultant and Owner in writing.
- (f) If Project Co is delayed in performing the Work or incurs additional costs as a result of taking steps required under Section 14.1(e)(iii) (except where a Release or threatened Release is caused by a default by Project Co in the performance of its obligations under this Article 14), the Consultant shall issue appropriate instructions for a Change in the Scope of the Work as provided in Schedule 11 – Change Procedure, and the Contract Time shall be extended for such reasonable time as the Consultant may recommend in consultation with Owner and Project Co, and the Guaranteed Price shall be adjusted by a reasonable amount for costs incurred by Project Co as a result of the delay and as a result of taking those steps.

- (g) Notwithstanding Sections 8.2(f), 8.2(g) and Schedule 14 – Dispute Resolution Procedure, the Consultant may select and rely upon the advice of an independent expert in a dispute under Section 14.1(f) and, in that case, the expert shall be deemed to have been jointly retained by Owner and Project Co and shall be jointly paid by them.
- (h) In the event of any Release or threatened Release of any Hazardous Substances at or from the Site, Project Co shall immediately, upon becoming aware of same, notify the Consultant and Owner of such event.
- (i) This Section 14.1, together with the corresponding indemnities in Section 32.1(a)(viii) and Section 32.2(a)(iv), shall govern over the provisions of Sections 25.3(a)(v) and 26.2(a)(iii);
- (j) If Project Co causes or permits:
 - (i) any Project Co Hazardous Substances to be dealt with by Project Co or any Project Co Party in a manner which does not comply with Applicable Law or which threatens human health and safety or the environment or causes material damage to the property of Owner or others; or
 - (ii) any Disclosed Hazardous Substances which were already at the Site but which were then harmless or stored, contained or otherwise dealt with in accordance with Applicable Law, to be dealt with by Project Co or any Project Co Party in a manner which does not comply with Applicable Law or which threatens human health and safety or the environment or causes material damage to the property of Owner or others,

Project Co, upon becoming aware of same shall:

- (iii) take all reasonable steps, including stopping the Work, to ensure that no person suffers injury, sickness or death and that no property is injured or destroyed as a result of exposure to or the presence of the Hazardous Substances; and
- (iv) upon becoming aware of same, report the circumstances to the Consultant and Owner by telephone, confirmed in writing.
- (k) In the circumstances contemplated in Sections 14.1(c), 14.1(d), 14.1(e) or 14.1(j), Project Co shall perform its obligations thereunder, at Project Co's sole cost and expense (except in the circumstances contemplated by Section 14.1(e), which shall be at Owner's sole cost and expense in accordance with the provisions of Section 14.1(f)). Project Co shall perform its obligations under Sections 14.1(c), 14.1(d), 14.1(e) or 14.1(j), including, as applicable, any clean up, removal, containment, storage or other dealing with relevant Hazardous Substances and any remediation of damage caused thereby, in a manner which the Governmental Authorities determine will:

- (i) meet all Applicable Law, including the applicable Table of the Soil Groundwater and Sedimentary Standards for use under Part XV.I of the *Environmental Protection Act*, dated March 9, 2004, and ensure compliance with any applicable Permits, Licences and Approvals; and
- (ii) rectify all material damage to the property of Owner and others.

15. ITEMS OF GEOLOGICAL, HISTORICAL OR ARCHAEOLOGICAL INTEREST OR VALUE

15.1 Objects Property of Owner

- (a) As between the Parties, all fossils, artefacts and other objects having artistic, historic, archaeological or monetary value, including human remains and burial sites, which may be found on or at the Site are or shall be the sole and absolute property of Owner.

15.2 Procedure Upon Discovery of Objects

- (a) Upon the discovery of any item referred to in Section 15.1(a) during the course of the Work, Project Co shall:
 - (i) immediately inform the Consultant of such discovery;
 - (ii) take all steps not to disturb the item and, if necessary, cease any Work in so far as performing such Work would endanger the item or prevent or impede its excavation;
 - (iii) take all necessary steps to preserve and ensure the preservation of the item in the same position and condition in which it was found; and
 - (iv) comply, and ensure compliance by all Project Co Parties, with Applicable Law and all requirements of Governmental Authorities with respect to such discovery, including Schedule 10 – Heritage Guidelines and Protocols.
- (b) In the event that Owner wishes Project Co to perform actions which are in addition to any required pursuant to Section 15.2(a), then Owner shall issue an instruction to Project Co specifying what action Owner requires Project Co to take and Project Co shall promptly and diligently comply with all such instructions.

15.3 Compensation Event

- (a) If Sections 15.2(a) and 15.2(b) require Project Co to perform any alteration, addition, demolition, extension or variation in the Work or to suspend or delay performance of the Work as a result of such discovery and which would not otherwise be required under this Project Agreement, then any such alteration, addition, demolition, extension or variation in the Work, or suspension or delay in

the performance of the Work, shall, subject to and in accordance with Article 22, be treated as a Delay Event and, subject to and in accordance with Article 23, be treated as a Compensation Event, provided however that the foregoing shall not apply to the extent that any item referred to in Section 15.1(a) was disclosed in or properly inferable, readily apparent or readily discoverable from the Site Information or would have been properly inferable, readily apparent or readily discoverable from inspections of the Site carried out by Project Co or by any Project Co Party during the Request for Proposals process prior to the Submission Date.

16. COMMISSIONING AND COMPLETION

16.1 Completion of the Phase 1A Work

- (a) Project Co shall deliver a notice to Owner and the Consultant at least 90 days prior to the date anticipated by Project Co to the Phase 1A Completion Date. Project Co acknowledges that Owner needs a minimum of 90 days notice prior to the anticipated Phase 1A Completion Date to prepare for Commissioning. Project Co shall advise Owner and the Consultant of any change in the anticipated date. Project Co shall, by the date which is 20 days prior to the anticipated Phase 1A Completion Date as set out in Project Co's notice, prepare a list, in electronic format on software that identifies deficiencies by division, trade and location ("**Phase 1A Preliminary Minor Deficiencies List**") of Minor Deficiencies, including an estimate of the cost of and the time for rectifying such Minor Deficiencies.
- (b) Project Co shall reconfirm the anticipated Phase 1A Completion Date in a notice given to Owner and to the Consultant 20 days prior to the anticipated Phase 1A Completion Date which notice shall include a copy of the Phase 1A Preliminary Minor Deficiencies List. Project Co shall plan for start up and verification of all systems to be completed no later than 7 days prior to the anticipated Phase 1A Completion Date. Project Co shall reconfirm the anticipated Phase 1A Completion Date and when Project Co is satisfied that it has completed all the requirements for Completion of the Phase 1A Work, Project Co shall apply to Owner and the Consultant for certification of Completion of the Phase 1A Work in a notice to Owner and the Consultant by the date which is 10 days prior to the anticipated Phase 1A Completion Date. The Consultant shall in the next following 10 days, proceed to review and inspect the Phase 1A Work and, taking into account the Phase 1A Preliminary Minor Deficiencies List, prepare its own list of Minor Deficiencies (the "**Phase 1A Minor Deficiencies List**") and its estimate of the cost of and the time for rectifying the Phase 1A Minor Deficiencies set out in the Phase 1A Minor Deficiencies List.
- (c) When the Consultant is satisfied that Completion of the Phase 1A Work has been achieved, the Consultant shall provide to Owner and to Project Co a report confirming the Phase 1A Minor Deficiencies List and the date on which the Consultant determines that Completion of the Phase 1A Work was achieved.

Failure to include an item on the Phase 1A Minor Deficiencies List does not alter the responsibility of Project Co to complete the Phase 1A Work.

- (d) The Consultant shall state the Phase 1A Completion Date as set out in its report delivered under Section 16.1(c) in a certificate.
- (e) The Consultant shall prepare the Phase 1A Minor Deficiencies List before a certificate of Completion of the Phase 1A Work is issued, but the Consultant shall not withhold the certificate of Completion of the Phase 1A Work by reason solely that there are such Phase 1A Minor Deficiencies in respect of the Phase 1A Work.
- (f) Owner may withhold from the payment otherwise due on the Interim Reimbursement Payment Date a holdback amount that is [REDACTED]% of the amount estimated by the Consultant for Owner to complete and rectify the Phase 1A Minor Deficiencies. The Consultant shall inspect the completion of the Phase 1A Minor Deficiencies and shall provide a monthly progress report to Owner describing the Phase 1A Minor Deficiencies which have been completed to the satisfaction of the Consultant, and Owner shall release from such holdback the amount of any holdback allocated to the Phase 1A Minor Deficiencies which have been completed. If, at any time after the 120 day period for completion of the Phase 1A Minor Deficiencies referred to in Section 4.2 of Schedule 18 – Payments And Holdbacks, any of the Phase 1A Minor Deficiencies are not completed in 10 Business Days following Project Co’s receipt of a written notice from Owner to correct the deficient work, or Project Co is not diligently working towards completion of the deficient work to the satisfaction of the Consultant, and unless Owner otherwise agrees, or the reasons for any delay are acceptable to Owner, or the delay is caused by Owner or an Owner Party, Owner may engage others to perform the work necessary to complete and rectify the Phase 1A Minor Deficiencies at the risk and cost of Project Co and Owner may deduct such cost from the holdback amount or any other amount remaining owing by Owner to Project Co. If the cost of completion and rectification of any Phase 1A Minor Deficiencies exceeds the amount held back by Owner, then Project Co shall reimburse Owner for all such excess costs.
- (g) Project Co shall assign to Owner and submit with the application for Completion of the Phase 1A Work, all guaranties, warranties (whether from manufacturers, or Project Co Parties), certificates, preliminary testing and balancing reports, distribution system diagrams, maintenance and operation instructions, maintenance manuals and materials and any other materials or documentation required to be submitted under this Project Agreement and otherwise required for the proper use and operation of the Work (collectively, the “**Phase 1A Deliverables**”). If Project Co requests, Project Co and the Consultant shall, within 60 days following the request of Project Co, settle and agree upon a list specifying in reasonable detail the items to be assigned and submitted under the foregoing sentence. If Project Co is unable to provide any of the Phase 1A Deliverables for any reason, Project Co may submit a list of the outstanding Phase 1A Deliverables and if a delay in the delivery of such outstanding Phase 1A

Deliverables will not impair the safety, security or health of the occupants of the Project, such outstanding Phase 1A Deliverables shall be included as Phase 1A Minor Deficiencies. Failure to submit any of the Phase 1A Deliverables that are required for the safe occupation and use of the Phase 1A Work and as may be necessary for the security and health of the occupants of the Project, shall be grounds for the Consultant to state in its report that Completion of the Phase 1A Work has not been achieved. For the purposes of Section 16.1(f), and any holdback to be taken as contemplated thereunder, the value of such outstanding Phase 1A Deliverables shall, without regard to the degree or quantum of such outstanding Phase 1A Deliverables, be set at \$[REDACTED]. The assignment by Project Co of all guarantees and warranties shall expressly reserve the right of Project Co to make any claims under such guarantees and warranties for the repair or replacement of any Work and such assignment shall in no way prejudice any rights of or benefits accruing to Project Co pursuant to such guarantees and warranties. For greater certainty, nothing herein is intended to constitute a release or waiver of the obligation of Project Co to submit and assign (as applicable) to Owner all of the Phase 1A Deliverables.

16.2 Substantial Completion of the Work

- (a) Project Co shall deliver a notice to Owner and the Consultant at least 90 days prior to the date anticipated by Project Co to be the Substantial Completion Date. Project Co acknowledges that Owner needs a minimum of 90 days notice prior to the anticipated Substantial Completion Date to prepare for Commissioning. Project Co shall advise Owner and the Consultant of any change in the anticipated date. Project Co shall, by the date which is 20 days prior to the anticipated Substantial Completion Date as set out in Project Co's notice, prepare a list, in electronic format on software that identifies deficiencies by division, trade and location ("**Project Co's Preliminary Minor Deficiencies List**") of Minor Deficiencies, including an estimate of the cost of and the time for rectifying such Minor Deficiencies.
- (b) Project Co shall reconfirm the anticipated Substantial Completion Date in a notice given to Owner and to the Consultant 20 days prior to the anticipated Substantial Completion Date which notice shall include a copy of Project Co's Preliminary Minor Deficiencies List. Project Co shall plan for start up and verification of all systems to be completed no later than 7 days prior to the anticipated Substantial Completion Date. Project Co shall reconfirm the anticipated Substantial Completion Date and when Project Co is satisfied that it has completed all of the requirements for Substantial Completion of the Work, Project Co shall apply to Owner and the Consultant for certification of Substantial Completion of the Work in a notice to Owner and the Consultant by the date which is 10 days prior to the anticipated Substantial Completion Date. The Consultant shall in the next following 10 days, proceed to review and inspect the Work for the purpose of: (i) confirming the achievement of Substantial Completion of the Work and providing its report with respect thereto pursuant to Section 16.2(d); (ii) certifying substantial performance of the Work in accordance with the *Construction Lien*

Act (Ontario) pursuant to Section 16.2(c); and (iii) taking into account Project Co's Preliminary Minor Deficiencies List, preparing its own list of Minor Deficiencies (the "**Minor Deficiencies List**") and its estimate of the cost of and the time for rectifying the Minor Deficiencies set out in the Minor Deficiencies List.

- (c) When the Consultant is satisfied that substantial performance of the Work in accordance with the *Construction Lien Act* (Ontario) has been achieved, the Consultant shall provide Project Co and Owner with a certificate of substantial performance in accordance with the *Construction Lien Act* (Ontario).
- (d) When the Consultant is satisfied that Substantial Completion of the Work has been achieved, the Consultant shall provide to Owner and to Project Co a report confirming the Minor Deficiencies List and the date on which the Consultant determines that Substantial Completion of the Work was achieved. Failure to include an item on the Minor Deficiencies List does not alter the responsibility of Project Co to complete the Work.
- (e) The Consultant shall state the Substantial Completion Date as set out in its report delivered under Section 16.2(d) in a certificate.
- (f) The Consultant shall prepare the Minor Deficiencies List before a certificate of Substantial Completion of the Work is issued, and if the certificate referred to in Section 16.2(c) has been issued, then the Consultant shall not withhold the certificate of Substantial Completion of the Work by reason solely that there are such Minor Deficiencies.
- (g) Project Co shall publish in a construction trade newspaper in the area of the location of the Work, a copy of the certificate of substantial performance in accordance with the *Construction Lien Act* (Ontario) and Project Co shall provide suitable evidence of the publication to the Consultant and Owner.
- (h) Owner may withhold from the payment otherwise due on the Final Reimbursement Payment Date a holdback amount that is **[REDACTED]**% of the amount estimated by the Consultant for Owner to complete and rectify the Minor Deficiencies. The Consultant shall inspect the completion of the Minor Deficiencies and shall provide a monthly progress report to Owner describing the Minor Deficiencies which have been completed to the satisfaction of the Consultant, and Owner shall release from such holdback the amount of any holdback allocated to the Minor Deficiencies which have been completed. If, at any time after the 120 day period for completion of the Minor Deficiencies referred to in Section 4.2 of Schedule 18 – Payments And Holdbacks, any of the Minor Deficiencies are not completed in 10 Business Days following Project Co's receipt of a written notice from Owner to correct the deficient work, or Project Co is not diligently working towards completion of the deficient work to the satisfaction of the Consultant, and unless Owner otherwise agrees, or the reasons for any delay are acceptable to Owner, or the delay is caused by Owner or an

Owner Party, Owner may engage others to perform the work necessary to complete and rectify the Minor Deficiencies at the risk and cost of Project Co and Owner may deduct such cost from the holdback amount or any other amount remaining owing by Owner to Project Co. If the cost of completion and rectification of any Minor Deficiencies exceeds the amount held back by Owner, then Project Co shall reimburse Owner for all such excess costs.

- (i) Project Co shall assign to Owner and submit with the application for Substantial Completion of the Work, all guaranties, warranties (whether from manufacturers, or Project Co Parties), certificates, preliminary testing and balancing reports, distribution system diagrams, maintenance and operation instructions, maintenance manuals and materials and any other materials or documentation required to be submitted under this Project Agreement and otherwise required for the proper use and operation of the Work (collectively, the “**Project Deliverables**”). If Project Co requests, Project Co and the Consultant shall, within 60 days following the request of Project Co, settle and agree upon a list specifying in reasonable detail the items to be assigned and submitted under the foregoing sentence. If Project Co is unable to provide any of the Project Deliverables for any reason, Project Co may submit a list of the outstanding Project Deliverables and if a delay in the delivery of such outstanding Project Deliverables will not impair the safety, security or health of the occupants of the Project, such outstanding Project Deliverables shall be included as Minor Deficiencies. Failure to submit any of the Project Deliverables that are required for the safe occupation and use of the Work and as may be necessary for the security and health of the occupants of the Project, shall be grounds for the Consultant to reject Project Co’s application for Substantial Completion of the Work. For the purposes of Section 16.2(h), and any holdback to be taken as contemplated thereunder, the value of such outstanding Project Deliverables shall, without regard to the degree or quantum of such outstanding Project Deliverables, be set at \$[REDACTED], provided that if there has been a holdback established on account of outstanding Phase 1A Deliverables under Section 16.1(f) and on the Final Reimbursement Payment Date such holdback amount has not been released then the holdback amount of \$[REDACTED] set in respect to outstanding Project Deliverables shall be deemed included without duplication in the holdback on account of outstanding Phase 1A Deliverables under Section 16.1(f) and the provisions of Section 16.1(f) shall apply to such outstanding Project Deliverables *mutatis mutandis*. The assignment by Project Co of all guarantees and warranties shall expressly reserve the right of Project Co to make any claims under such guarantees and warranties for the repair or replacement of any Work and such assignment shall in no way prejudice any rights of or benefits accruing to Project Co pursuant to such guarantees and warranties. For greater certainty, nothing herein is intended to constitute a release or waiver of the obligation of Project Co to submit and assign (as applicable) to Owner all of the Project Deliverables.
- (j) The submission of an application for payment upon Substantial Completion of the Work shall constitute a waiver by Project Co of all claims whatsoever against Owner under this Project Agreement, whether for a change in the Guaranteed

Price, extension of the Contract Time or otherwise, except (i) those made in writing prior to Project Co's application for payment upon Substantial Completion of the Work, and still unsettled; (ii) any third party claim which Project Co was not aware of at such time and with respect to which Project Co is entitled to indemnification from Owner in accordance with this Project Agreement; and (iii) subject to any subsequent waiver under Section 33.2, claims arising out of any act or omission of Owner or any Owner Party after the date of the waiver, and third-party claims arising after the date of the waiver. For greater certainty, for the purposes of clauses (i) and (ii) above, a third party claim does not include any claim by a Project Co Party.

17. OWNER ACCESS, INSPECTION AND MONITORING

17.1 Owner Access

- (a) Subject to Section 17.1(b) but without limiting any of Owner's rights in respect of the Site, Project Co acknowledges and agrees that Owner, the Owner Parties and Lender's Consultant shall have unrestricted access to the Site, the Facility and any workshop where materials, plant or equipment are being manufactured, prepared or stored, at all reasonable times, during normal working hours. Project Co shall provide sufficient, safe and proper facilities at all times for the review of the Work by the Consultant and the inspection of the Work by authorized agencies. If parts of the Work are in preparation at locations other than the Site, Owner and the Consultant, Owner's Project Manager and Lender's Consultant shall be given access to such Work wherever it is in progress upon reasonable notice and during normal business hours.
- (b) In exercising their access rights under Section 17.1(a), Owner and the Owner Parties shall comply with all relevant safety procedures and any reasonable directions with regard to site safety that may be issued by or on behalf of Project Co from time to time.
- (c) If Work is designated for tests, inspections, or approvals in the Contract Documents, or by the Consultant's instructions, or pursuant to Applicable Law, Project Co shall give the Consultant reasonable notice of when the Work will be ready for review and inspection. Project Co shall arrange for and shall give the Consultant reasonable notice of the date and time of inspections by other authorities.
- (d) Project Co shall furnish promptly to the Consultant 2 copies of certificates and inspection reports relating to the Work.

17.2 Right to Open Up

- (a) Owner and the Consultant shall have the right, at any time prior to the Final Completion Date, to request Project Co to open up and inspect (or allow Owner or the Consultant, as applicable, to inspect) any part or parts of the Work, or to require testing of any part or parts of the Work, where Owner or the

Consultant, as applicable, reasonably believes that such part or parts of the Work is or are defective or that Project Co has failed to comply with the requirements of this Project Agreement (including the Contract Documents) relevant to such part or parts of the Work, and Project Co shall comply with such request. When Owner makes such a request, Owner shall include reasonably detailed reasons with such request.

- (b) If the inspection shows that the relevant part or parts of the Work is or are defective or that Project Co has failed to comply with the requirements of this Project Agreement (including the Contract Documents) relevant to such part or parts of the Work, Project Co shall rectify all such defects and non-compliance diligently (including any re-testing) at no cost to Owner and Project Co shall not be entitled to any additional compensation (and for clarity, such Work shall not form part of the Cost of the Work) or extension of the Contract Time in relation thereto.
- (c) If the inspection shows that the relevant part or parts of the Work is or are not defective and that Project Co has complied with the requirements of this Project Agreement (including the Contract Documents and the requirements of Sections 17.1(a) and 17.1(c)) relevant to such part or parts of the Work, the exercise by Owner or the Consultant, as applicable, of its rights pursuant to this Section 17.2 shall, subject to and in accordance with Article 22, be treated as a Delay Event and, subject to and in accordance with Article 23, be treated as a Compensation Event. For greater certainty, if Project Co has failed to comply with the requirements of Sections 17.1(a) or 17.1(c), the provisions of Section 17.2(b) shall apply as if the relevant part or parts of the Work is or are defective.
- (d) Where inspection and testing services are specified, the firm employed for such services shall be the firm named and paid by Owner, or named by Owner and paid through a Cash Allowance Disbursement Authorization by Project Co and others (unless otherwise indicated) or named and paid by Contractor. Such inspection shall be identified in the Construction Schedule and Project Co shall give the Consultant timely notice requesting on-site inspection when required.

17.3 No Relief from Obligations

- (a) The Parties acknowledge that the exercise by Owner or the Consultant of the rights under this Article 17 shall in no way affect the obligations of Project Co under this Project Agreement except as set out in this Article 17.

18. RECORDS, AUDIT AND REPORTING

18.1 Accounting and Audit

- (a) Project Co shall maintain and keep accurate Project records (which means all tangible records, documents, computer printouts, electronic information, books, plans, drawings, specifications, accounts or other information) relating to the Work for a period of 7 years from the date of Substantial Completion of the

Work. Project Co shall maintain the original Project records in its office at 50 Acadia Avenue, Markham, Ontario L3R 0B3 until all claims have been settled as required by Applicable Law.

- (b) In addition to other rights of inspection contemplated in the Contract Documents, Project Co shall allow Owner, the Consultant, Lender's Consultant or other persons authorized by Owner access to the Project records as they pertain to Work performed on a reimbursable basis pursuant to Section 2.3.2 of Schedule 11 – Change Procedure, or unit price basis, pursuant to Section 2.3.3 of Schedule 11 – Change Procedure, during the course of the Work and for such period of time that Project Co is required to maintain the records set out in Section 18.1(a). Project Co shall be provided with 48 hours prior notice for such access. Project Co shall promptly provide, at the sole cost of Owner, a certified copy of any part of such Project records required by Owner when requested by Owner.
- (c) Subject to Section 18.1(d), Project Co shall ensure that equivalent provisions to those provided in Section 18.1(a) and 18.1(b) are made in the Construction Contract (and shall require the Contractor to incorporate same into every level of contract thereunder with a Project Co Party) for any part of the Work in order, among other things, to provide Owner with access to Project records as contemplated herein.
- (d) The provisions of Section 18.1(b) shall only apply with respect to Change Orders and items under cash allowances.

18.2 Reporting

- (a) Project Co shall submit 7 copies of a monthly construction status report to Owner by the 10th calendar day after the last day of the relevant monthly reporting period which shall include an update of the Construction Schedule prepared in accordance with the requirements of Section 12.1. Project Co shall use the project management software system directed by Owner if Owner elects, in its Sole Discretion, to utilize such software. The construction status report will appropriately address significant aspects of, and variances in, the progress of the Work, and shall include (i) an executive bar chart summary of the Construction Schedule; (ii) the current schedule performance index (developed in accordance with Good Industry Practice); (iii) Project Co's narrative report addressing any significant problems, decisions and pending claims; (iv) a detailed report showing the costs to complete the balance of the Work; (v) an executive summary of the progress to date of the building systems; (vi) a financial status report together with a report of any pending or other matters or claims that could have a financial impact on the Project, including a report on any labour disruptions or strikes that may have occurred or are pending; (vii) an updated cash flow report and projections in conjunction with the monthly Construction Schedule update including a cash flow graph that depicts actual cash flow against projected cash flow. The initial cash flow projection shall be based on the baseline Construction Schedule as referenced in Section 12.1(a)(iii), cost loaded by key trades for each

division based on the accepted schedule of values, and properly reflective of the true value of each of the components of the schedule over time and shall provide cost loading of the schedule to demonstrate cost allocation by division for all major subtrades and vendors, including all milestones and Phases of the Work, at a level of detail acceptable to Owner. For additional clarity, the cash flow used for the basis of this report is different from a Lender's drawdown schedule which is used for financial purposes. Subsequent monthly cash flow projections shall be based on the true value of the Work remaining in accordance with the Construction Schedule updates. This report shall also include an explanation for variances in actual cash flow against projected cash flow each period; (viii) progress photos from different views to indicate the progress of the Work in digital format, indicating the date and location of the photograph; (ix) a safety report addressing any incidents or accidents; (x) approved Change Orders, priced change notices awaiting approval and Contemplated Change Notices; and (xi) the status of Project Co Design Issues. Items of immediate concern are to be highlighted, noting when decisions must be reached in order to keep the Project on schedule.

- (b) Project Co shall prepare and deliver a weekly report to Owner by end of business on Friday of every week between the date of this Project Agreement and the Final Completion Date. The weekly report shall summarize the Work completed by Project Co during the week to which it relates and set out the Work planned to be completed over the two weeks that follow the date of the report. The weekly report shall include the following information:
 - (i) Construction activities by major trade that occurred during the week and those planned over the two (2) weeks that follow;
 - (ii) Major equipment deliveries that occurred during the week and planned major deliveries over the two weeks that follow; and
 - (iii) The workforce average for the week.
- (c) Project Co shall cause Agent to cause, in accordance with Section 5.2 of Schedule 5 - Lender's Direct Agreement, the Lender's Consultant to provide Owner and Infrastructure Ontario a copy of any written assessment or report prepared by the Lender's Consultant in relation to the status or progress of the Work under the Construction Contract, including but not limited to, any certificate of payment, concurrently with its delivery to the Agent and/or Project Co.

19. OWNER'S REMEDIAL RIGHTS

19.1 Exercise of Remedial Rights

- (a) Owner may exercise all rights set out in this Article 19 at any time and from time to time if:

- (i) Owner, acting reasonably, considers that a breach by Project Co of any obligation under this Project Agreement, or any act or omission on the part of Project Co or any Project Co Party:
 - (A) does or can reasonably be expected to create a serious threat to the health or safety of any user of any part of or the whole of the Facility, including employees of, or patients, volunteers and visitors to the Facility and members of the public; or
 - (B) may potentially compromise the reputation or integrity of Owner or the nature of the Province's health care system, so as to affect public confidence in that system.

provided that:

- (C) in respect of a breach by Project Co of any obligation under this Project Agreement or any act or omission on the part of Project Co or any Project Co Party which can reasonably be expected to cause any of the consequences set out in Section 19.1(a)(i)(A), Owner shall not exercise its rights under this Article 19 unless Project Co has failed to cure the relevant breach, act or omission within 5 Business Days of notice from Owner or, if such breach, act or omission cannot reasonably be cured within such 5 Business Day period, Project Co thereafter fails to diligently and continuously pursue such cure and to cure such breach, act or omission within a reasonable period thereafter, provided that Project Co shall not be entitled to a cure period if any of the consequences set out in Section 19.1(a)(i)(A) actually occur; and
 - (D) in respect of Section 19.1(a)(i)(B), Owner shall not exercise its rights under this Article 19 unless Project Co has failed to cure the relevant breach, act or omission within 5 Business Days of notice from Owner or, if such breach, act or omission cannot reasonably be cured within such 5 Business Day period, Project Co thereafter fails to diligently and continuously pursue such cure and to cure such breach, act or omission within a reasonable period thereafter; or
- (ii) Subject to Section 10.1(b), Project Co has failed to comply with any written direction issued by or on behalf of Owner's board of directors.

19.2 Emergency

- (a) Notwithstanding that Project Co is not in breach of its obligations under this Project Agreement, Owner may exercise all of the rights set out in this Article 19 at any time and from time to time if Owner, acting reasonably, considers the circumstances to constitute an Emergency.

19.3 Rectification

- (a) Without prejudice to Owner's rights under Article 25 and any other rights under this Project Agreement, in any of the circumstances set out in Sections 19.1 or 19.2, Owner may, by written notice, require Project Co to take such steps as Owner, acting reasonably, considers necessary or expedient to mitigate, rectify or protect against such circumstance, including, if applicable, the termination and replacement of any Project Co Party, and Project Co shall use commercially reasonable efforts to comply with Owner's requirements as soon as reasonably practicable.
- (b) If Owner gives notice to Project Co pursuant to Section 19.3(a) and either:
 - (i) Project Co does not either confirm, within 5 Business Days of such notice or such shorter period as is appropriate in the case of an Emergency that it is willing to take the steps required in such notice or present an alternative plan to Owner to mitigate, rectify and protect against such circumstances that Owner may accept or reject acting reasonably; or
 - (ii) Project Co fails to take the steps required in such notice or accepted alternative plan within such time as set out in such notice or accepted alternative plan or within such longer time as Owner, acting reasonably, shall think fit,then Owner may take such steps as it considers to be appropriate, acting reasonably, requiring the termination and replacement of Project Co Parties, either itself or by engaging others (including a third party) to take any such steps.
- (c) Notwithstanding the foregoing provisions of this Section 19.3, in the event of an Emergency, the notice under Section 19.3(a) shall be given as promptly as possible having regard to the nature of the Emergency and Owner may, prior to Project Co's confirmation under Section 19.3(b)(i), take such steps as are appropriate having regard to the nature of the Emergency.

19.4 Costs and Expenses

- (a) Subject to Owner's obligations pursuant to Sections 19.5 and 19.6:
 - (i) Project Co shall bear all costs and expenses incurred by Project Co in relation to the exercise of Owner's rights pursuant to this Article 19; and
 - (ii) Project Co shall reimburse Owner for all reasonable costs and expenses incurred by Owner in relation to the exercise of Owner's rights pursuant to this Article 19, including in relation to Owner taking such steps, either itself or by engaging others (including a third party) to take any such steps as Owner considers appropriate and as are in accordance with this Article 19.

19.5 Reimbursement Events

- (a) In this Section 19.5, a “**Reimbursement Event**” means:
 - (i) an act or omission of Project Co or any Project Co Party or a breach of any obligation under this Project Agreement, but only to the extent such act, omission or breach is caused by Owner or an Owner Party; or
 - (ii) an Emergency that is not caused by an act or omission of Project Co or any Project Co Party.
- (b) If Owner either takes steps itself or requires Project Co to take steps in accordance with this Article 19 as a result of a Reimbursement Event:
 - (i) Owner shall reimburse Project Co for the reasonable costs and expenses incurred by Project Co in relation to the exercise of Owner’s rights pursuant to this Article 19 that would not otherwise have been incurred by Project Co in the proper performance of its obligations under this Project Agreement; and
 - (ii) Owner shall bear all costs and expenses incurred by Owner in relation to the exercise of Owner’s rights pursuant to this Article 19.

19.6 Reimbursement if Improper Exercise of Rights

- (a) If Owner exercises its rights pursuant to this Article 19, but Owner was not entitled to do so, Owner shall reimburse Project Co for the reasonable costs and expenses directly incurred by Project Co over and above those that would otherwise have been incurred by Project Co in the proper performance of its obligations under this Project Agreement and that are directly and reasonably incurred by Project Co in complying with those written requirements of Owner issued as a result of Owner having exercised such rights.
- (b) Project Co acknowledges and agrees that Project Co has no right to require a determination of whether or not Owner is entitled to exercise its rights pursuant to this Article 19 before taking any such action that Owner may require and Project Co shall comply with all of Owner’s requirements. Only concurrently with or after complying with Owner’s requirements shall Project Co be entitled to refer any Dispute for resolution in accordance with Schedule 14 – Dispute Resolution Procedure.

20. CHANGES

20.1 Change Procedure

- (a) Except as otherwise expressly provided in this Project Agreement, Schedule 11 – Change Procedure shall apply with respect to Changes in the Scope of the Work.

21. CHANGES IN LAW

21.1 Performance after Change in Law

- (a) Following any and all Changes in Law, Project Co shall perform the Work in accordance with the terms of this Project Agreement, including in compliance with Applicable Law.

21.2 Relevant Change in Law

- (a) On the occurrence of a Relevant Change in Law, either Party shall be entitled to seek compensation for any increase or decrease (as the case may be) in the net cost to Project Co of performing the Work so as to put such Party in no better and no worse position than it would have been in had the Relevant Change in Law not occurred. Any such compensation shall be calculated in accordance with this Section 21.2.
- (b) On the occurrence of a Relevant Change in Law:
 - (i) either Party may give notice to the other and to the Consultant of the need for a Change Order as a result of such Relevant Change in Law;
 - (ii) the Parties and the Consultant shall meet within 10 Business Days of such notice to consult with respect to the effect of the Relevant Change in Law and to reach an agreement on whether a Change Order is required as a result of such Relevant Change in Law, and if within 10 Business Days of this meeting an agreement has not been reached, either Party may refer the question of whether a Relevant Change in Law has occurred or the effect of any Relevant Change in Law for resolution in accordance with Schedule 14 – Dispute Resolution Procedure; and
 - (iii) within 10 Business Days of agreement or determination that a Change Order is required, the Consultant shall issue a Change Order and the relevant provisions of Schedule 11 – Change Procedure shall apply except that:
 - (A) the Parties shall, without prejudice to their respective general obligations to comply with the terms of this Project Agreement:
 - (I) use commercially reasonable efforts to mitigate the adverse effects of any Relevant Change in Law and take commercially reasonable steps to minimize any increase in costs arising from such Relevant Change in Law; and
 - (II) use commercially reasonable efforts to take advantage of any positive or beneficial effects of any Relevant Change in Law and take commercially reasonable steps to maximize

any reduction in costs arising from such Relevant Change in Law; and

- (B) any entitlement to compensation payable shall be in accordance with this Section 21.2, and any calculation of compensation shall take into consideration, inter alia:
 - (I) any failure by a Party to comply with Section 21.2(b)(iii)(A);
 - (II) any increase or decrease in its costs resulting from such Relevant Change in Law; and
 - (III) any amount which Project Co recovers under any insurance policy (or would recover if it complied with its obligations to insure under this Project Agreement or the terms of any policy of insurance required under this Project Agreement) which amount, for greater certainty, shall not include the amount of any excess or deductibles or any amount above the maximum insured amount applicable to any such insurance policy.
- (c) Project Co shall not be entitled to any payment or compensation or, except as provided in Article 22 or otherwise in this Project Agreement, relief, in respect of any Relevant Change in Law, or the consequences thereof, other than in accordance with this Section 21.2, and Article 23 shall be construed accordingly.

22. DELAY EVENTS

22.1 Definition

- (a) For the purposes of this Project Agreement, “**Delay Event**” means any of the following events or circumstances only to the extent, in each case, that it affects the critical path of the Construction Schedule:
 - (i) if Project Co is delayed in the performance of the Work by:
 - (A) acts or omissions of Owner or any Owner Party contrary to the provisions of this Project Agreement; or
 - (B) a stop work order issued by a Governmental Authority, provided that such order was not issued as a result of an act, omission or fault of Project Co or a Project Co Party; or
 - (C) a direction from Owner to Project Co to suspend the performance of the Work or a portion thereof as a result of a public health issue arising in connection with or affecting the Project, provided such health issue is not otherwise dealt with in Article 19;

- (ii) if Project Co is delayed in the performance of the Work by a lack of access to the Site as a result of an order or direction issued by Owner or by a Governmental Authority to Owner, but not issued as a result of Project Co not performing its obligations under this Project Agreement, including where such non-performance is caused by a Project Co Party or by an event of Force Majeure. Project Co acknowledges that in performing the Work paramountcy of access must be given at all times to emergency vehicles and no claim may be made by Project Co for any delay in the performance of the Work as a result of any temporary lack of access to the Site resulting from this paramountcy of access by emergency vehicles, provided that Owner will use reasonable efforts to avoid and to limit the duration of any temporary lack of access for this reason;
- (iii) an opening up of the Work pursuant to Section 17.2 where such Work is not subsequently found to be defective or not in compliance with the requirements of this Project Agreement (including the Contract Documents), unless such opening up of the Work was reasonable in light of other defects or non-compliance previously discovered by Owner or the Consultant, as applicable, in respect of the same or a similar component of the Work or subset of the Work;
- (iv) a requirement pursuant to Section 14.1(e) for Project Co to take any steps upon the discovery of Contamination, which steps would not otherwise be required under this Project Agreement;
- (v) a requirement pursuant to Sections 15.2(a) or 15.2(b) for Project Co to perform any alteration, addition, demolition, extension or variation in the Work, or to suspend or delay performance of the Work, upon the discovery of any fossils, artefacts and other objects having artistic, historic, archaeological or monetary value, including human remains and burial sites, which alteration, addition, demolition, extension or variation in the Work, or suspension or delay in the performance of the Work, would not otherwise be required under this Project Agreement, provided however that the foregoing shall not apply to the extent that any item referred to in Section 15.1(a) was disclosed in or properly inferable, readily apparent or readily discoverable from the Site Information or would have been properly inferable, readily apparent or readily discoverable from inspections of the Site carried out by Project Co or by any Project Co Party during the Request for Proposals process prior to the Submission Date;
- (vi) subject to Section 11.19, the execution of works on the Site not forming part of this Project Agreement by Owner, any Owner Party or any other person permitted to execute such works by Owner or any Owner Party;
- (vii) a requirement pursuant to Schedule 14 – Dispute Resolution Procedure, for Project Co to proceed in accordance with the direction of Owner

during the pendency of a dispute, which dispute is subsequently determined in Project Co's favour, for such period of time, if any, as has been determined as an appropriate time period for delay in the final determination of the dispute;

- (viii) an event of Force Majeure; or
- (ix) a Relevant Change in Law.

22.2 Consequences of a Delay Event

- (a) Upon the occurrence of a Delay Event, the Contract Time will be extended for such reasonable time as the Consultant recommends in consultation with Owner in accordance with the procedure set out in Schedule 11 – Change Procedure.
- (b) Should Project Co contend that it is entitled to an extension of the Contract Time for completion of any portion of the Work, Project Co shall, subject to Section 24.3(c):
 - (i) as soon as reasonably possible but in any event within 15 days of the occurrence of the Delay Event, provide Owner with written notice setting forth the cause of the Delay Event, a description of the impact the Delay Event will have on the critical path of the Work (including an order of magnitude estimate of the cost of the Delay Event), and a description of the portions of the Work affected thereby, together with all pertinent details;
 - (ii) as soon as reasonably possible but in any event within 15 days after the cause of the Delay Event has ceased to exist, submit a written application to Owner for the specific Contract Time extension requested, and if the Delay Event has arisen as a result of an event described in Sections 22.1(a)(i), 22.1(a)(ii), 22.1(a)(iii), 22.1(a)(iv), 22.1(a)(v), 22.1(a)(vi), 22.1(a)(vii) and 22.1(a)(ix), submit a breakdown of the actual costs, without mark-up, incurred by Project Co as a result of the Delay Event; and
 - (iii) use all reasonable efforts to anticipate the occurrence of any Delay Event and take appropriate measures to avoid its potential occurrence or minimize the potential effects of its occurrence.
- (c) Project Co acknowledges that the provisions of Section 22.2(b)(i) and Section 22.2(b)(ii) are required by Owner to ensure Owner is provided with timely and sufficient information respecting any alleged Delay Event and is not prejudiced in dealing with the claim by Project Co for an extension of the Contract Time or increase to the Guaranteed Price as a consequence of the occurrence of the Delay Event. If Project Co fails to comply with the requirements to provide the information under either Section 22.2(b)(i) or Section 22.2(b)(ii) within the time periods therein provided, it shall be disentitled to claim an extension to the

Contract Time or increase to the Guaranteed Price, but only to the extent that Owner has been prejudiced by the failure. The onus shall be on Project Co to establish substantial compliance with the said requirements, and to establish that Owner has not been prejudiced by the failure to provide the required information within the required time period.

- (d) If the Work should be behind schedule for a reason other than a Delay Event, or if a Project Co Party delays the progress of any portion of the Work necessary to complete the Work on schedule, Project Co shall use all reasonable measures to bring the Work back on schedule. Project Co shall exercise all means within its discretion, such as directing any Project Co Party creating delays to increase their labour forces and equipment, to improve the organization and expediting of the Work, or to work overtime as may be necessary. Project Co shall provide any additional supervision, coordination and expediting, including overtime by its own personnel as may be required to achieve this end. The costs and expenses incurred by the use of such measures and overtime shall be borne by Project Co and/or the Project Co Parties and there shall be no adjustment to the Guaranteed Price as a result of such costs and expenses and for clarity, no extension of the Contract Time.
- (e) Costs (as defined in Section 2.3.2 of Schedule 11 – Change Procedure) due to delays caused by non-availability of specified items, when such delays could have been avoided or substantially mitigated by Project Co, shall be the responsibility of Project Co.
- (f) Where there are concurrent delays, some of which are caused by Owner or others for whom Owner is responsible, and some of which are caused by Project Co or others for whom Project Co is responsible, Project Co shall not be entitled to either an extension in the Contract Time or additional compensation to the extent of the concurrent delays. Concurrent delays are those that are caused by two or more independent events which affect items on the critical path of the Construction Schedule where the time period over which such delays occur overlap in time, but only for the duration of the overlap.
- (g) Project Co acknowledges that subject to any extension of the Contract Time that may arise in connection with the Consultant's failure to respond to any Design Issue in accordance with Section 8.2(i), as it applies to the circumstances of either Section 11.18(a) or 11.18(b), or if there is any extension of the Contract Time allowed in the circumstances of a Change in the Scope of the Work under Section 11.18(c), no extension of the Contract Time shall be made for delays caused by a Design Issue properly characterized as a Project Co Design Issue under Sections 11.17 and 11.18 of this Project Agreement.
- (h) Owner shall provide Project Co with access to and use of the Site as required pursuant to Article 9 of this Project Agreement in a manner consistent with the Construction Schedule and in accordance with the notification requirements and restrictions set out in the Contract Documents, including the Contract Documents

referred to in Section 11.7(c), provided that Project Co agrees that the inability of Owner to provide Project Co with access to an area for construction activities not on the critical path for reasons generally outlined in Sections 11.7(b) and 11.7(c), will not result in a claim by Project Co for a change in the Guaranteed Price or the Contract Time.

- (i) Project Co acknowledges and agrees that the Contract Time includes the Schedule Cushions in the Construction Schedule at no additional cost to Owner. Project Co shall separately identify the extent of the Schedule Cushions in the Construction Schedule.
- (j) Project Co acknowledges and agrees that in the event that an extension of the Contract Time is allowed under any provision of this Project Agreement, Owner may, in its Sole Discretion, elect to apply any portion of the Schedule Cushions with the result that such extension of the Contract Time shall be reduced or eliminated, as the case may be, by the number of days of the Schedule Cushion Owner has elected to apply.
- (k) For greater certainty, no extension of the Contract Time resulting from a Delay Event shall be allowed, unless the Delay Event on which the claim is based extends the critical path of the Construction Schedule or the attainment of any of the applicable Phased Occupancy Dates, Scheduled Phase 1A Completion Date, the Scheduled Substantial Completion Date or the Scheduled Final Completion Date, and in no case shall the extension of the Contract Time be more than the necessary extension of the critical path as a result of the Delay Event.

22.3 Mitigation

- (a) If Project Co is (or claims to be) affected by a Delay Event, Project Co shall, and shall require all Project Co Parties to, take and continue to take commercially reasonable steps in accordance with Good Industry Practice to:
 - (i) eliminate, mitigate, overcome or minimize the consequences of such event;
 - (ii) continue to perform its obligations under this Project Agreement to the extent possible notwithstanding the Delay Event;
 - (iii) resume performance of its obligations under this Project Agreement affected by the Delay Event as soon as practicable; and
 - (iv) remedy any failure to perform.
- (b) To the extent that Project Co does not comply with its obligations under this Section 22.3, such failure shall be taken into account in determining Project Co's entitlement to an extension of the Contract Time pursuant to this Article 22.

23. COMPENSATION EVENTS

23.1 Definition

- (a) For the purposes of this Project Agreement, “**Compensation Event**” means any event referred to in Sections 22.1(a)(i), 22.1(a)(ii), 22.1(a)(iii), 22.1(a)(iv), 22.1(a)(v), 22.1(a)(vi) and 22.1(a)(vii), as a direct result of which Project Co has incurred loss or expense.

23.2 Consequences of a Compensation Event

- (a) If a Compensation Event occurs, Project Co’s sole right to compensation shall be as set out in this Article 23. For greater certainty, except as aforesaid, no other Delay Event shall entitle Project Co to receive any compensation, except as otherwise provided in:
 - (i) Schedule 11 – Change Procedure;
 - (ii) Article 24, in the case of a Delay Event referred to in Section 22.1(a)(viii); and
 - (iii) Article 21, in the case of a Delay Event referred to in Section 22.1(a)(ix).
- (b) Subject to Sections 23.3 and 23.4, if it is agreed or determined in accordance with Schedule 14 – Dispute Resolution Procedure, that there has been a Compensation Event, Project Co shall be entitled to all Direct Losses incurred or suffered by it as a result of the Compensation Event, as approved by Owner and the Consultant and processed as a Change Order, including the Overhead and Project Fee as determined in accordance with Schedule 11 – Change Procedure, and any increase to the Cost of the Financing, as determined in accordance with Section 2.10 of Schedule 11 – Change Procedure.
- (c) Notwithstanding any other provision in this Project Agreement, including Section 23.2(b), where the Owner elects to apply all or any portion of the number of days of the Schedule Cushions, Project Co shall not be entitled to any Direct Losses or any other additional compensation related to the time that is reduced or eliminated by the Schedule Cushions, except as otherwise provided in Section 2.11 of Schedule 11.

23.3 Mitigation

- (a) If Project Co is (or claims to be) affected by a Compensation Event, Project Co shall, and shall require all Project Co Parties to, take and continue to take commercially reasonable steps to minimize the amount of compensation due in accordance with this Article 23 in relation to any Compensation Event.

- (b) To the extent that Project Co does not comply with its obligations under this Section 23.3, such failure shall be taken into account in determining Project Co's entitlement to relief pursuant to this Article 23.

23.4 Insured Exposure

- (a) The compensation payable to Project Co pursuant to this Article 23 shall be reduced by any amount which Project Co or a Project Co Party recovers, or is entitled to recover, under any insurance policy, or would have recovered if it had complied with the requirements of this Project Agreement in respect of insurance or the terms of any policy of insurance required under this Project Agreement, which amount, for greater certainty, shall not include any excess or deductibles or any amount over the maximum amount insured under any such insurance policy.

24. FORCE MAJEURE

24.1 Definition

- (a) For the purposes of this Project Agreement, "**Force Majeure**" means any of the following events or circumstances which directly causes either Party to be unable to perform all or a material part of its obligations under this Project Agreement:
 - (i) civil commotion, warlike operation, invasion, rebellion, hostilities, military or usurped power;
 - (ii) acts of God;
 - (iii) labour disputes, strikes or lockouts (including lockouts decreed or recommended for its members by a recognized contractor's association of which Project Co or the Contractor is a member or to which Project Co or the Contractor is otherwise bound);
 - (iv) fire;
 - (v) unusual delay by common carriers;
 - (vi) unavoidable casualties; or
 - (vii) without limiting any of the foregoing, any cause beyond Project Co's control,

but excluding any delay due to:

- (A) labour disputes involving only the forces of Project Co or any Project Co Party;
- (B) lack of funds;
- (C) default or negligence of Project Co or any Project Co Party;

- (D) any shortage of labour, equipment or materials, unless such shortage is due to an event which gives rise to relief under this Section 24.1;
- (E) the default, delay or failure of any Project Co Party, unless such default, delay or failure is due to an event which would give rise to relief under this Section 24.1 if such Project Co Party was a party to this Project Agreement; or
- (F) any weather (extreme or unusual) encountered in the course of completing the Work (but not including weather conditions designated by any Governmental Authority as having caused a natural disaster.)

24.2 Consequences of Force Majeure

- (a) Subject to Section 24.3, the Party claiming relief shall be relieved from liability under this Project Agreement to the extent that, by reason of the event of Force Majeure, it is not able to perform its obligations under this Project Agreement.
- (b) In respect of an event of Force Majeure that is also a Delay Event pursuant to Section 22.1(a)(viii):
 - (i) Project Co shall only be relieved of its obligations under this Project Agreement to the extent, if any, provided for in Article 22; and
 - (ii) Owner shall pay to Project Co an amount equal to any increase in the Cost of the Financing, calculated in accordance with the provisions of Section 2.10 of Schedule 11 – Change Procedure.
- (c) If an event of Force Majeure occurs, Project Co shall not be entitled to receive any compensation other than as expressly provided in Sections 24.2(b)(ii) and Article 29.
- (d) Subject to Article 29, Project Co's sole right to payment or otherwise in relation to the occurrence of an event of Force Majeure shall be as provided in this Article 24.

24.3 Mitigation and Process

- (a) Where a Party is (or claims to be) affected by an event of Force Majeure, such Party shall take commercially reasonable steps to, and to continue to, mitigate the consequences of such event of Force Majeure upon the performance of its obligations under this Project Agreement, shall resume performance of its obligations affected by the event of Force Majeure as soon as practicable, and shall use commercially reasonable efforts to, and to continue to, remedy its failure to perform. Such efforts of mitigation and remediation shall include efforts to

minimize any negative impact of the event of Force Majeure on the Contract Time and/or the Construction Schedule.

- (b) To the extent that the Party claiming relief does not comply with its obligations under this Section 24.3, such failure shall be taken into account in determining such Party's entitlement to relief pursuant to this Article 24.
- (c) The Party claiming relief shall give written notice to the other Party within 5 Business Days of such Party becoming aware of the relevant event of Force Majeure. Such initial notice shall give sufficient details to identify the particular event claimed to be an event of Force Majeure.
- (d) A subsequent written notice shall be given by the Party claiming relief to the other Party within a further 5 Business Days of the initial notice, which notice shall contain such relevant information relating to the failure to perform (or delay in performing) as is available, including the effect of the event of Force Majeure on the ability of the Party to perform, the action being taken in accordance with Section 24.3(a), the date of the occurrence of the event of Force Majeure, and an estimate of the period of time required to overcome the event of Force Majeure and its effects.
- (e) The Party claiming relief shall notify the other as soon as the consequences of the event of Force Majeure have ceased and of when performance of its affected obligations can be resumed.
- (f) If, following the issue of any notice referred to in Section 24.3(d), the Party claiming relief receives or becomes aware of any further information relating to the event of Force Majeure and/or any failure to perform, such Party shall submit such further information to the other Party as soon as reasonably possible.

24.4 Insured Exposure

- (a) The compensation payable to Project Co pursuant to this Article 24 shall be reduced by any amount which Project Co or a Project Co Party recovers or is entitled to recover under any insurance policy, or would have recovered if it had complied with the requirements of this Project Agreement in respect of insurance or the terms of any policy of insurance required under this Project Agreement, which amount, for greater certainty, shall not include any excess or deductibles or any amount over the maximum amount insured under any such insurance policy.

24.5 Modifications

- (a) The Parties shall use commercially reasonable efforts to agree to any modifications to this Project Agreement which may be equitable having regard to the nature of an event or events of Force Majeure. Schedule 14 – Dispute Resolution Procedure shall not apply to a failure of Owner and Project Co to reach agreement pursuant to this Section 24.5.

25. PROJECT CO DEFAULT

25.1 Project Co Events of Default

- (a) For the purposes of this Project Agreement, “**Project Co Event of Default**” means any one or more of the following events or circumstances:
- (i) the occurrence of any of the following events other than as a consequence of a breach by Owner of its payment obligations hereunder:
- (A) Project Co admits in writing its inability to pay its debts generally as they become due, or makes a general assignment for the benefit of creditors, or a receiver, manager, administrator, administrative receiver, receiver and manager, trustee, custodian or other similar official or any other like person is appointed by or on behalf of or at the instance of a creditor of Project Co with respect to Project Co or any of the property, assets or undertaking of Project Co, or any creditor of Project Co takes control or takes steps to take control of Project Co or any of Project Co’s assets, or any proceedings are instituted against Project Co that result in Project Co being declared or ordered bankrupt, or any proceedings are instituted against Project Co for the administration, liquidation, winding-up, reorganization, compromise, arrangement, adjustment, protection, relief or composition of it or with respect to it or its debts or obligations, or any such proceedings are instituted by Project Co seeking any such result, or any such proceedings are instituted by a person other than Project Co, Owner, an Owner Party or a person related to any of them seeking such result and such proceedings have or will have a material adverse effect on the performance of the Work (where such proceedings have not been withdrawn, stayed, discharged, or are otherwise of no further effect, within 90 days of being instituted), under any Applicable Law (including the *Bankruptcy and Insolvency Act* (Canada) and the *Companies’ Creditors Arrangement Act* (Canada)) relating to bankruptcy, insolvency or reorganization of or relief with respect to debtors or debtors’ obligations or assets or other similar matters, or seeking the appointment of a receiver, manager, administrator, administrative receiver, receiver and manager, trustee, custodian or other similar official or like person for it or with respect to any of its assets, or any resolutions are passed or other corporate actions of Project Co are taken to authorize any of the actions set forth in this Section 25.1(a)(i)(A);
- (B) Project Co ceases performing a substantial portion of its business, or a substantial portion of such business is suspended or is not being performed, whether voluntarily or involuntarily, that has or

will have a material adverse effect on Project Co's ability to perform its obligations under this Project Agreement;

- (C) if any execution, sequestration, extent or other process of any court becomes enforceable against Project Co or if a distress or analogous process is levied against any property of Project Co that materially adversely affects Project Co's ability to perform its obligations hereunder; or
 - (D) Project Co shall suffer any event, or any event or set of circumstances occurs or comes about, analogous to the foregoing events or sets of circumstances set out in this Section 25.1(a)(i) in any jurisdiction in which it is incorporated or resident and such event or set of circumstances would, if set out in Sections 25.1(a)(i)(A), (B) or (C), constitute a Project Co Event of Default;
- (ii) subject to the occurrence of a Delay Event, Project Co failing to achieve Substantial Completion within 180 days after the Scheduled Substantial Completion Date (the "**Longstop Date**");
 - (iii) Project Co making any representation or warranty herein that is false or misleading when made, and that has or will have at any time a material adverse effect on the performance of the Work, or that may compromise the reputation or integrity of Owner or the nature of the Province's health care system, so as to affect public confidence in that system, and, in the case of a false or misleading representation or warranty that is capable of being remedied, such breach is not remedied within 10 Business Days of receipt of notice of the same from Owner;
 - (iv) Project Co committing a breach of its obligations under this Project Agreement (other than a breach that is otherwise referred to in this Section 25.1 and other than as a consequence of a breach by Owner of its obligations under this Project Agreement), and upon receiving notice of such breach from Owner, Project Co failing to remedy such breach in accordance with all of the following:
 - (A) Project Co shall:
 - (I) immediately commence and thereafter diligently continue to remedy the breach and to mitigate any adverse effects on Owner;
 - (II) put forward, within 5 Business Days of receipt of notice of such breach from Owner, a reasonable plan and schedule for diligently remedying the breach and mitigating its effect, which plan and schedule shall specify in reasonable detail the manner in which, and the latest date by which, such breach is proposed to be remedied, which latest date

shall, in any event, be within 60 days of notice of such breach, or if such breach is not capable of being rectified in such period, then such longer period as is reasonable in the circumstances; and

- (III) thereafter, perform its obligations to achieve all elements of such plan and schedule in accordance with its terms within the time for the performance of its obligations thereunder;
- (v) Project Co wholly abandoning the Work for a period which exceeds 3 Business Days from receipt by Project Co of a written request to return to the Site, other than as a consequence of a Delay Event or a breach by Owner of its obligations under this Project Agreement;
- (vi) Project Co failing to comply with Sections 38.1 or 38.3;
- (vii) the occurrence of any Change in Ownership or Change in Control which is prohibited by Section 38.4;
- (viii) subject to the provisions of Section 2.5 of Schedule 18 – Payments and Holdbacks, Project Co failing to remove an Encumbrance that arose due to an act or omission of Project Co or any Project Co Party (other than any Encumbrances derived through Owner) within 30 days of the earlier of:
 - (A) the registration of such Encumbrance against title to the Site or any part thereof; and
 - (B) the date on which Project Co or any Project Co Party knew, or ought to have known, about the existence of the Encumbrance;
- (ix) Project Co failing to pay any sum or sums due to Owner under this Project Agreement, which sum or sums are not being disputed by Project Co in accordance with Schedule 14 – Dispute Resolution Procedure, and which sum or sums, either singly or in aggregate, exceed(s) \$[REDACTED] (index linked), and such failure continues for 30 days from receipt by Project Co of a notice of non-payment from Owner;
- (x) Project Co failing to comply with Article 40;
- (xi) Project Co failing to obtain any bond, security or insurance required to be obtained by or on behalf of Project Co pursuant to this Project Agreement, or any such bond, security or insurance being vitiated or otherwise ceasing to be in full force and effect or in material compliance with the requirements set out in this Project Agreement, other than as a consequence of a breach by Owner of its obligations under this Project Agreement, and:

- (A) in respect of insurance, such breach by Project Co is not remedied within 10 Business Days of the occurrence of the breach; and
- (B) in respect of a bond or security, such breach by Project Co is not remedied within 5 Business Days of Project Co becoming aware of such breach;
- (xii) Project Co failing to comply with any determination, order or award made against Project Co in accordance with Schedule 14 – Dispute Resolution Procedure; and/or
- (xiii) a default by Project Co or any Project Co Party under any of the Implementing Agreements following the expiry of any applicable notice and cure periods thereunder.

25.2 Notification of Occurrence

- (a) Project Co shall, promptly upon Project Co becoming aware of the occurrence, notify Owner of the occurrence and details of any Project Co Event of Default and of any event or circumstance which is likely, with the passage of time, giving of notice, determination of any condition or otherwise, to constitute or give rise to a Project Co Event of Default.

25.3 Remedies

- (a) Upon the occurrence of a Project Co Event of Default under this Project Agreement and subject to the Lender’s Direct Agreement, and provided Owner has given notice to Project Co of the occurrence of a Project Co Event of Default, Owner may do any or all of the following as it in its Sole Discretion shall determine:
 - (i) terminate this Project Agreement in its entirety by written notice having immediate effect, such notice to be given to Project Co, and to any person specified in the Lender’s Direct Agreement to receive such notice;
 - (ii) if Project Co is in default under this Project Agreement by reason of its failure to pay any monies, Owner may (without obligation to do so) make payment on behalf of Project Co of such monies and any amount so paid by Owner shall bear interest at the Default Interest Rate from the date of advance and be payable by Project Co to Owner on demand;
 - (iii) without termination of this Project Agreement, cure or attempt to cure the Project Co Event of Default (but this shall not obligate Owner to cure or attempt to cure the Project Co Event of Default, or after having commenced to cure or attempt to cure such Project Co Event of Default, to continue to do so or to cure or attempt to cure any subsequent Project Co Event of Default) and all costs and expenses incurred by Owner in curing or attempting to cure the Project Co Event of Default, together with

interest thereon at the Default Interest Rate, shall be payable by Project Co to Owner on demand. No such action by Owner shall be deemed to be a termination of this Project Agreement and Owner shall not incur any liability to Project Co for any act or omission of Owner in the course of curing or attempting to cure any such Project Co Event of Default. Without limiting the foregoing, Owner may deduct the cost and expense of curing or attempting to cure the Project Co Event of Default, plus interest at the Default Interest Rate thereon, from any payment then or thereafter due to Project Co, provided the Consultant has certified such cost to Owner and Project Co;

- (iv) bring any proceedings in the nature of specific performance, injunction or other equitable remedy, it being acknowledged that damages at law may be an inadequate remedy for a Project Co Event of Default;
- (v) bring any action at law as may be necessary or advisable in order to recover damages and costs, subject to Section 34.2;
- (vi) make demand on the Surety in accordance with the terms of the Bonds;
- (vii) take possession of the Work and Products, utilize the construction machinery and equipment (subject to the rights of third parties and to the payment of reasonable rental fees in respect of construction machinery and equipment owned by Project Co), and finish the Work by whatever method Owner may consider expedient; and
- (viii) exercise any of its other rights and remedies provided for under this Project Agreement or otherwise available to it.

25.4 Owner's Costs

- (a) Project Co shall reimburse Owner for all reasonable costs (including all applicable Taxes and all legal or professional services, legal costs being on a substantial indemnity basis) properly incurred by Owner in exercising its rights under this Article 25, including any relevant increased administrative expenses. Owner shall take commercially reasonable steps to mitigate such costs.

25.5 No Other Rights to Terminate

- (a) Owner shall have no right or entitlement to terminate this Project Agreement, or to accept any repudiation of this Project Agreement, and shall not purport to exercise any such right or entitlement except as expressly set forth in this Project Agreement.

26. OWNER DEFAULT

26.1 Owner Events of Default

- (a) For the purposes of this Project Agreement, “**Owner Event of Default**” means any one or more of the following events or circumstances:
- (i) Owner failing to pay any sum or sums due to Project Co under this Project Agreement, which sum or sums have been certified by Consultant or awarded by arbitration or court, and such failure continues for a period of 20 Business Days from receipt by Owner of a notice of non-payment from or on behalf of Project Co; and/or
 - (ii) Owner committing a material breach of its obligations under this Project Agreement (other than a breach that is otherwise referred to in this Section 26.1 and other than as a consequence of a breach by Project Co of its obligations under this Project Agreement), and upon becoming aware of such breach, Owner failing to remedy such breach in accordance with all of the following:
 - (A) Owner shall:
 - (I) immediately commence and thereafter diligently continue to remedy the breach and to mitigate any adverse effects on Project Co;
 - (II) put forward, within 5 Business Days of receipt of notice of such breach from Project Co, a reasonable plan and schedule for diligently remedying the breach and mitigating its effect, which plan and schedule shall specify in reasonable detail the manner in which, and the latest date by which, such breach is proposed to be remedied, which latest day shall in any event be within 60 days of notice of such breach, or if such breach is not capable of being rectified in such period, then such longer period as is reasonable in the circumstances; and
 - (III) thereafter, perform its obligations to achieve all elements of such plan and schedule in accordance with its terms within the time for the performance of its obligations thereunder,

provided that any withholding of holdback and final payments by Owner or otherwise effecting any set off permitted or contemplated hereunder shall not constitute an Owner Event of Default permitting Project Co to claim that Owner is in default of Owner’s contractual obligations.

26.2 Remedies

- (a) On the occurrence of an Owner Event of Default and while the same is continuing, Project Co may give notice to Owner of the occurrence of such Owner Event of Default, which notice will specify the details thereof, and at Project Co's option and without prejudice to its other rights and remedies under this Project Agreement, Project Co may:
 - (i) suspend performance of its obligations under this Project Agreement until such time as Owner has remedied such Owner Event of Default;
 - (ii) terminate this Project Agreement in its entirety by notice in writing having immediate effect; or
 - (iii) bring any action at law as may be necessary or advisable in order to recover damages and costs, subject to Section 34.2.
- (b) Where Owner has disputed the alleged Owner Event of Default set out in the Notice under Section 26.2(a), the Remedies available to Project Co as set out in Section 26.2(a) shall be suspended and not available to Project Co until such time as the dispute has been resolved pursuant to Schedule 14 – Dispute Resolution Procedure and if the dispute is resolved in favour of Project Co and Owner has not remedied the Owner Event of Default within the applicable time period to remedy set out in Section 26.1 which time period shall commence on the issue of the decision under the Dispute Resolution Procedure.

26.3 Project Co's Costs

- (a) Owner shall reimburse Project Co for all reasonable costs (including all applicable Taxes and all legal or professional services, legal costs being on a substantial indemnity basis) properly incurred by Project Co in exercising its rights under this Article 26, including any relevant increased administrative expenses. Project Co shall take commercially reasonable steps to mitigate such costs.

26.4 No Other Rights to Terminate

- (a) Project Co shall have no right or entitlement to terminate this Project Agreement, nor to accept any repudiation of this Project Agreement, and shall not exercise, nor purport to exercise, any such right or entitlement except as expressly set forth in this Project Agreement.

27. NON-DEFAULT SUSPENSION AND TERMINATION

27.1 Suspension

- (a) Owner may order Project Co in writing to suspend or interrupt all or any part of the Work for such period of time as Owner may determine to be appropriate for

the convenience of Owner. This right of Owner to suspend or interrupt the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Project Co or any other person or entity. In the event of an Owner-ordered suspension of Work not resulting from Project Co or a Project Co Party not performing its obligations under this Project Agreement, the Contract Time will be extended for such reasonable time as the Consultant shall recommend in consultation with Owner and Project Co, and Project Co shall be reimbursed by Owner for the Cost (as defined in Section 2.3.2 of Schedule 11 – Change Procedure) incurred by Project Co as a result of the suspension of the Work, and such extension of the Contract Time and reimbursement of the Cost shall be valued and processed as a Change Order in accordance with the Change Order procedure set out in Schedule 11. The Consultant is not authorized to order a suspension of the Work. The Work shall only be suspended by written notice from Owner to Project Co.

- (b) If the Work is stopped for any reason, Project Co shall provide protection for any part of the Work likely to become damaged during the Work stoppage. Owner shall pay the costs of such protection only if stoppage occurs due to the occurrence of a Delay Event.

27.2 Termination for Delay or Force Majeure

- (a) If all or substantially all of the Work should be stopped or otherwise delayed for a continuous period of 180 days or more (or if Owner reasonably believes that such a delay is reasonably likely to occur) as a result of the occurrence of any one or more events of Force Majeure or events described in Sections 22.1(a)(i)(B) and 22.1(a)(i)(C), which may result in an extension of the Contract Time, Owner may, by giving Project Co written notice, terminate this Project Agreement. Such notice shall, in the case of termination for the convenience of Owner, include confirmation that Owner has, in respect of such termination, obtained the prior written consent of the Authority.
- (b) If all or substantially all of the Work should be stopped or otherwise delayed for a continuous period of 180 days or more as a result of the occurrence of any one or more events of Force Majeure or events described in Sections 22.1(a)(i) to 22.1(a)(vii) or 27.1(a), Project Co may, by giving Owner written notice, terminate this Project Agreement provided that Project Co shall:
 - (i) at all times following the occurrence of any one or more of the events described in Sections 22.1(a)(i) and 22.1(a)(ii), take all reasonable steps to prevent and mitigate the effects of any delay;
 - (ii) at all times during which any one or more of the events described in Section 22.1(a)(i) and 22.1(a)(ii) is subsisting, take all steps in accordance with Good Industry Practice to overcome or minimize the consequences of the event; and

- (iii) take all reasonable steps to mitigate its losses and costs resulting from the occurrence of any one or more of the events described in Sections 22.1(a)(i) and 22.1(a)(ii).

27.3 Termination for Convenience

- (a) Owner shall for any reason whatsoever be entitled to terminate this Project Agreement at any time on 180 days' written notice to Project Co. Such notice shall include confirmation that Owner has, in respect of such termination, obtained the prior written consent of the Authority.
- (b) In the event of notice being given by Owner in accordance with this Section 27.3, Owner shall, at any time before the expiration of such notice, be entitled to direct Project Co to refrain from commencing, or allowing any third party to commence, the Work, or any part or parts of the Work, where such Work has not yet been commenced.

28. EFFECT OF TERMINATION

28.1 Termination

- (a) Notwithstanding any provision of this Project Agreement, upon the service of a notice of termination, this Article 28 shall apply in respect of such termination.

28.2 Continued Effect – No Waiver

- (a) Notwithstanding any breach of this Project Agreement by a Party, the other Party may elect to continue to treat this Project Agreement as being in full force and effect and to enforce its rights under this Project Agreement without prejudice to any other rights which such other Party may have in relation to such breach. The failure of either Party to exercise any right under this Project Agreement, including any right to terminate this Project Agreement and any right to claim damages, shall not be deemed to be a waiver of such right for any continuing or subsequent breach.

28.3 Continuing Performance

- (a) Subject to any exercise by Owner of its right to perform, or to seek, pursuant to this Project Agreement, a third party to perform, the obligations of Project Co, the Parties shall continue to perform their obligations under this Project Agreement (including, if applicable, pursuant to Schedule 12 – Compensation on Termination), notwithstanding the giving of any notice of default or notice of termination, until the termination of this Project Agreement becomes effective in accordance with this Article 28.

28.4 Effect of Notice of Termination

- (a) On the service of a notice of termination:

- (i) if termination is prior to the Substantial Completion Date, in so far as any transfer shall be necessary to fully and effectively transfer such property to Owner as shall not already have been transferred to Owner pursuant to Section 11.9(f), Project Co shall transfer to, and there shall vest in Owner, free from all Encumbrances other than Encumbrances derived through Owner, such part of the Work and Facility as shall have been constructed and such items of the plant and equipment as shall have been procured by Project Co, and if Owner so elects:
 - (A) all plant, equipment and materials (other than those referred to in Section 28.4(a)(i)(B)) on or near to the Site shall remain available to Owner for the purposes of completing the Work; and
 - (B) all construction plant and equipment shall remain available to Owner for the purposes of completing the Work, subject to payment by Owner of Project Co's reasonable charges;
- (ii) in the event of a termination as provided for pursuant to this Project Agreement, Project Co shall cooperate with Owner and turn over to Owner copies of Project Co's records, documentation and drawings necessary for Owner to proceed with the Work, including the legal assignment to Owner of any of Project Co's rights in any agreement relating to the Work as Owner may require, and Project Co shall not do anything to impede Owner's ability to proceed with the Work. Further, Project Co agrees to turn over to Owner, on a timely basis, enabling Project Co to make and retain copies as it may reasonably deem necessary, all of Project Co's records, files, documents, materials, drawings, and any other items relating to the Project, whether located on the Site, at Project Co's office or elsewhere (including all records as described in Section 18.1(a) and notwithstanding the fact that such provision only permits access by Owner to such records) and to vacate the Site in accordance with Owner's reasonable instructions. Owner may retain such records, files, documents, materials, drawings and any other items for such time as it may need them and may reproduce any and all such items for its own use;
- (iii) Project Co shall use commercially reasonable efforts to assign or otherwise transfer to Owner, free of Encumbrances (other than any Encumbrances derived through Owner), the benefit of all manufacturers' warranties, including all documentation in respect thereof, in respect of mechanical and electrical plant and equipment used or made available by Project Co under this Project Agreement and included in the Facility; and
- (iv) Project Co's obligation under this Project Agreement as to quality, correction and warranty of the Work performed by Project Co up to the time of termination shall continue in force after such termination.

28.5 Ownership of Information

- (a) Subject to Article 36, all information obtained by Project Co, including the Drawings and Specifications, the As Built Drawings and other technical drawings and data, environmental and technical reports, and all other information directly related to the Work accumulated over the course of the performance of the Work shall be the property of Owner or the Consultant and Project Co shall have no right, title or interest therein whatsoever, and hereby waives any moral rights it may have under Applicable Law. Upon termination of this Project Agreement, all such information shall be provided or returned by Project Co to Owner, in electronic format where it exists in electronic format, and in its original format, when not in electronic format.
- (b) Owner shall provide Project Co, without charge, 10 hard copies of the Contract Documents (including all Addenda), 2 of which shall be used for record drawings, and 1 electronic copy in PDF format of the Contract Documents (including all Addenda) contained on a CD. Owner shall also provide Project Co, without charge, 1 hard copy of all administrative documents such as Change Orders, Contemplated Change Notices, Change Directives, Supplemental Instructions and Design Issue resolution forms. Any additional copies of the Contract Document or part thereof including additional copies of administrative documents, shall be provided to Project Co at its expense. Project Co shall ensure that all copies of the Contract Documents received from Owner are kept in a secure location.

28.6 Provision in Subcontracts

- (a) Project Co shall make provision in all Subcontracts to which it is a party (including requiring the relevant Project Co Parties to make such provision) to ensure that Owner shall be in a position to exercise its rights, and Project Co shall be in a position to perform its obligations, under this Article 28.

28.7 Survival

- (a) The provisions of this Project Agreement which by their nature are continuing shall survive termination of this Project Agreement.

29. COMPENSATION ON TERMINATION

29.1 Compensation on Termination

- (a) If this Project Agreement is terminated in accordance with the terms hereof, then Schedule 12 – Compensation on Termination shall apply and Owner shall pay Project Co any applicable compensation on termination.

30. TAXES

30.1 Project Co to Pay Taxes

- (a) Project Co shall pay all Taxes in effect during the performance of the Work. The amount incurred (excluding Value Added Tax) shall be included in the Cost of the Work. The Guaranteed Price shall include Provincial Sales Tax but exclude Value Added Tax. Owner shall be entitled to claim for any exemptions and rebates available under Section 7(1)38 of the *Retail Sales Tax Act* (Ontario) and Project Co shall co-operate with Owner and provide any information and documentation as may be required by Owner to obtain any such exemption and rebate.

30.2 Changes in Rates

- (a) Any increase or decrease in costs to Project Co due to changes in such included Taxes after the Submission Date shall increase or decrease the Guaranteed Price accordingly, except for changes announced before the Submission Date and to take effect at some time thereafter, which shall, except as expressly set forth in Section 30.1, be deemed to have been taken into account in the Guaranteed Price.

30.3 Mark Up

- (a) Project Co is not entitled to any mark-up for profit, overhead or otherwise, due to an increase in any Taxes included in the Cost of the Work. Project Co shall be entitled to claim for the increase in cost equal to the amount of such included Tax on the uncompleted Cost of the Work. Owner will be entitled to withhold payment to Project Co of a sum equal to the amount of any reduction in such included Tax on the uncompleted portion of the Work, only if Owner has not already benefited from said reduction in such included Tax by a decrease in the Guaranteed Price in accordance with Section 30.2.

30.4 Exemptions

- (a) When an exemption or recovery of Taxes included in the Cost of the Work is applicable to this Project Agreement, Project Co shall, at the request of Owner, assist, join in, or make application for an exemption, recovery or refund of all such included Taxes and all amounts recovered or exemptions obtained shall be for the sole benefit of Owner. Project Co agrees to endorse over to Owner any cheques received from the federal or provincial governments as may be required to implement the foregoing, failing which, Owner is hereby authorized to deduct the amount from any payment that is then or may thereafter become due to Project Co hereunder.

30.5 Records

- (a) Project Co shall maintain and make available to the Consultant accurate records, tabulating equipment and component costs showing Taxes.

30.6 Compliance with Legislation

- (a) Project Co is referred to the news release from the Ontario Ministry of Labour dated June 14, 2001 “Government Acts to Level Playing Field for Ontario Contractors”. Project Co and all Project Co Parties will be required to show proof relating to compliance with the Ontario Provincial Retail Sales Tax requirements in the form of a statement of compliance of regulations and a valid vendor permit registration number.

31. INSURANCE AND PERFORMANCE SECURITY

31.1 General Requirements

- (a) Project Co and Owner shall comply with the provisions of Schedule 13 – Insurance and Performance Security.

31.2 No Relief from Liabilities and Obligations

- (a) Neither compliance nor failure to comply with the insurance provisions of this Project Agreement shall relieve Project Co or Owner of their respective liabilities and obligations under this Project Agreement.

32. INDEMNITIES

32.1 Project Co Indemnities to Owner

- (a) In addition to any other indemnification provided in this Project Agreement or in law or in equity, Project Co shall indemnify and save harmless Owner, the Consultant, the Owner’s Project Manager, Infrastructure Ontario, and each of their respective directors, officers, consultants, employees, agents, representatives, successors and assigns, Her Majesty the Queen in right of Ontario, Her ministers, agents and employees, and any person for whom they are in law responsible (collectively, the “**Owner Indemnified Parties**”) from and against any and all Direct Losses (including, with respect to the indemnity set out in Section 32.1(a)(viii), all clean up costs), which may be brought against them, suffered, sustained or incurred as a result of, in respect of, or arising out of any one or more of the following:
 - (i) the death, sickness, disease or personal or bodily injury of any person;
 - (ii) any loss, damage or destruction of tangible or intangible property;
 - (iii) any safety infractions committed by Project Co or any Project Co Party under OHSA, or resulting from any failure by Project Co to fulfill its obligations under Section 11.6, including the failure to exercise any of the rights or powers given to Project Co under Section 11.6(c) at the Site in respect of any person for whom Project Co is responsible under OHSA in connection with the Project;

- (iv) any infringement or alleged infringement of a patent of invention by Project Co or any Project Co Party, other than infringements or alleged infringements described in Section 32.2(a)(iii);
- (v) any fines levied against Project Co or Owner due to Project Co's (or any Project Co Party's) violations of any Applicable Law;
- (vi) without prejudice to Owner's rights under Article 25 and any other rights under this Project Agreement, any obligations of Project Co assumed by Owner under the Construction Contract and any reasonable costs and expenses incurred by Owner in relation to the exercise by Owner of its step-in rights under the Assignable Subcontract Agreement for Construction Contract;
- (vii) any obligations of Project Co to satisfy judgements and pay costs resulting from construction liens arising from the performance of the Work or actions brought in connection with any such liens, or in connection with any other claim or lawsuit brought against Owner by any person that provided services or materials to the Site which constituted part of the Work in accordance with Section 2.5.5 of Schedule 18 – Payments and Holdbacks; and
- (viii) (A) Project Co's obligations under Article 14; and
(B) Project Co Hazardous Substances,

(collectively, the “**Project Co Indemnified Hazardous Substances Claims**”), which indemnification shall apply and extend to:

- (I) Project Co Indemnified Hazardous Substances Claims made by federal, provincial or local government entities or agencies, and
- (II) all Project Co Indemnified Hazardous Substances Claims arising out of such actual Release of Hazardous Substances even if such Project Co Indemnified Hazardous Substances Claims are not discovered or made until after the performance of the Work or after conclusion of this Project Agreement, provided this indemnity shall not be construed to negate, abridge or reduce other rights or obligations of indemnity set out in this Section 32.1, or which otherwise exist respecting a person or party described in this Section 32.1,

in each case, arising directly or indirectly out of, or in consequence of, any breach of this Project Agreement by Project Co or any act or omission of Project Co or any Project Co Party.

- (b) Project Co shall indemnify and save harmless the Owner Indemnified Parties from and against any and all Direct Losses which may be suffered, sustained or incurred as a result of, in respect of, or arising out of:
 - (i) any breach of any representation or warranty by Project Co herein;
 - (ii) any claims with respect to the Project, by any Project Co Party that Project Co has replaced pursuant to Section 11.8(b); or
 - (iii) any breach of this Project Agreement or any Implementing Agreement by Project Co.
- (c) Owner hereby holds in trust for and on behalf of the Owner Indemnified Parties other than Owner the benefit of the indemnities provided by Project Co set out in this Section 32.1.
- (d) For greater certainty:
 - (i) the liability of Project Co under this Section 32.1 shall not be greater than the total cumulative liability of Project Co under Section 34.2; and
 - (ii) the indemnities set out in this Section 32.1 shall not apply to the extent the breach of the Project Agreement or the act or omission of Project Co or any Project Co Party was caused or contributed to by:
 - (A) the breach of this Project Agreement by Owner; or
 - (B) any act or omission by Owner, any Owner Indemnified Party or any of Owner's own forces.

32.2 Owner Indemnities to Project Co

- (a) Owner shall indemnify and save harmless Project Co and the Project Co Parties and each of their respective directors, officers, consultants, employees, agents, representatives, successors and assigns (the "**Project Co Indemnified Parties**") from and against any and all Direct Losses (including, with respect to the indemnity set out in Section 32.2(a)(iv), all clean up costs) which may be suffered, sustained or incurred as a result of, in respect of, or arising out of any one or more of the following:
 - (i) the death, sickness, disease or personal or bodily injury of any person;
 - (ii) any damage or destruction of tangible or intangible property;
 - (iii) any infringement or alleged infringement of a patent of invention in executing anything for the purpose of this Project Agreement, the model, plan, Specification or design of which was supplied to Project Co as part of the Contract Documents;

- (iv) (A) exposure to, or the presence of, Hazardous Substances at the Site other than Project Co Hazardous Substances;
- (B) the breach of any Applicable Law relating to such Hazardous Substances; and
- (C) any Release or threatened Release at or from the Site of any such Hazardous Substances which has or may have an adverse effect upon the environment or human health or safety,

other than Project Co Indemnified Hazardous Substances Claims as set out in Section 32.1(a)(viii) (collectively, the “**Owner Indemnified Hazardous Substances Claims**”), and in this regard, it is expressly agreed and understood that such indemnification shall apply and extend to Owner Indemnified Hazardous Substances Claims even if such Owner Indemnified Hazardous Substances Claims are not discovered or made until after the performance of the Work or after conclusion of this Project Agreement, provided this indemnity shall not be construed to negate, abridge or reduce other rights or obligations of indemnity set out in this Section 32.2 or which otherwise exist respecting a person or party described in Section 32.1,

in each case, arising directly or indirectly out of or in consequence of any breach of this Project Agreement by Owner or any act or omission of Owner or any Owner Party, provided that there shall be excluded from the indemnity given by Owner any liability for the occurrence of risks against which Project Co is bound to insure under this Project Agreement to the extent of the proceeds available or that should have been available but for a failure by Project Co to properly insure in accordance with the terms hereof.

- (b) Owner shall indemnify and save harmless the Project Co Indemnified Parties from and against any and all Direct Losses which may be suffered, sustained or incurred as a result of, in respect of, or arising out of:
 - (i) any breach of a representation or warranty by Owner herein; or
 - (ii) any breach of this Project Agreement or any Implementing Agreement by Owner.
- (c) Project Co hereby holds in trust for and on behalf of Project Co Indemnified Parties other than Project Co the benefit of the indemnities provided by Owner set out in this Section 32.2.
- (d) For greater certainty:
 - (i) the liability of Owner under this Section 32.2 shall not be greater than the total cumulative liability of Owner under Section 34.2; and

- (ii) the indemnities set out in this Section 32.2 shall not apply to the extent the breach of the Project Agreement or the act or omission of Owner or any Owner Party was caused or contributed to by:
 - (A) the breach of this Project Agreement by Project Co; or
 - (B) any act or omission of Project Co, any Project Co Indemnified Party.

32.3 Conduct of Claims

- (a) This Section 32.3 shall apply to the conduct of claims made by a third person against a party having, or claiming to have, the benefit of an indemnity pursuant to this Project Agreement. The party having, or claiming to have, the benefit of the indemnity is referred to as the “**Beneficiary**” and the Party giving the indemnity is referred to as the “**Indemnifier**”.
- (b) If the Beneficiary receives any notice, demand, letter or other document concerning any claim for which it appears that the Beneficiary is, or may become entitled to, indemnification under this Section 32.3, the Beneficiary shall give written notice to the Indemnifier as soon as reasonably practicable and in any event within 10 Business Days of receipt of the same. Such notice shall specify with reasonable particularity, to the extent that information is available, the factual basis for the claim and the amount of the claim.
- (c) Subject to Sections 32.3(d), 32.3(e) and 32.3(f), on the giving of such notice by the Beneficiary, where it appears that the Beneficiary is or may be entitled to indemnification from the Indemnifier in respect of all, but not part only, of the liability arising out of the claim, the Indemnifier shall (subject to providing the Beneficiary with a secured indemnity to the Beneficiary’s reasonable satisfaction against all costs and expenses that the Beneficiary may incur by reason of such action) be entitled to dispute the claim in the name of the Beneficiary at the Indemnifier’s own expense and take conduct of any defence, dispute, compromise, or appeal of the claim and of any incidental negotiations. The Beneficiary shall give the Indemnifier all reasonable cooperation, access and assistance for the purposes of considering and resisting such claim. The Beneficiary shall have the right to employ separate counsel in respect of such claim and the reasonable fees and expenses of such counsel shall be to the account of the Indemnifier only where representation of both the Indemnifier and Beneficiary by common counsel would be inappropriate due to any actual or potential conflicting interests between the Indemnifier and Beneficiary.
- (d) With respect to any claim conducted by the Indemnifier:
 - (i) the Indemnifier shall keep the Beneficiary fully informed and consult with it about material elements of the conduct of the claim;

- (ii) the Indemnifier shall not bring the name or reputation of the Beneficiary into disrepute;
 - (iii) the Indemnifier shall not pay, compromise or settle such claims without the prior consent of the Beneficiary, such consent not to be unreasonably withheld or delayed;
 - (iv) the Indemnifier shall not admit liability or fault to any third party without the prior consent of the Beneficiary, such consent not to be unreasonably withheld or delayed; and
 - (v) the Indemnifier shall use commercially reasonable efforts to have the Beneficiary named as a beneficiary under any release given by the persons bringing the claim to which this Section 32.3 relates.
- (e) The Beneficiary shall be free to pay or settle any such claim on such terms as it thinks fit and without prejudice to its rights and remedies under this Project Agreement if:
- (i) the Indemnifier is not entitled to take conduct of the claim in accordance with Section 32.3(c);
 - (ii) the Indemnifier fails to notify the Beneficiary of its intention to take conduct of the relevant claim within 10 Business Days of the notice from the Beneficiary under Section 32.3(b) or notifies the Beneficiary that the Indemnifier does not intend to take conduct of the claim; or
 - (iii) the Indemnifier fails to comply in any material respect with Section 32.3(d).
- (f) The Beneficiary shall be free at any time to give notice to the Indemnifier that the Beneficiary is retaining or taking over, as the case may be, the conduct of any defence, dispute, compromise or appeal of any claim, or of any incidental negotiations, to which Section 32.3(c) applies. For greater certainty, Project Co acknowledges and agrees that where Owner is the Beneficiary, Owner may retain or take over such conduct in any matter involving patient, clinical or research confidentiality or any matter involving public policy. On receipt of such notice the Indemnifier shall promptly take all steps necessary to transfer the conduct of such claim to the Beneficiary, and shall provide to the Beneficiary all relevant documentation and all reasonable cooperation, access and assistance for the purposes of considering and resisting such claim. If the Beneficiary gives any notice pursuant to this Section 32.3(f), then the Indemnifier shall be released from any liabilities arising under the applicable indemnity hereunder in respect of the applicable claim.
- (g) If the Indemnifier pays to the Beneficiary an amount in respect of an indemnity and the Beneficiary subsequently recovers, whether by payment, discount, credit, saving, relief or other benefit or otherwise, a sum or anything else of value (the

“**Recovery Amount**”) which is directly referable to the fact, matter, event or circumstances giving rise to the claim under the indemnity, the Beneficiary shall forthwith repay to the Indemnifier whichever is the lesser of:

- (i) an amount equal to the Recovery Amount less any out-of-pocket costs and expenses properly incurred by the Beneficiary in recovering the same; and
- (ii) the amount paid to the Beneficiary by the Indemnifier in respect of the claim under the relevant indemnity,

provided that there shall be no obligation on the Beneficiary to pursue any Recovery Amount and that the Indemnifier is repaid only to the extent that the Recovery Amount, aggregated with any sum recovered from the Indemnifier, exceeds the loss sustained by the Beneficiary except, however, that if the Beneficiary elects not to pursue a Recovery Amount, the Indemnifier shall be entitled to require an assignment to it of the right to do so.

- (h) Any person taking any of the steps contemplated by this Section 32.3 shall comply with the requirements of any insurer who may have an obligation to provide an indemnity in respect of any liability arising under this Project Agreement.

32.4 Mitigation – Indemnity Claims

- (a) For greater certainty, Section 42.4 applies to any indemnity given under this Project Agreement and any such indemnity shall not extend to Direct Losses which could have been reduced or avoided by the Beneficiary complying with such Section.

33. WAIVER OF CLAIMS

33.1 Waiver of Claims by Owner

- (a) As of the date of the final certificate for payment, Owner expressly waives and releases Project Co from all claims against Project Co, including those that might arise from the wilful misconduct, negligence or breach of contract by Project Co except:
 - (i) those made in writing prior to the date of the final certificate for payment and still unsettled;
 - (ii) those arising from the provisions of any indemnity given by Project Co under this Project Agreement;
 - (iii) without limiting the provisions of Section 33.1(a)(ii), those arising from Project Co’s obligations under Article 14 or Section 36.2(a); or

- (iv) those made in writing within a period of 6 years from the Substantial Completion Date as set out in the certificate of Substantial Completion of the Work or within such shorter limitation period prescribed by Applicable Law arising from any liability of Project Co for damages resulting from substantial defects or deficiencies in or from Project Co's performance of this Project Agreement. As used herein "substantial defects or deficiencies" means those defects or deficiencies in the Work which affect the Work to such an extent or in such a manner that a significant part or the whole of the Work is unfit for the purpose intended by the Contract Documents.

For greater certainty and without limiting the generality of the foregoing, the waiver and release of Owner shall not extend to or apply with respect to any warranty obligations of Project Co under Article 35.

33.2 Waiver of Claims by Project Co

- (a) As of the date of the final certificate for payment, Project Co expressly waives and releases Owner from all claims against Owner, including those that might arise from the wilful misconduct, negligence or breach of contract by Owner except:
 - (i) those made in writing prior to Project Co's application for final payment and still unsettled;
 - (ii) those arising from the provisions of any indemnity given by Owner under this Project Agreement; or
 - (iii) without limiting the provisions of Section 33.2(a)(ii), those arising from Owner's obligations under Article 14 and Section 32.2(a)(iv).

34. LIMITS ON LIABILITY

34.1 Indirect Losses

- (a) Without prejudice to the Parties' rights in respect of payments provided for herein which may, in accordance with their terms or by necessary implication, include the payment of Indirect Losses, subject to the provisions hereof, the indemnities under this Project Agreement shall not apply and there shall be no right to claim damages for breach of this Project Agreement, in tort or on any other basis whatsoever, to the extent that any loss claimed by either Party is:
 - (i) for punitive, exemplary or aggravated damages;
 - (ii) for loss of income, loss of use, loss of production, loss of business or loss of business opportunity; or

- (iii) for consequential loss or for indirect loss of any nature suffered or allegedly suffered by either Party,

provided that the exceptions in (ii) and (iii) shall not apply as a result of, or in relation to, the Owner's loss of use of the Facility and/or the Existing Facility or a portion thereof, which shall be Direct Losses for all purposes of this Project Agreement

(collectively, "**Indirect Losses**").

34.2 Maximum Liability

- (a) Subject to and save and except in respect of:
 - (i) any claims of Owner against Project Co:
 - (A) for the cost to perform and complete the Work in accordance with the Contract Documents, including the reasonable and proper costs of Owner incurred in carrying out any re-tendering of the Work or any applicable portion thereof;
 - (B) for the costs that may arise under Sections 35.2 and 35.3 to correct defects, deficiencies or non-compliant items in the Work;
 - (C) for the costs that may arise in the circumstances of Section 25.1(a)(i); or
 - (D) to recover from Project Co payment of any amount that would have been payable to Owner under policies of insurance described under Schedule 13 but for the breach by Project Co under any such policies, which breach relieved the insurer of its obligation to pay Owner under such policies;
 - (ii) any claims of Project Co against Owner for the payment of the Guaranteed Price (including Additional Owner Payments), Interim Reimbursement Payment Amount, the Owner Final Reimbursement Payment or any Compensation Payment;
 - (iii) any claims by either Party against the other for:
 - (A) damages for fraud, material misrepresentation, wilful misconduct or deliberate acts of wrongdoing;
 - (B) costs arising from each Party's obligations under Article 14 and corresponding indemnities in Sections 32.1(a)(viii) and 32.2(a)(iv), respectively; or

- (C) any insurance proceeds where such funds have been misapplied by such Party or which, under the terms of this Project Agreement should have been paid to the other party,

but notwithstanding any other provision of this Project Agreement, the total cumulative liability of either Party to the other for all costs, damages or losses of any kind, in law or in equity, whether based on tort, negligence, contract, warranty, strict liability or otherwise arising from or relating to this Project Agreement (including, for clarity, in respect of a Project Co Delay or any indemnity provided by either Party under this Project Agreement), shall not be greater than \$[REDACTED]. Each of these limits shall be index linked and shall be exclusive of any insurance proceeds received or which will be received pursuant to policies maintained by or on behalf of Project Co in accordance with Schedule 13 – Insurance and Performance Security. For greater certainty, nothing herein is intended to limit the rights of Owner in respect of any Security required to be provided by Project Co under Schedule 13 – Insurance and Performance Security and nothing herein shall limit either Owner’s or Project Co’s ability to pursue claims against the Consultant for indemnity with respect to negligent design or engineering, subject to the limitations set out in Section 34.2(b).

- (b) Project Co acknowledges that the aggregate liability of the Consultant in all claims arising under or in respect of this Project Agreement shall be limited to the amount of the errors and omissions insurance coverage available to the Consultant in respect of such claim. Owner covenants with Project Co to cause errors and omissions insurance to be in place covering the Consultant with indemnity limits of not less than \$[REDACTED] (in the aggregate). For greater certainty, Project Co shall not seek to recover from the Consultant or from any other person that might seek indemnity or contribution from the Consultant any amount in excess of the amount of the available indemnity under any errors and omissions insurance coverage available to the Consultant and responsive to such claim. Project Co acknowledges that the Consultant is a third party beneficiary under this Section 34.2(b) and that the Consultant shall be entitled to plead this Section 34.2(b) in its defence to any action brought by Project Co and Project Co waives any defence to such pleading by the Consultant. Project Co further acknowledges that Owner is contracting in this respect as agent for the Consultant.

35. WARRANTY

35.1 Project Co Warranty

- (a) Project Co warrants that the Work, including all Products, and in addition, all parts and workmanship replaced during the initial warranty period, shall conform to the specifications set out in the Contract Documents in all respects and shall be new, of good quality material, of merchantable quality and fit for their intended purpose, as described in the Contract Documents, and free of defects in materials, equipment and workmanship for a period of one (1) year from:

- (i) the relevant applicable Phased Occupancy Date with respect to a Phase of the Work intended to be occupied by Owner prior to Substantial Completion of the Work, but only with respect to the portions of the Work directly affected by the occupancy of Owner of such Phase of the Work;
- (ii) with respect to the Phase 1A Work, the Phase 1A Completion Date; and
- (iii) with respect to the balance of the Work, from the Substantial Completion Date.

This warranty shall cover labour and material, including, the costs of removal and replacement of covering materials. This warranty shall not limit extended warranties on any items of equipment or material called for elsewhere in the Specifications or otherwise provided by any manufacturer of such equipment or material. Project Co shall ensure that all extended warranties specified in the Contract Documents are provided and shall assign to Owner all such extended warranties in accordance with the provisions of Section 16.2(h).

35.2 Corrections

- (a) Project Co agrees to correct promptly, at its own expense, in a manner approved by Owner, defects, deficiencies or non-compliant items in the Work which appear prior to and during the warranty periods set out in Section 35.1. Project Co acknowledges that the timely performance of warranty work is critical to the ability of Owner to maintain effective operations of the Facility. Project Co shall use commercially reasonable efforts to respond to the requirement of Owner to correct defective, deficient or non-compliant items in the Work within the time periods required by Owner which, for example, in relation to critical clinical areas can require immediate correction (i.e. isolation room air handling) or a roof leak which makes a clinical care area unavailable. Project Co further acknowledges that if Owner is unable to contact Project Co and/or obtain the corrective work within such time period required by Owner that Owner's own forces may take such emergency steps as are reasonable and appropriate to correct such defects, deficiencies or non-compliant items in the Work, at Project Co's sole cost and expense, and except in the case of damage caused by Owner's own forces, such emergency steps taken by Owner's own forces shall not invalidate any warranties in respect of such portion of the Work affected by such corrective actions of Owner's own forces.

35.3 Make Good any Damage

- (a) Subject to Section 35.2, Project Co shall promptly, and in any event not more than 30 days after receipt of written notice thereof from the Consultant or Owner, Make Good any defects, deficiencies or non-compliant items in the Work which may develop within periods for which said materials, equipment, Products and workmanship are warranted, and also Make Good any damage to other Work caused by the repairing of such defects, deficiencies or non-compliant items. All

of such Work shall be at Project Co's expense. None of such Work shall be the basis of a claim for a Change Order, additional compensation or damages. The above-noted time period of 30 days shall be subject to the following:

- (i) If the corrective Work cannot be completed in the 30 days specified, Project Co shall be in compliance if Project Co:
 - (A) commences and is diligently proceeding with the correction of the Work within the specified time;
 - (B) provides Owner with a schedule acceptable to Owner for such correction; and
 - (C) corrects the Work in accordance with such schedule.
- (b) If Project Co fails to correct the Work in the time specified or subsequently agreed upon, without prejudice to any other right or remedy Owner may have, Owner may correct such Work and deduct the cost and expense thereof from any Owner Holdback held by Owner or from any payment then or thereafter due to Project Co provided the Consultant has certified such cost to Owner.

35.4 Performance of Replacement Work

- (a) The performance of replacement work and Making Good of defects, deficiencies or non-compliant items for which Project Co is responsible, shall be commenced and completed as expeditiously as possible, and shall be executed at times convenient to Owner and this may require work outside normal working hours at Project Co's expense. Any extraordinary measures required to complete the Work, as directed by Owner to accommodate the operation of the Facility or other aspects of the Project as constructed shall be at Project Co's expense.

35.5 Opening, Tests, Inspections

- (a) Project Co shall, at any time or times prior to the expiry of said warranty period and when required to do so by Owner, make such openings, tests, inspections, excavations, examinations, or other investigations in, through, of or in the vicinity of the Work as directed and shall, if required, Make Good again, to the satisfaction of Owner, any openings, excavations or disturbances of any property, real or personal, resulting therefrom. If any defect, deficiency or non-compliant item for which Project Co is responsible is found in the Work by such investigations, the cost of such investigations and such Making Good shall be borne by Project Co; but if no such defect, deficiency or non-compliant item for which Project Co is responsible is found by such investigations, the said cost shall be borne by Owner.

35.6 Remedies Not Exclusive

- (a) The foregoing express warranties shall not, subject to the waiver by Owner set out in Section 33.1, deprive Owner of any action, right or remedy otherwise available to Owner at law or in equity for breach of any of the provisions of the Contract Documents by Project Co, and the periods referred to in this Article 35, shall not, subject to the waiver by Owner set out in Section 33.1, be construed as a limitation on the time in which Owner may pursue such other action, right or remedy.

35.7 Occupation by Owner

- (a) For the purposes of this Article 35, completion of a milestone other than Substantial Completion is signified by availability of the relevant space for occupation by Owner, as more particularly described in the Specifications.

35.8 No Limitation

- (a) Subject to Section 11.19(f), neither the performance of work by Owner's own forces nor the work of Owner's other contractors, shall, except with respect to any damage caused by Owner's own forces or Owner's other contractors, limit the availability or terms of any warranty.

36. INTELLECTUAL PROPERTY

36.1 Ownership of Specifications and Models

- (a) Specifications, Drawings, models, and copies thereof furnished by the Consultant are and shall remain the Consultant's property, with the exception of the signed Contract Document sets, which shall belong to each party to this Project Agreement. All Specifications, Drawings and models furnished by the Consultant are to be used only with respect to the Work and are not to be used on other work. These Specifications, Drawings and models are not to be copied or altered in any manner except in accordance with the Contract Documents without the written authorization of the Consultant.
- (b) Models furnished by Project Co at Owner's expense are the property of Owner.

36.2 Patent Fees

- (a) Project Co shall pay the royalties and patent licence fees required for the performance of this Project Agreement. The amount incurred shall be included in the Guaranteed Price.

37. COMMUNICATIONS PROTOCOL AND CONFIDENTIALITY

37.1 Communications Protocol

- (a) Project Co shall not, and shall ensure that the Project Co Parties and any person affiliated with Project Co do not, issue or disseminate any media release, public announcement or public disclosure (whether for publication in the press, on the radio, television, internet or any other medium) relating to the Project, this Project Agreement or any matters related thereto, without the prior written consent of Owner and Infrastructure Ontario, in their Sole Discretion, provided that if Project Co, a Project Co Party or any person affiliated with Project Co is a public company, it shall be entitled to make such disclosure as is required by Applicable Law, subject to notification and reasonable consultation with Owner and Infrastructure Ontario prior to such disclosure.
- (b) Project Co shall, and shall ensure that the Project Co Parties and any person affiliated with Project Co, in each case, comply, at all times, with Owner's and Infrastructure Ontario's media release and publicity protocols or guidelines, including the Communications Protocol set out in Schedule 21, as such protocols and/or guidelines are updated by Owner and Infrastructure Ontario from time to time, provided that if any such person is a public company, it shall be entitled to make such disclosure as is required by Applicable Law, subject to notification and reasonable consultation with Owner and Infrastructure Ontario prior to such disclosure.
- (c) Owner, either on its own or together with Infrastructure Ontario, propose to establish a public information repository for the Project which may be website based as well as a hard copy document repository for purposes of communicating to the public information respecting the Project and the progress of the construction work. It is not intended that this information repository would include any information which falls within one of the exemptions under FIPPA, although the information repository may also contain the redacted versions of the Project Agreement or any of the Implementing Agreements pursuant to Section 37.3 below. Other than in respect of such redacted publications, Owner on its own or together with Infrastructure Ontario, will establish a communications protocol in consultation with Project Co for the development and management of the information repository.

37.2 FIPPA

- (a) Owner and Project Co acknowledge and agree that, subject only to removal of information that falls within one of the exemptions under FIPPA, unless consented to by Project Co under section 17(3) of FIPPA, the Project Agreement and the Implementing Agreements are public documents that may be disclosed or published (including on websites) by Owner.

- (b) Project Co further acknowledges and agrees that Owner will be free to disclose any information, including the Project Agreement, the Implementing Agreements, the Request for Proposals, the Proposal Submission and any Confidential Information, to MEI, Infrastructure Ontario, the Authority and/or the Province and Project Co and Owner acknowledge and agree that, subject to compliance with FIPPA, MEI, Infrastructure Ontario, the Authority and/or the Province will be free to use, disclose or publish (including on websites) the information on such terms and in such manner as MEI, Infrastructure Ontario, the Authority and/or the Province see fit.
- (c) For greater certainty, each of Project Co and Owner acknowledge and agree that, subject only to the removal of any information pursuant to one of the exemptions under FIPPA, this Project Agreement, any of the Implementing Agreements, the Request for Proposals and the Proposal Submission, any contractual submissions or other records kept in accordance with this Project Agreement or any of the Implementing Agreements, any information related to the performance of Project Co, or any information derived from this Project Agreement or any of the Implementing Agreements, including Confidential Information, are public documents and information and, as such, may be disclosed by Owner, MEI, Infrastructure Ontario, the Authority and/or the Province (the “**Disclosing Parties**”), in their Sole Discretion.

37.3 Redaction Publication

- (a) Prior to disclosing or publishing this Project Agreement or any of the Implementing Agreements or any other Confidential Information of Project Co (or any Project Co Party), or any information derived from this Project Agreement, the Implementing Agreements or any other Confidential Information, the Disclosing Party shall provide to Project Co a redacted version of this Project Agreement or such other documents and information to be disclosed or published, on the basis that the information so redacted constitutes information that should not be disclosed pursuant to one of the exemptions under FIPPA, together with the reasons why such information may be refused disclosure.
- (b) If Project Co, acting in good faith, contends that any of the information not redacted constitutes information that falls within one of the exemptions under FIPPA, the dispute may be referred for resolution in accordance with Schedule 14 – Dispute Resolution Procedure, and the Disclosing Party shall not disclose any information in dispute until a determination is made. Any such determination shall be made with reference to the text and principles of FIPPA, notwithstanding that such act does not apply directly to any Disclosing Party.
- (c) Notwithstanding anything else in this Project Agreement to the contrary, Project Co expressly acknowledges and agrees that the amount of the Guaranteed Price (but not its component parts) may be disclosed or published by any of the Disclosing Parties.

37.4 Use and Disclosure of Confidential Information

- (a) Except as authorized hereunder, each Party shall hold in confidence, not disclose and not permit any person any manner of access to, whether directly or indirectly, any Confidential Information of any other Party, provided that this Section 37.4 shall not restrict either Party from disclosing such Confidential Information to its professional advisors, to the extent necessary, to enable that Party to perform, to cause to be performed, or to enforce, its rights or obligations under this Project Agreement or any of the Implementing Agreements.
- (b) Project Co may:
 - (i) disclose in confidence to Lender and prospective lenders and their professional advisors such Confidential Information as is reasonably required by Lender or any such prospective lender in connection with the raising of finance for the Work or which Project Co is obliged to supply by the terms of the Lending Agreements; and
 - (ii) disclose in confidence to any Project Co Party and their professional advisors, such Confidential Information as is necessary for the performance by such Project Co Party of its obligations under this Project Agreement or any of the Implementing Agreements.
- (c) Project Co acknowledges that MEI, Infrastructure Ontario, the Authority and/or the Province may use the Project Co Confidential Information for purposes not specific to the Project, but for other general governmental purposes, such as development of the Province's alternate procurement and financing policies and framework.
- (d) Subject to the foregoing, neither Party shall use, or directly or indirectly cause, authorize or permit any other person to use, any Confidential Information of the other Party except for the purposes of this Project Agreement or any Implementing Agreements, as permitted by this Project Agreement or any Implementing Agreement, or as authorized by the Disclosing Party in writing.
- (e) Each Party shall protect all Confidential Information of the Disclosing Party with the same degree of care as it uses to prevent the unauthorized use, disclosure, publication, or dissemination of its own confidential information of a similar nature or character, but in no event less than a reasonable degree of care.

37.5 Exceptions

- (a) Information of a Party (the “**Proprietor**”) will not be considered to be Confidential Information in the following circumstances:
 - (i) the Proprietor advises the other Party to whom the information has been disclosed (the “**Confidant**”) in writing that the information is not required to be treated as Confidential Information;

- (ii) the information is as of the date of this Project Agreement, or becomes at any time thereafter, generally available to or accessible by the public through no fault or wrongdoing of the Confidant;
- (iii) the information is a matter of public record or in the public domain;
- (iv) the information was in the possession of the Confidant prior to its disclosure;
- (v) the information is received by the Confidant on a non-confidential basis from a source other than the Proprietor, provided that to the best of the Confidant's knowledge such source is not bound by a confidentiality agreement with the Proprietor or otherwise prohibited from disclosing the information to the Confidant by a contractual, legal or fiduciary obligation;
- (vi) the information was independently developed by the Confidant without access to the Confidential Information, as evidenced by written records;
- (vii) the information is required to be disclosed pursuant to Applicable Law, provided that the Confidant provides, where the circumstances reasonably permit, the Proprietor with reasonable notification and an opportunity to contest such requirement prior to disclosure;
- (viii) the information is disclosed to Owner upon a termination of this Project Agreement, pursuant to Article 28 or is otherwise reasonably required by Owner for the purposes of performing (or having performed) the Work, including the construction of the Facility, subject to payment by Owner of any royalties or patent license fees that were payable by Project Co in respect of such information (if any) and to any related confidentiality obligations disclosed to Owner to which such information is subject; or
- (ix) the information would not be exempt from disclosure under FIPPA.

37.6 Survival of Confidentiality

- (a) Except for Confidential Information that Project Co has identified in writing to Owner as being commercially sensitive, in which case the obligations in this Article 37 shall continue, the obligations in Sections 37.1 to 37.5 will cease on the date that is 3 years after the Final Completion of the Project.

37.7 Personal Information

- (a) Project Co acknowledges the importance of maintaining the confidentiality and privacy of Personal Information.
- (b) Project Co shall, and shall require all Project Co Parties to, only collect, hold, process, use, store and disclose Personal Information with the prior consent of

Owner and only to the extent necessary to perform Project Co's obligations under this Project Agreement.

- (c) Project Co shall, and shall require all Project Co Parties to, at all times treat Personal Information as strictly confidential and shall comply with all applicable requirements of the Contract Documents and the requirements of Applicable Law, including FIPPA and the *Personal Health Information Protection Act, 2004* (Ontario).
- (d) Project Co shall take all necessary and appropriate action, and shall require all Project Co Parties to take all necessary and appropriate action, against any person who fails to comply with this Section 37.7.
- (e) Project Co shall allow Owner on reasonable notice to inspect the measures of Project Co and the Project Co Parties to protect Personal Information.

37.8 Protection of Patient Information

- (a) Project Co shall take all necessary steps, including the appropriate technical and organizational and physical security measures, and shall require its Project Co Parties to take all necessary steps and to include provisions in Subcontracts to require their Project Co Parties to take all necessary steps, such that Project Co, the Project Co Parties, and its and their staff shall protect, secure and keep confidential any Patient Information.
- (b) Project Co shall keep confidential, and shall require its Project Co Parties to keep confidential and to include provisions in all Subcontracts to require all Project Co Parties to keep confidential, all Patient Information that any of them may encounter or obtain during the course of their duties.
- (c) Owner may from time to time require that Project Co and any Project Co Party or member of its or their staff execute and deliver within 2 Business Days of such request an agreement satisfactory to Owner, acting reasonably, requiring such person to keep Patient Information confidential.
- (d) This Section 37.8 shall not limit Section 37.7.

37.9 Survival

- (a) The obligations in Sections 37.7 and 37.8 shall survive the termination of this Project Agreement.

38. ASSIGNMENT, SUBCONTRACTING AND CHANGES IN CONTROL

38.1 Project Co Assignment

- (a) Project Co shall not sell, assign, transfer, charge, mortgage, encumber, dispose of or otherwise alienate all or any part of any interest, whether legal or beneficial, in

this Project Agreement or any Implementing Agreement without the prior written consent of Owner, which consent may be withheld in the Sole Discretion of Owner.

- (b) Section 38.1(a) shall not apply to:
 - (i) the grant of any security or any other interest to Lender under any of the Lending Agreements; or
 - (ii) subject to Section 7.1(a)(xx), any Subcontract or sub-subcontract entered into by Project Co, the Project Co Parties or any sub-subcontractor in connection with the Project.

38.2 Owner Assignment

- (a) Owner shall not charge, mortgage or encumber, or except in accordance with Section 38.2(b), sell, assign, transfer, charge, mortgage, encumber, dispose of or otherwise alienate, all or any part of its interest in this Project Agreement or any Implementing Agreement.
- (b) Owner may sell, assign, transfer, dispose of or otherwise alienate all (but not less than all) of its interest in this Project Agreement and the Implementing Agreements:
 - (i) to the Local Health Integration Network;
 - (ii) to any public hospital under the *Public Hospitals Act* (Ontario) to whom the Authority, exercising its statutory rights, would be entitled to transfer same;
 - (iii) to any successor of Owner, where such successor arises as a result of a direction or approval under the *Public Hospitals Act* (Ontario) and/or the *Local Health System Integration Act* (Ontario) or a reorganization of the delivery of health services initiated by the Province; or
 - (iv) to any person that is regulated and funded by the Province as a healthcare institution and is approved by the Authority as a transferee of same;

provided that (A) the person to whom any such sale, assignment, transfer, disposition or other alienation is made has the legal capacity, power and authority to accept such sale, assignment, transfer, disposition or other alienation, and agrees in writing with Project Co and Lender to assume and perform all of the obligations of Owner hereunder and under all of the Implementing Agreements, and (B) the Authority confirms to the assignee or transferee its commitment to fund the assignee or transferee on terms and conditions no less favourable than those set out in the Funding Letter and a copy of such confirmation is provided to Project Co and Lender.

- (c) Upon any sale, assignment, transfer, disposition or other alienation in accordance with Section 38.2(b), Owner shall be released from all of its obligations under this Project Agreement to the extent assumed by the assignee or transferee.

38.3 Subcontractors

- (a) Project Co shall not subcontract any interest in this Project Agreement or the Construction Contract to a Restricted Person, or any Affiliate thereof, or a person whose standing or activities are inconsistent with Owner's role as a hospital or may compromise the reputation or integrity of Owner or the nature of the Province's health care system, so as to affect public confidence in that system.
- (b) Project Co shall not terminate, agree to the termination of or replace the Contractor unless Project Co has complied with Sections 6.2(a), 38.3(c) and 38.3(d) or received the prior written consent of Owner, which may be withheld in the Sole Discretion of Owner.
- (c) Subject to Section 38.3(d), if the Construction Contract shall at any time lapse, terminate or otherwise cease to be in full force and effect, whether by reason of default or otherwise, with the effect that the Contractor shall cease to act in relation to the Project, Project Co shall forthwith appoint a replacement, subject to Owner's prior written consent, acting reasonably, as to the suitability of the replacement.
- (d) It is a condition of replacement of the Contractor, and Project Co shall require, that any replacement enter into a contract upon the same or substantially similar terms as the Construction Contract so replaced, including the provision of replacement Security and an assignment agreement on the same or substantially similar terms as the Assignable Subcontract Agreement for Construction Contract unless any material variations are approved by Owner, acting reasonably.

38.4 Changes in Ownership

- (a) No Change in Ownership of Project Co, or any company of which Project Co is a subsidiary, shall be permitted:
 - (i) where the person acquiring the ownership interest is a Restricted Person or a person whose standing or activities are inconsistent with Owner's role as a hospital, or may compromise the reputation or integrity of Owner or the nature of the Province's health care system, so as to affect public confidence in that system; or
 - (ii) if such Change in Ownership would have a material adverse effect on the performance of the Work.
- (b) No Change in Control of Project Co, or any company of which Project Co is a subsidiary, shall be permitted without the prior written consent of Owner, which may be withheld in Owner's Sole Discretion.

- (c) This Section 38.4 shall not apply to a Change in Ownership or Change in Control of companies whose equity securities are listed on a recognized stock exchange.
- (d) Whether or not Project Co is required to obtain Owner's consent to a Change in Ownership or Change in Control pursuant to this Section 38.4, Project Co shall provide notice to Owner of any Change in Ownership or Change in Control of Project Co, or any company of which Project Co is a subsidiary, as the case may be, within 5 Business Days of such Change in Ownership or Change in Control, and such notification shall include a statement identifying the then current shareholders and their respective holdings in the voting securities of Project Co, or any company of which Project Co is a subsidiary, as the case may be.

39. DISPUTE RESOLUTION PROCEDURE

39.1 Dispute Resolution

- (a) All disputes shall be resolved in accordance with, and the Parties shall comply with, Schedule 14 – Dispute Resolution Procedure.

40. PROHIBITED ACTS

40.1 Definition

- (a) The term “**Prohibited Act**” means:
 - (i) offering, giving or agreeing to give to Owner or any public body (or anyone employed by or acting on their behalf), or to any family member of such person, any gift or consideration of any kind as an inducement or reward:
 - (A) for doing or not doing, or for having done or not having done, any act in relation to the obtaining or performance of this Project Agreement or any other agreement with Owner or any public body in connection with the Project; or
 - (B) for showing or not showing favour or disfavour to any person in relation to this Project Agreement or any other agreement with Owner or any public body in connection with the Project;

provided that this Section 40.1(a)(i) shall not apply to Project Co or any Project Co Party (or anyone employed by or acting on their behalf) providing consideration to Owner or any public body in the ordinary course, or as reasonably necessary, to fulfill or comply with the obligations and liabilities of Project Co under this Project Agreement or any other agreement with Owner or any public body in connection with the Project;

- (ii) entering into this Project Agreement or any other agreement with Owner or any public body in connection with the Project for which a commission or a fee has been paid or has been agreed to be paid by Project Co, or on its behalf or to its knowledge, Owner or any public body (or anyone employed by or acting on their behalf), or to any family member of such person, unless, before the relevant agreement is entered into, particulars of any such commission or fee have been disclosed in writing to Owner, provided that this Section 40.1(a)(ii) shall not apply to a fee or commission paid by Project Co or any Project Co Party (or anyone employed by or acting on their behalf) to Owner or any public body pursuant to an agreement where such fee or commission is paid in the ordinary course, or as reasonably necessary, to fulfill or comply with the obligations and liabilities of Project Co under this Project Agreement or any other agreement with Owner or any public body in connection with the Project without contravening the intent of this Article 40;
- (iii) breaching or committing any offence under any Applicable Law in respect of corrupt or fraudulent acts, or at common law, in respect of fraudulent acts in relation to this Project Agreement or any other agreement with Owner or any public body in connection with the Project; or
- (iv) defrauding or attempting to defraud or conspiring to defraud Owner or any other public body.

40.2 Warranty

- (a) Project Co warrants that, in entering into this Project Agreement, it has not committed any Prohibited Act.

40.3 Remedies

- (a) If Project Co or any Project Co Party (or anyone employed by or acting on their behalf) commits any Prohibited Act, then Owner shall be entitled to act in accordance with the following:
 - (i) if the Prohibited Act is committed by Project Co or by an employee acting under the direction of a director or officer of Project Co, Owner may give written notice to Project Co and a Project Co Event of Default shall be deemed to have occurred;
 - (ii) if the Prohibited Act is committed by an employee of Project Co acting independently of a direction of a director or officer of Project Co, then Owner may give written notice to Project Co and a Project Co Event of Default shall be deemed to have occurred, unless, within 30 days of receipt of such notice, Project Co terminates the employee's employment and ensures that the relevant part of the Work shall be performed by another person;

- (iii) if a Prohibited Act is committed by a Project Co Party or by an employee of that Project Co Party not acting independently of a direction of a director or officer of that Project Co Party, then Owner may give written notice to Project Co and a Project Co Event of Default shall be deemed to have occurred, unless, within 30 days of receipt of such notice, Project Co terminates the relevant Subcontract and ensures that the relevant part of the Work shall be performed by another person, where relevant, in accordance with Section 38.3;
 - (iv) if the Prohibited Act is committed by an employee of a Project Co Party acting independently of a direction of a director or officer of that Project Co Party, then Owner may give written notice to Project Co and a Project Co Event of Default shall be deemed to have occurred, unless, within 30 days of receipt of such notice, Project Co causes the termination of the employee's employment and ensures that the relevant part of the Work shall be performed by another person; and
 - (v) if the Prohibited Act is committed on behalf of Project Co or a Project Co Party by a person not specified in Sections 40.3(a)(i) to 40.3(a)(iv), then Owner may give notice to Project Co and a Project Co Event of Default shall be deemed to have occurred, unless, within 30 days of receipt of such notice, Project Co causes the termination of such person's employment or the appointment of their employer and, if necessary, ensures that the relevant part of the Work shall be performed by another person.
- (b) Any notice of termination under this Section 40.3 shall specify:
- (i) the nature of the Prohibited Act;
 - (ii) the identity of the person whom Owner believes has committed the Prohibited Act; and
 - (iii) the date of termination in accordance with the applicable provisions of this Project Agreement.
- (c) Without prejudice to its other rights or remedies under this Section 40.3, Owner shall be entitled to recover from Project Co any Direct Loss sustained in consequence of any breach of this Article 40.

40.4 Permitted Payments

- (a) Nothing contained in this Article 40 shall prevent Project Co or any other person from paying any proper commission, fee or bonus whether to its employees within the agreed terms of their employment or otherwise, and such commission fee or bonus shall not constitute a Prohibited Act.

40.5 Notification

- (a) Project Co shall notify Owner of the occurrence and details of any Prohibited Act promptly on Project Co becoming aware of its occurrence.

40.6 Replacement of Project Co Party

- (a) Where Project Co is required to replace any Project Co Party pursuant to this Article 40, the party replacing such Project Co Party shall from the time of the replacement be deemed to be a Project Co Party and the provisions of this Project Agreement shall be construed accordingly.

41. NOTICES

41.1 Notices to Parties

- (a) All notices, requests, demands, instructions, certificates, consents, approvals and other communications (each being a “Notice”) required or permitted under this Project Agreement shall be in writing (whether or not “written notice” or “notice in writing” is specifically required by the applicable provision of this Project Agreement) and served by sending the same by registered mail, facsimile or by hand, as follows:

If to Project Co: Vanmed Construction Corporation
50 Acadia Avenue
Markham Ontario L3R 0B3

Fax No.: [REDACTED]
Attn.: [REDACTED]

With a copy to Contractor: Vanbots, a division of Carillion Construction Inc.
80 North Queen Street
Etobicoke, Ontario M8Z 5Z6

Fax No.: [REDACTED]
Attn.: [REDACTED]

If to Owner: The Royal Victoria Hospital of Barrie
201 Georgian Drive
Barrie, Ontario L4M 6M2

Fax No.: [REDACTED]
Attn.: [REDACTED]
[REDACTED]

With a copy to

Infrastructure Ontario:

777 Bay Street, 9th Floor
Toronto, Ontario M5G 2C8

Fax No.: [REDACTED]
Attn: [REDACTED]

41.2 Notice to Consultant

- (a) In addition to the notice requirements set out in Section 41.1, where any Notice is to be provided or submitted to the Consultant, it shall be provided or submitted by sending the same by registered mail, facsimile or by hand, as follows:

(i)

Salter Pilon Architects
151 Ferris Lane, Suite 400
Barrie, Ontario L4M 6C1

Fax No.: [REDACTED]
Attn.: [REDACTED]

41.3 Facsimile

- (a) Where any Notice is provided or submitted to a Party via facsimile, an original of the Notice sent via facsimile shall promptly be sent by regular mail or registered mail. For greater certainty, a notice given via facsimile shall not be invalid by reason only of a Party's failure to provide an original of the Notice in compliance with this Section 41.3.

41.4 Change of Address

- (a) Either Party to this Project Agreement may, from time to time, change any of its contact information set forth in Section 41.1 or 41.2 by prior Notice to the other Party, and such change shall be effective on the Business Day that next follows the recipient Party's receipt of such Notice unless a later effective date is given in such Notice.

41.5 Deemed Receipt of Notices

- (a) Subject to Sections 41.5(b), 41.5(c) and 41.5(d):
- (i) a Notice given by registered mail shall be deemed to have been received on the third Business Day after mailing;
 - (ii) a Notice given by hand delivery shall be deemed to have been received on the day it is delivered; and

- (iii) a Notice given by facsimile shall be deemed to have been received on the day it is transmitted by facsimile.
- (b) If the Party giving the Notice knows or ought reasonably to know of difficulties with the postal system which might affect negatively the delivery of mail, any such Notice shall not be mailed but shall be made or given by personal delivery or by facsimile transmission in accordance with this Article 41.
- (c) If any Notice delivered by hand or transmitted by facsimile is so delivered or transmitted, as the case may be, either on a day that is not a Business Day or on a Business Day after 4:00 p.m. (recipient's local time), then such Notice shall be deemed to have been received by such recipient on the next Business Day.
- (d) A Notice given by facsimile shall be deemed to have been received by the recipient on the day it is transmitted only if a facsimile transmission report (maintained by the sender) indicates that the transmission of such Notice was successful.

41.6 Service on Owner

- (a) Where any Notice is required to be served on Owner, the obligation to serve such Notice shall be fulfilled by serving it on Owner in accordance with the provisions of this Article 41.

42. GENERAL

42.1 Amendments

- (a) This Project Agreement may not be amended, restated, supplemented or otherwise modified except by an agreement in writing signed by duly authorized representatives of the Parties and stating on its face that it is intended to be an amendment, restatement, supplement or other modification, as the case may be, to this Project Agreement.

42.2 Waiver

- (a) No waiver made or given by a Party under or in connection with this Project Agreement shall be binding or effective unless the waiver is in writing, signed by an authorized representative of the Party giving such waiver, and delivered by such Party to the other Parties. No waiver made with respect to any right, power or remedy in one instance will be deemed to be a waiver with respect to any other instance involving the exercise of such right, power, or remedy or with respect to any other right, power, or remedy.
- (b) Failure by either Party or the Consultant to exercise any of its rights, powers or remedies hereunder or its delay to do so shall not constitute a waiver of those rights, powers or remedies. The single or partial exercise of a right, power or

remedy shall not prevent its subsequent exercise or the exercise of any other right, power or remedy.

42.3 Relationship Between the Parties

- (a) Each of the Parties acknowledges that it is contracting on its own behalf and not as an agent for any other person and subject to Schedule 20 – Form of Assignable Subcontract Agreement, this Project Agreement is not intended to and does not create or establish between the Parties, or between any of Owner, any Project Co Party, and the Province, including Infrastructure Ontario, any relationship as partners, joint venturers, employer and employee, master and servant, or (except as provided in this Project Agreement), of principal and agent, and does not create or establish any relationship whatsoever between Owner, the Province, including Infrastructure Ontario, and any representative or employee of Project Co or the Project Co Parties.
- (b) The Parties further agree that:
 - (i) except as expressly provided in this Project Agreement, neither Party shall be, or be deemed to be, an agent of the other Party, and neither Party shall have authority hereunder to represent that it is an agent of the other Party, or to accept any order, or enter into any contract or agreement, or make any representations or warranties of any kind to any person, or to assume or create any obligation, express or deemed, on behalf of or binding, or purportedly binding upon, the other Party;
 - (ii) neither Party shall be required to make or pay employment benefits, contributions for Employment Insurance, Canada Pension Plan, Workers' Compensation Board or other similar levies with respect to any persons employed or engaged by the other Party;
 - (iii) except as otherwise expressly provided in this Project Agreement, each Party shall be free from the control of the other Party as to the manner in which it shall perform its obligations, or cause same to be performed, under this Project Agreement; and
 - (iv) any person which a Party may engage as an agent, employee, subcontractor or otherwise, to perform such Party's obligations under this Project Agreement, as permitted hereby, shall, unless the Parties otherwise agree in writing, be engaged by such Party to act solely on behalf of such Party, and such person shall not act, or be deemed to act, on behalf of the Party that did not engage its services.

42.4 General Duty to Mitigate

- (a) Owner and Project Co shall at all times take commercially reasonable steps to minimize and mitigate any loss for which the relevant Party is entitled to bring a claim against the other Party pursuant to this Project Agreement.

42.5 Actual Knowledge

- (a) Without limitation to its actual knowledge and/or such knowledge which it, at law, may from time to time, be deemed to have, Project Co and Owner shall, for all purposes of this Project Agreement, be deemed to have such knowledge in respect of the Project as is actually held (or ought reasonably to be held) by their respective directors and officers.

42.6 Entire Agreement

- (a) Except where provided otherwise in this Project Agreement, this Project Agreement constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings, whether oral, written, express or implied, concerning the subject matter of this Project Agreement, including the Request for Proposals and the Proposal Submission, but excepting any of the Contract Documents and the Implementing Agreements, which agreements shall continue in full force and effect in accordance with their terms.

42.7 No Reliance

- (a) Each of the Parties acknowledges that:
 - (i) it has not entered into this Project Agreement on the basis of and does not rely, and has not relied, upon any statement or representation, whether negligent or innocent, or warranty or other provision, whether oral, written, express or implied, made or agreed to by any person, whether a Party to this Project Agreement or not, except those expressly made, given or repeated in this Project Agreement and the other Implementing Agreements and the only remedy or remedies available in respect of any misrepresentation or untrue statement made to it shall be those expressly provided for in this Project Agreement or the other Implementing Agreements; and
 - (ii) this Section 42.7 shall not apply to any statement, representation or warranty made fraudulently, or to any provision of this Project Agreement which was induced by fraud, for which the remedies available shall be all those available under Applicable Law.

42.8 Severability

- (a) Each provision of this Project Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Project Agreement is declared invalid, unenforceable or illegal by the courts of a competent jurisdiction, such provision may be severed and such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Project Agreement. If any such provision of this Project Agreement is invalid, unenforceable or illegal, the Parties shall, acting in

good faith, promptly negotiate new provisions to eliminate such invalidity, unenforceability or illegality and to restore this Project Agreement as near as possible to its original intent and effect.

42.9 Enurement

- (a) This Project Agreement and any other agreement entered into in connection with the Project to which both Owner and Project Co are parties shall enure to the benefit of, and be binding on, Owner and Project Co and their respective permitted successors and permitted transferees and assigns.

42.10 Governing Law and Jurisdiction

- (a) This Project Agreement, and each of the documents contemplated by or delivered under or in connection with this Project Agreement, shall be governed by and construed in accordance with the laws of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract, without regard to conflict of laws principles.
- (b) Subject to Schedule 14 – Dispute Resolution Procedure, both Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom.

42.11 Cumulative Remedies

- (a) Except as otherwise set forth in this Project Agreement, the rights, powers and remedies of each Party set forth in this Project Agreement are cumulative and are in addition to and without prejudice to any other right, power or remedy that may be available to such Party under this Project Agreement at law or in equity.

42.12 Further Assurance

- (a) Each Party shall do all reasonable things, from time to time, and execute all reasonable further documents necessary to give full effect to this Project Agreement.

42.13 Costs

- (a) Each Party shall be responsible for paying its own costs and expenses incurred in connection with the negotiation, preparation and execution and delivery of this Project Agreement.

42.14 Language of Agreement

- (a) Each of the parties acknowledges having requested and being satisfied that this Project Agreement and related documents be drawn in English. Chacune des parties reconnaît avoir demandé que ce document et ses annexes soient rédigés en anglais et s'en déclare satisfaite.

- (b) For greater certainty, all correspondence, notices, drawings, test reports, certificates, specifications, information, operating and maintenance instructions, name plates, identification labels, instructions and notices to the public and staff and all other written, printed or electronically readable matter required in accordance with, or for purposes envisaged by, this Project Agreement shall be in English.

42.15 Proof of Authority

- (a) Each Party shall provide proof to each other Party in a form acceptable to such other Party, that any person executing this Project Agreement or any of the Implementing Agreements on its behalf, has the requisite authority to execute this Project Agreement or such Implementing Agreements on its behalf.

42.16 Counterparts

- (a) This Project Agreement may be executed in one or more counterparts. Any single counterpart or a set of counterparts executed, in either case, by all the Parties shall constitute a full, original and binding agreement for all purposes. Counterparts may be executed either in original or faxed form provided that any Party providing its signature in faxed form shall promptly forward to each other Party an original signed copy of this Project Agreement which was so faxed.

42.17 Time is of the Essence

- (a) Time is of the essence in this Project Agreement.

[SIGNATURE PAGES IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF the Parties have executed this Project Agreement as of the date first above written.

THE ROYAL VICTORIA HOSPITAL OF BARRIE

Per: _____
Name: [REDACTED]
Title: [REDACTED]

Per: _____
Name: [REDACTED]
Title: [REDACTED]

I/We have authority to bind the corporation

VANMED CONSTRUCTION CORPORATION

Per: _____
Name: [REDACTED]
Title: [REDACTED]

Per: _____
Name: [REDACTED]
Title: [REDACTED]

I/We have authority to bind the corporation

SCHEDULE 1
DEFINITIONS AND INTERPRETATION

1. **Definitions.** In the Project Agreement, unless the context otherwise requires:
- 1.1 “**Addenda**” means Addenda 1, 2, 3 and 4 issued by the Consultant, together with any post-award Addenda including post-tender Addenda #1 and 2.
- 1.2 “**Additional Owner Payments**” means amounts payable to Project Co pursuant to any Change Order or Change Directive under which Owner is expressly responsible for an increase to the Guaranteed Price, which includes any cost arising out of a Change in the Scope of the Work initiated by Owner pursuant to Schedule 11 – Change Procedure, or any payments to be made by Owner pursuant to Articles 4, 21, 22, 23 or 24 or any other payment to be made by Owner, which, pursuant to the express provisions of the Project Agreement are to be paid as Additional Owner Payments, but not including any progress payments made in respect of Base Progress Payments.
- 1.3 “**Adjusted Guaranteed Price**” means, as at the end of the last day of the agreed monthly payment period ending immediately prior to the Interim Reimbursement Payment Date, the Guaranteed Price, as of Financial Close adjusted downwards to reflect any aggregate decreases thereto arising from any Change Orders and/or Change Directives in respect of the Phase 1A Work, but excluding any adjustment upwards to reflect any aggregate increases thereto arising from any and all Change Orders and/or Change Directives in respect of the Work, all as determined in accordance with Schedule 11 – Change Procedure.
- 1.4 “**Affiliate**” means an “**affiliate**” as that term is used in the *Business Corporations Act* (Ontario) and any successor legislation thereto, and, in the case of Project Co, shall include each of the Shareholders.
- 1.5 “**Agent**” means CIT Financial Ltd., acting in its capacity as agent for and on behalf of Lender.
- 1.6 “**Applicable Law**” means:
- (a) any statute or proclamation or any delegated or subordinate legislation including regulations and by-laws;
 - (b) any Authority Requirement; and
 - (c) any judgment of a relevant court of law, board, arbitrator or administrative agency which is a binding precedent in the Province of Ontario,
- in each case, in force in the Province of Ontario, or otherwise binding on Project Co, any Project Co Party, Owner or any Owner Party and, in particular, shall include the *Public Hospitals Act* (Ontario).

- 1.7 “**Approved Subcontractor Work**” means the work to be performed by each of the Approved Subcontractors set out in Schedule 19 – List of Project Co Parties.
- 1.8 “**Approved Subcontractors**” means a subcontractor which is on the list of Subcontractors approved by Owner pursuant to the Request for Proposals process and included on the list of Project Co Parties set out in Schedule 19 of the Project Agreement.
- 1.9 [Intentionally Deleted].
- 1.10 “**As-Built Drawings**” or “**As Built**” means a set of Contract Documents marked-up by Project Co or a Project Co Party during construction, to record changes in the Work from the design documents and to illustrate actual locations of hidden utilities or concealed elements. The term may also be interpreted to mean a set of Contract Documents containing Project Co’s annotations.
- 1.11 “**Assignable Subcontract Agreement**” means the form of agreement attached as Schedule 20 to the Project Agreement.
- 1.12 “**Assignable Subcontract Agreement for Construction Contract**” means the form of agreement attached as Schedule 23 to the Project Agreement.
- 1.13 “**Authority**” means Her Majesty the Queen in Right of Ontario as represented by the Minister of Health and Long-Term Care, and includes any successors thereto or persons exercising delegated power under the Minister’s authority.
- 1.14 “**Authority Requirement**” means any order, direction, directive, request for information, policy, administrative interpretation, guideline or rule of or by any Governmental Authority to the extent that same have the force of law.
- 1.15 “**Base Progress Payments**” means all progress payments to be made in respect of (i) the Phase 1A Work performed on or before the last day of the agreed monthly payment period ending immediately prior to the Interim Reimbursement Payment Date and (ii) the balance of the Work performed on or before the last day of the agreed monthly payment period ending immediately prior to the Final Reimbursement Payment Date; in either case in respect of the Guaranteed Price, but not including any progress payments made in respect of the Additional Owner Payments.
- 1.16 “**Beneficiary**” has the meaning given in Section 32.3(a) of the Project Agreement.
- 1.17 “**Bid Security**” means the bid bond delivered by Project Co, a copy of which is attached hereto as Schedule 15 – Bid Bond.
- 1.18 “**Bonds**” means any one or more of the Performance Bond (which, for greater certainty, includes the Multiple Obligee Rider to Performance Bond) and Labour and Material Payment Bond (which, for greater certainty, includes the Multiple Obligee Rider to Labour and Material Payment Bond) and collectively, means all of them, which Bonds are in the forms attached as Appendices A and B, respectively, to Schedule 13 – Insurance and Performance Security.

- 1.19 “**Building Code**” means the regulations made under Section 34 of the *Building Code Act*, 1992 (Ontario), as amended or replaced from time to time.
- 1.20 “**Building Permit**” means the building permit dated January 29, 2009 issued by the Chief Building Official of the City of Barrie in respect of the RVH Addition as Building Permit Number 08-002881.
- 1.21 “**Business Day**” means any day other than a Saturday, a Sunday, a statutory holiday in the Province of Ontario or any day on which banks are not open for business in the City of Barrie, Ontario.
- 1.22 **[Intentionally Deleted]**.
- 1.23 “**Cash Allowance Disbursement Authorization**” is an authorization to Project Co by Owner to expend monies from cash allowances included in the Guaranteed Price, as contemplated under Section 3.2 of the Project Agreement.
- 1.24 “**Certified Cost to Complete**” means the value of the Work remaining to be performed under the Project Agreement following the last day of the agreed monthly payment period ending immediately prior to the Final Reimbursement Payment Date, as certified to Owner by the Consultant provided that for greater certainty, the Certified Cost to Complete shall not include any amount in respect of Minor Deficiencies (as provided in Sections 16.2(f) and 16.2(h) of the Project Agreement) to the extent that such amount is included in the Owner Holdback.
- 1.25 “**Change Directive**” means a written instruction prepared by the Consultant and signed by Owner directing a Change in the Scope of the Work within the general scope of the Contract Documents.
- 1.26 “**Change in Control**” means, with respect to a person:
- (a) any Change in Ownership, where the effect of such change is to result in control of the decisions made by or on behalf of such person subsequently being with a different entity or entities than prior to such change;
 - (b) any other change in respect of the power to elect a majority of the directors of the person or otherwise control the decisions made on behalf of such person; or
 - (c) any other change of direct or indirect power to direct or cause the direction of the management, actions or policies of such person.
- 1.27 “**Change in Law**” means the coming into effect or repeal (without re-enactment or consolidation) in Ontario of any Applicable Law, or any amendment or variation of any Applicable Law, including any judgment of a relevant court of law which changes binding precedent in Ontario, in each case after the date of the Project Agreement.
- 1.28 “**Change in Ownership**” means, with respect to a person, any change in ownership, whether beneficial or otherwise, of any of the shares or units of ownership of such

person, or in the direct or indirect power to vote or transfer any of the shares or units of ownership of such person.

- 1.29 **“Change in the Scope of the Work” or “Scope Change”** shall mean any change in the scope of the Work from that shown in or which is properly inferable, readily apparent or readily discoverable from the Contract Documents and relating to the quantity or quality of Products or materials, components or equipment to be incorporated into the Work, or any specified method of installation of materials or equipment into the Work, including changes arising from Design Issues falling within categories “B” and “D” in the Risk Assessment Guidelines, but does not include a Project Co Design Contingency expenditure. It is agreed that refinements and detailing will be accomplished from time to time with respect to the Contract Documents, including the addition of items or materials which may have been omitted from the Contract Documents but which are necessary to complete a detail shown, specified or readily apparent or properly inferable therefrom. Such refinements and detailing shall not constitute a Change in the Scope of the Work and will not result in any adjustment of the Guaranteed Price, but will be treated as a Project Co Design Contingency expenditure in accordance with Section 11.17. For greater certainty, it is understood and agreed that where Project Co is entitled to any extension of time or compensation for additional costs or expenses pursuant to the express provisions of the Contract Documents, the matter giving rise to such extension of time or additional costs or expenses shall be deemed to be a Change in the Scope of the Work and shall be processed as a Change Order pursuant to Schedule 11 – Change Procedure.
- 1.30 **“Change Order”** means a written amendment to this Project Agreement prepared in accordance with Schedule 11 – Change Procedure, by the Consultant and signed by the Owner and Project Co stating their agreement upon:
- (a) a Change in the Scope of the Work;
 - (b) the method of adjustment or the amount of the adjustment in the Overhead and Profit Fee, if any;
 - (c) the method of adjustment or the amount of the adjustment in the Guaranteed Price; and
 - (d) the extent of the adjustment in the Contract Time, if any.
- 1.31 **“Commercial Close”** has the meaning given in Section 2.1(a) of the Project Agreement.
- 1.32 **“Commissioning”** shall mean the process of:
- (a) moving a building from a static condition to a dynamic condition;
 - (b) preparing a building, or a system for its intended use; and

- (c) the management of testing, verifying, recording and documenting and the training of the Owner's employees regarding the operation of systems within a building to assure specified operations through the range of operating conditions,

and shall include, for greater certainty but without limitation, the requirement that all active building systems and technologies forming part of the Work perform in accordance with the design intent, manufacturer's performance specifications and the Contract Documents.

- 1.33 **"Commissioning Agent"** shall mean the person or entity chosen by Owner, if any, to assist with Commissioning.
- 1.34 **"Compensation Event"** has the meaning given in Section 23.1 of the Project Agreement.
- 1.35 **"Compensation Payment"** means the Default Termination Payment and the Non Default Termination Sum, as defined in Schedule 12 – Compensation on Termination.
- 1.36 **"Completion of the Phase 1A Work"** means that:
 - (a) Project Co has performed its obligations under Section 16.1 of the Project Agreement;
 - (b) the Phase 1A Work is available for occupancy by Owner in accordance with the standards for occupancy set out in the Building Code and the requirements of local municipal building authorities in the City of Barrie;
 - (c) the Commissioning of the Phase 1A Work has been completed in accordance with the Contract Documents to the extent required to meet the requirements for occupancy of the Phase 1A Work set out in the Building Code and the building services required for Owner to carry out its Commissioning activities with respect to the Phase 1A Work are available in accordance with the Specifications; and
 - (d) all Phase 1A Deliverables other than those included as Phase 1A Minor Deficiencies in accordance with Section 16.1(g) of the Project Agreement have been assigned and provided to Owner.
- 1.37 **"Confidant"** has the meaning given in Section 37.5(a)(i) of the Project Agreement.
- 1.38 **"Confidential Information"** means all confidential and proprietary information which is supplied by or on behalf of a Party, whether before or after the date of the Project Agreement, which is clearly marked as confidential or proprietary when first disclosed, including information disclosed orally if it is identified as confidential at the time of disclosure and further confirmed in writing as confidential within 14 days of disclosure.
- 1.39 **"Construction Contract"** means the guaranteed price construction contract between Project Co and the Contractor dated on or about the date of the Project Agreement in the form set out in Schedule 6 – Form of Construction Contract.

- 1.40 “**Construction Guarantor**” means Vanbots, a division of Carillion Construction Inc.
- 1.41 “**Construction Schedule**” means the detailed computerized schedule prepared by Project Co in accordance with the terms and conditions of the Contract Documents, as updated from time to time in accordance with Section 12.1 of the Project Agreement.
- 1.42 “**Construction Work**” means the construction, supply, installation, testing, Commissioning and completion of the Facility, including, rectification of any Minor Deficiencies, and any other related activities required pursuant to the provisions of the Project Agreement, provided, however, that for the purpose of this defined term, the term “Project Agreement” shall be deemed not to include any of the activities, covenants, terms or conditions contained in the list set out below in numbered items (a) through (q) inclusive (including the actual executed versions of the documents referred to below), and for greater certainty shall not include any covenant, agreement, undertaking or obligation related to the Financing or the Cost of the Financing:
- (a) Recitals
 - (b) Article 2
 - (c) Sections 4.2, 4.3, 4.4, 4.5, 4.6, 4.11 and 4.13
 - (d) Sections 6.3 and 6.4
 - (e) Article 7
 - (f) Section 25.1(a)(iii)
 - (g) Sections 38.3(c) and 38.3(d)
 - (h) Article 41
 - (i) Schedule 3 – Completion Documents
 - (j) Schedule 4 – Project Co Information
 - (k) Schedule 5 – Form of Lender’s Direct Agreement
 - (l) Schedule 8 – Financial Model and Financial Information
 - (m) Schedule 15 – Bid Bond
 - (n) Schedule 18 – Payments and Holdbacks
 - (o) Schedule 22 – Form of Performance Guarantee of Construction Guarantor
 - (p) Schedule 23 – Form of Assignable Subcontract Agreement for Construction Contract

(q) Schedule 24 – Form of Trust Account Acknowledgement Agreement

- 1.43 “**Consultant**” means Salter Pilon Architects, or such other architect or engineer or entity licensed to practice in the Province of Ontario, as may be appointed from time to time by Owner. The term Consultant means the Consultant or the Consultant’s representative.
- 1.44 “**Contamination**” means the presence of any Hazardous Substance in the environment, except Hazardous Substances present in the environment in concentrations below applicable standards as set by Applicable Law. If Contamination is present in soil, surface water or groundwater, then the soil, surface water or groundwater, as applicable, containing the Contamination shall also be deemed for the purposes of the Project Agreement to be Contamination.
- 1.45 “**Contemplated Change Notice**” means a notice from Owner to Project Co describing a contemplated Change in the Scope of the Work.
- 1.46 “**Contract Documents**” means the Project Agreement, the Construction Contract, the Drawings and Specifications, the Addenda, the Site Information and the RVH Policies and Procedures, and the documents, contracts and amendments necessary to give effect to the items listed in Exhibit 1.46 to Schedule 1.
- 1.47 “**Contract Time**” is the time stipulated in Section 11.1(a)(ii) of the Project Agreement from commencement of the Work to the applicable Phased Occupancy Dates, to the Phase 1A Completion Date, to Substantial Completion and to the Final Completion.
- 1.48 “**Contractor**” means Vanbots, a division of Carillion Construction Inc., engaged by Project Co to perform the Work and any substitute building contractor engaged by Project Co as may be permitted by the Project Agreement.
- 1.49 “**Cost of the Financing**” means all costs and expenses incurred in connection with the Financing pursuant to the indicative financing term sheet included in the Proposal Submission and Lending Agreements, including all interest, fees, expense reimbursements, pre-payment and breakage costs and all other costs and expenses, as set out in Schedule 8 – Financial Model and Financial Information.
- 1.50 “**Cost of the Work**” means the cost to Project Co of performing the Work as set out in Schedule 8 – Financial Model and Financial Information and shall include all amounts to be included in the Cost of the Work set out in the Contract Documents, including, for greater certainty, the Project Co Design Contingency and the Project Co Fee.
- 1.51 “**CPI**” means, as at the date of the Project Agreement, CPI XFET and, thereafter, the latest available Consumer Price Index Canada (all items) as published by Statistics Canada from time to time (whether preliminary or final), or failing such publication, such other index as the Parties may agree, or as may be determined in accordance with Schedule 14 - Dispute Resolution Procedure, most closely resembles such index.
- 1.52 “**CPIo**” is the value of CPI at Financial Close, to be determined by reference to the relevant index in the month immediately preceding Financial Close.

- 1.53 “**CPI_y**” is the value of CPI on April 1 of the relevant Contract Year “y”, to be determined by reference to the relevant index in the month of February most recently preceding the indexation date.
- 1.54 “**CPI XFET**” means the Consumer Price Index excluding food, energy and the effect of changes in indirect taxes.
- 1.55 “**CPM**” has the meaning given in Section 12.1(a)(ii) of the Project Agreement.
- 1.56 “**CSA Standard**” means, at the applicable time, the Canadian Standards Association standards.
- 1.57 “**Debt Amount**” has the meaning given in Schedule 12 – Compensation on Termination.
- 1.58 “**Default Interest Rate**” means the default interest rate as stipulated in the Credit Agreement (as defined in the Lending Agreements).
- 1.59 “**Default Termination Payment**” has the meaning given in Schedule 12 - Compensation on Termination.
- 1.60 “**Delay Events**” has the meaning given in Section 22.1(a) of the Project Agreement.
- 1.61 “**Design Issue**” means any matter arising under, with respect to, or in connection with the Contract Documents, and in particular, the Drawings and Specifications, which requires clarification in order to complete the Work.
- 1.62 “**Direct Losses**” means all damages, losses, liabilities, penalties, fines, assessments, claims, actions, costs, expenses (including the reasonable cost of legal or professional services, legal costs being on a full indemnity basis), suits, proceedings, demands and charges, whether arising under statute, contract or at common law, except Indirect Losses.
- 1.63 “**Disclosed Hazardous Substances**” has the meaning given in Section 14.1(c).
- 1.64 “**Disclosing Parties**” has the meaning given in Section 37.2(c) of the Project Agreement.
- 1.65 “**Discriminatory Change in Law**” means any Change in Law the effect of which is to discriminate directly against or impose additional Taxes which apply specifically to:
- (a) hospitals whose construction and financing are procured by a contract similar to the Project Agreement in relation to other similar hospitals;
 - (b) the Facility in relation to other hospitals;
 - (c) Project Co in relation to other persons; or
 - (d) persons undertaking projects for construction and financing that are procured by a contract similar to the Project Agreement in relation to other persons undertaking similar projects procured on a different basis,

except that such Change in Law shall not be a Discriminatory Change in Law:

- (e) where it is in response to any act or omission on the part of Project Co which contravenes Applicable Law (other than an act or omission rendered illegal by virtue of the Discriminatory Change in Law itself);
 - (f) solely on the basis that its effect on Project Co is greater than its effect on other companies; or
 - (g) where such Change in Law is a change in Taxes that affects companies generally.
- 1.66 **“Dispute Resolution Procedure”** means the procedure set out in Schedule 14 – Dispute Resolution Procedure.
- 1.67 **“Drawings”** or **“drawings”** means the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location, and dimensions of the Work, and generally including plans, elevations, sections, details, schedules and diagrams and includes those Drawings listed in Schedule 2 – List of Drawings and Specifications.
- 1.68 **“Emergency”** means any situation, event, occurrence, or multiple occurrences that:
- (a) constitutes or may constitute a hazard to or jeopardizes or may jeopardize the health and/or safety of persons;
 - (b) causes or may cause damage or harm to property, buildings and/or equipment; or
 - (c) materially interferes with or prejudices or may materially interfere with or prejudice the safe construction or operation of the Facility or any part of the Site,
- and which, in the opinion of Owner, requires immediate action to prevent and/or mitigate the occurrence (or risk of the occurrence) of the foregoing.
- 1.69 **“Encumbrance”** means any mortgage, lien, pledge, judgment, execution, charge, security interest, restriction, claim or encumbrance of any nature whatsoever, including claims of the Workplace Safety and Insurance Board, Canada Revenue Agency, and other Governmental Authorities.
- 1.70 **“Environmental Report”** means the following documents:
- (a) Designated Substances Survey dated July 11, 2008 by Trow Associates Inc.
- 1.71 **“Equipment Subcommittee”** has the meaning given in Section 13.6 of the Project Agreement.
- 1.72 **“Existing Facility”** means the existing hospital building of the Hospital within parts of which and adjoining which the Work will occur.

- 1.73 “**Facility**” means:
- (a) all buildings, facilities and other structures;
 - (b) all site services, utilities, roadways and parking spaces required to support such buildings, facilities and structures; and
 - (c) all supporting systems, infrastructure and improvements,
- required by the Contract Documents and whether or not in the course of construction, installation or completion and generally described as The Royal Victoria Hospital of Barrie. This description does not in any manner limit the scope of the Work as set out in the Contract Documents.
- 1.74 “**Final Completion**” shall occur when the Work, except those items arising from the provisions of Article 35, has been deemed to have been completed in accordance with the applicable provisions of the *Construction Lien Act* (Ontario) and is so certified by the Consultant in accordance with the Project Agreement, including satisfying the requirements of Section 4 of Schedule 18.
- 1.75 “**Final Completion Date**” means the date on which Final Completion is achieved as evidenced by the certificate of Final Completion of the Work issued by the Consultant, as such date shall be stated therein.
- 1.76 “**Final Reimbursement Payment Date**” means the 10th Business Day following the later of:
- (a) the date of delivery by the Consultant of a certificate of substantial performance of the Work in accordance with the Construction Lien Act (Ontario) pursuant to Section 16.2(c) of the Project Agreement; and
 - (b) the delivery by the Consultant of its report under Section 16.2(d) of the Project Agreement confirming that Substantial Completion of the Work has been achieved.
- 1.77 “**Financial Close**” means the date of execution and delivery of the Implementing Agreements and the Lending Agreements.
- 1.78 “**Financial Close Target Date**” means February 18, 2009 as such date may be extended in accordance with the provisions of the Project Agreement.
- 1.79 “**Financial Model**” means the Financial Model included in Schedule 8 – Financial Model and Financial Information.
- 1.80 “**Financing**” means the financing with Lender, that is consistent in all material respects with Schedule 8 - Financial Model and Financial Information and the Project Agreement, to finance the Base Progress Payments until the Final Reimbursement Payment Date.

- 1.81 “**Financing Plan**” has the meaning given to it in the Request for Proposals.
- 1.82 “**FIPPA**” means the *Freedom of Information and Protection of Privacy Act* (Ontario).
- 1.83 “**Force Majeure**” has the meaning given in Section 24.1(a) of the Project Agreement.
- 1.84 “**Funding Letter**” means the funding letter from the Authority to Owner dated December 10, 2008 evidencing the commitment of the Authority to fund a portion of Owner’s financial obligations under the Project Agreement and the other Implementing Agreements, as amended, supplemented, restated or replaced from time to time, in accordance with the Project Agreement.
- 1.85 “**Geotechnical Reports**” means Geotechnical Investigation, Proposed Expansions at Royal Victoria Hospital, Barrie, ON, by Terraprobe File No. 3-06-2174 updated 12 February 2008.
- 1.86 “**Good Industry Practice**” means using standards, practices, methods and procedures to a good commercial standard, in conformity with Applicable Law and having regard to the standard of care set out in Section 11.2(a)(viii) of the Project Agreement.
- 1.87 “**Governmental Authority**” means the Authority, and any other federal, provincial, territorial, regional, municipal or local governmental authority, quasi-governmental authority, court, government or self-regulatory organization, commission, board, tribunal, organization, or any regulatory, administrative or other agency, or any political or other subdivision, department, or branch of any of the foregoing, having legal jurisdiction in any way over the Project, any aspect of the performance of the Project Agreement or any of the Implementing Agreements in each case to the extent it has or performs legislative, judicial, regulatory, administrative or other functions within its jurisdiction.
- 1.88 “**GST**” means the tax payable and imposed pursuant to Part IX of the *Excise Tax Act* (Canada), and any successor legislation thereto.
- 1.89 “**Guaranteed Price**” is the amount referred to in Section 3.1(a) of the Project Agreement.
- 1.90 “**Guarantee of Construction Guarantor**” means a guarantee given by Construction Guarantor in the form of Schedule 22.
- 1.91 “**Hazardous Substances**” means any contaminant, pollutant, dangerous substance, toxic substance, liquid waste, industrial waste, gaseous waste, hauled liquid waste, hazardous material, or hazardous substance as defined or identified pursuant to any Applicable Law.
- 1.92 “**Health Specific Change in Law**” means any Change in Law which principally affects or principally relates only to the provision or operation of healthcare premises.
- 1.93 “**Heritage Guidelines and Protocols**” means the Government of Ontario’s Best Practice Guidelines for the Treatment of Human Skeletal Remains Discovered Outside a Licensed

Cemetery and the Cultural Heritage Protocol Agreement between the Ministry of Government Services and the Ministry of Culture and Communications.

- 1.94 “**Hospital**” means the existing hospital associated with the Project.
- 1.95 “**Implementing Agreements**” means the Construction Contract, the Performance Guarantee of Construction Guarantor, the Lender’s Direct Agreement and all other documents and agreements delivered by the Parties at Financial Close under Section 2.3, excluding the Project Agreement, and the Lending Agreements.
- 1.96 “**Indemnifier**” has the meaning given in Section 32.3(a) of the Project Agreement.
- 1.97 “**Indirect Losses**” has the meaning given in Section 34.1(a) of the Project Agreement.
- 1.98 “**Infrastructure Ontario**” means the Ontario Infrastructure Projects Corporation.
- 1.99 “**Insurance**” means the insurance contemplated in Schedule 13 – Insurance and Performance Security.
- 1.100 “**Insurance and Bonding Trust Agreement**” means the agreement substantially in the form of Schedule 17 – Form of Insurance and Bonding Trust Agreement.
- 1.101 “**Interest Rate**” means [REDACTED] as adjusted by the increase or decrease in the Interest Reference Rate as set out in Section 3.1(b) of the Project Agreement.
- 1.102 “**Interest Reference Rate**” means the reference benchmark rate of interest identified in the Financial Model and used in the calculation of the Project Debt Interest Cost, and for greater clarity, is the base rate of interest exclusive of any stated or imbedded spread, (including credit, swap or other types of spread) or fees.
- 1.103 “**Interim Reimbursement Payment Amount**” means the amount determined by subtracting from the amount represented by [REDACTED]% of the Adjusted Guaranteed Price the following amounts (without duplication):
- (a) Base Progress Payments, if any, paid, payable, or which will become payable by Owner in respect of Phase 1A Work performed in accordance with the terms of the Project Agreement up to the end of the last day of the agreed monthly payment period ending immediately prior to the Interim Reimbursement Payment Date;
 - (b) the Owner Holdback up to the end of the last day of the agreed monthly payment period ending immediately prior to the Interim Reimbursement Payment Date;
 - (c) the amount, if any, Owner is entitled to withhold in accordance with Section 6.1 of Schedule 18 – Payments and Holdbacks of the Project Agreement; and

- (d) any holdback in excess of the Legislative Holdback then required to be maintained by Owner pursuant to Applicable Law as at the Interim Reimbursement Payment Date.
- 1.104 “**Interim Reimbursement Payment Date**” means the 10th Business Day following the date of delivery by the Consultant of its report under Section 16.1(c) of the Project Agreement confirming Completion of the Phase 1A Work.
- 1.105 “**IPFP Framework**” has the meaning given in Recital D of the Project Agreement.
- 1.106 “**Key Personnel**” means the key personnel identified in Schedule 7 – Key Personnel.
- 1.107 “**Labour and Material Payment Bond**” means, collectively, the Labour and Material Payment Bond and the Multiple Obligee Rider to Labour and Material Payment Bond in the form attached hereto as Appendix B to Schedule 13 – Insurance and Performance Security.
- 1.108 “**Legislative Holdback**” means the holdback to be maintained under Part IV of the *Construction Lien Act* (Ontario).
- 1.109 “**Lender**” means any or all of the persons who provide the Financing.
- 1.110 “**Lender Condition**” has the meaning given in Section 2.4(b) of the Project Agreement.
- 1.111 “**Lender’s Consultant**” means any consultant appointed from time to time by Lender providing Financing for the Work. Nothing contained in the Contract Documents and no action taken by Lender’s Consultant in connection with the Work or the Contract Documents shall constitute direction and/or control by Owner, Project Co or Lender providing Financing for the Work.
- 1.112 “**Lender’s Direct Agreement**” means the direct agreement to be entered into between Owner, Lender and Project Co in the form set out in Schedule 5 – Lender’s Direct Agreement.
- 1.113 “**Lending Agreements**” has the meaning given in Schedule 5 – Lender’s Direct Agreement.
- 1.114 “**Local Health Integration Network**” means the Local Health Integration Network as defined pursuant to the *Local Health System Integration Act* (Ontario).
- 1.115 “**Longstop Date**” has the meaning given in Section 25.1(a)(ii) of the Project Agreement.
- 1.116 “**Make Good**”, “**Made Good**” and derivatives thereof, means repairing, restoring, refurbishing, rehabilitating or performing filling operation on the Work as required under the Contract Documents or any existing components disturbed due to the Work, to at least the condition existing at the commencement of the Work, in terms of construction integrity, finishes, alignment with existing adjoining surfaces, compatibility of materials,

sound attenuation criteria, exfiltration/infiltration requirements, air/vapour barrier and thermal continuity.

- 1.117 “**MEI**” means Her Majesty the Queen in Right of Ontario as represented by the Minister of Energy and Infrastructure, and includes any successors thereto or persons exercising delegated power under the Minister’s authority.
- 1.118 “**Minor Deficiencies**” means any defects, deficiencies and items of outstanding Work (including in relation to seasonal work), which would not materially impair Owner’s use and enjoyment of the Work and includes any damage to the Work of Owner’s own forces or the work of Owner’s other contractors caused by Project Co.
- 1.119 “**Minor Deficiencies List**” has the meaning given in Section 16.2(b) of the Project Agreement.
- 1.120 “**Multiple Obligee Rider to Labour and Material Payment Bond**” means the Multiple Obligee Rider amending the Labour and Material Payment Bond to add Owner and Lender as additional named Obligees, in the form attached hereto as Exhibit 1 to Appendix B of Schedule 13 – Insurance and Performance Security.
- 1.121 “**Multiple Obligee Rider to Performance Bond**” means the Multiple Obligee Rider amending the Performance Bond to add Owner and Lender as additional named Obligees, in the form attached hereto as Exhibit 1 to Appendix A of Schedule 13 – Insurance and Performance Security.
- 1.122 “**Non-Default Termination Sum**” has the meaning given in Schedule 12 – Compensation on Termination.
- 1.123 “**Notice**” has the meaning given in Section 41.1(a) of the Project Agreement.
- 1.124 “**OHSA**” means the *Occupational Health and Safety Act* (Ontario).
- 1.125 “**Overhead and Profit Fee**” means the amount stipulated in Schedule 11 – Change Procedure, which excludes Value Added Tax.
- 1.126 “**Owner**” means The Royal Victoria Hospital of Barrie.
- 1.127 “**Owner Conditions**” has the meaning given in Section 2.5 of the Project Agreement.
- 1.128 “**Owner Event of Default**” has the meaning given in Section 26.1(a) of the Project Agreement.
- 1.129 “**Owner Final Reimbursement Payment**” means the amount determined by subtracting from the amount of the Guaranteed Price, as adjusted in accordance with the terms of the Project Agreement as at the end of the last day of the agreed monthly payment period ending immediately prior to the Final Reimbursement Payment Date, the following amounts (without duplication):

- (a) Base Progress Payments, if any, paid, payable, or which will become payable by Owner in respect of Work performed in accordance with the terms of the Project Agreement up to the end of the last day of the agreed monthly payment period ending immediately prior to the Final Reimbursement Payment Date;
 - (b) all Additional Owner Payments (including any payments pursuant to Section 8.5 of Schedule 5 – Form of Lender’s Direct Agreement) paid, payable, or which will become payable by Owner in respect of Work performed in accordance with the Project Agreement on or before the last day of the agreed monthly payment period ending immediately prior to the Final Reimbursement Payment Date;
 - (c) any Interim Reimbursement Payment Amount paid or payable by Owner;
 - (d) the Certified Cost to Complete;
 - (e) the Owner Holdback as at the Final Reimbursement Payment Date; and
 - (f) any Legislative Holdback then required to be maintained by Owner as at the Final Reimbursement Payment Date.
- 1.130 **“Owner Holdback”** means any amount which Owner may withhold from payment under Sections 16.1(f) and 16.2(h) of the Project Agreement, provided for greater certainty, that where this Project Agreement provides for a deduction in respect of any Owner Holdback, such deduction shall apply to any payments to be made by Owner hereunder (whether to Project Co or the Agent), notwithstanding that the Project Agreement expressly provides for deductions from payments to be made to Project Co.
- 1.131 **“Owner Indemnified Hazardous Substances Claims”** has the meaning given in Section 32.2(a)(iv) of the Project Agreement.
- 1.132 **“Owner Indemnified Parties”** has the meaning given in Section 32.1(a) of the Project Agreement.
- 1.133 **“Owner Party”** means any of Owner’s agents, contractors and subcontractors of any tier and its or their directors, officers and employees, and other persons engaged in respect of the Work, including the Owner’s Project Manager, the Consultant and Cancer Care Ontario, but excluding Project Co and any Project Co Party, and the term **“Owner Parties”** shall be construed accordingly.
- 1.134 **“Owner Permits, Licences and Approvals”** means:
- (a) the Building Permit;
 - (b) any permanent easements;
 - (c) any rights of servitude, pertaining to the Project;
 - (d) Site Plan Control Agreement;

- (e) Canadian Nuclear Safety Commission Approval to Construct;
 - (f) Healing Arts Radiation Protection Act (if required);
 - (g) Ministry of Environment Approval (if required); and
 - (h) Federal Environmental Approval (if required).
- 1.135 “**Owner’s Project Manager**” means the individual appointed by Owner to assist Owner in the implementation of the Project.
- 1.136 “**Owner Taxes**” means taxes or payments in lieu of taxes imposed on Owner, based on or measured by income or profit of Owner or capital taxes based on or measured by the capital of Owner and Value Added Tax and property taxes for which Owner is responsible pursuant to the provisions of the Project Agreement.
- 1.137 “**Party**” means either Owner or Project Co, and “**Parties**” means both Owner and Project Co, but, for greater certainty, such definitions do not include Infrastructure Ontario or the Province, including Her Majesty the Queen in Right of the Province of Ontario, as represented by either the Minister of Health and Long-Term Care or the Minister of Public Infrastructure Renewal or otherwise.
- 1.138 “**Patient Information**” means Personal Information of patients and clients of Owner and other users of the Facility.
- 1.139 “**Performance Bond**” means, collectively, the Performance Bond and the Multiple Obligee Rider to Performance Bond in the form attached hereto as Appendix A to Schedule 13 – Insurance and Performance Security.
- 1.140 “**Permits, Licences and Approvals**” means the Owner Permits, Licences and Approvals and the Project Co Permits, Licences and Approvals.
- 1.141 “**person**” means any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.
- 1.142 “**Personal Information**” means all personal information (as the term “personal information” is defined in the *Personal Information and Electronic Documents Act* (Canada) in the custody or control of Project Co or the Project Co Parties, other than personal information of employees of Project Co or the Project Co Parties that is wholly unrelated to the Work and not derived directly or indirectly from Owner or any Owner Party in respect of the Project.
- 1.143 “**Phase 1A Completion Date**” means the date on which Completion of the Phase 1A Work is achieved as evidenced by the certificate of Completion of the Phase 1A Work issued by the Consultant, as such date shall be stated therein.

- 1.144 “**Phase 1A Deliverables**” has the meaning given in Section 16.1(g) of the Project Agreement.
- 1.145 “**Phase 1A Minor Deficiencies**” means any defects, deficiencies and items of outstanding Phase 1A Work (including in relation to seasonal work), which would not materially impair Owner’s use and enjoyment of the Phase 1A Work and includes any damage to the Phase 1A Work of Owner’s own forces or the work of Owner’s other contractors caused by Project Co.
- 1.146 “**Phase 1A Minor Deficiencies List**” means the list of Minor Deficiencies prepared by the Consultant in accordance with Section 16.1(b) of the Project Agreement
- 1.147 “**Phase 1A Preliminary Minor Deficiencies List**” means the list of Minor Deficiencies identified by Project Co in accordance with Section 16.1(a) of the Project Agreement.
- 1.148 “**Phase 1A Work**” means the construction, installation, testing, Commissioning and completion of the Phase 1A work as described in Specifications Section 01 15 00, including rectification of any Phase 1A Minor Deficiencies, and any other activities required pursuant to the provisions of the Project Agreement and, for greater certainty, does not include the Financing.
- 1.149 “**Phased Occupancy Date**” means the date, if any, when a Phase of the Work intended to be occupied by Owner as set out in the Contract Documents prior to Substantial Completion of the Work or as established by Project Co and Owner under Section 12.1(a)(i), meets the requirements of Section 11.12(c).
- 1.150 “**Phases**” means the phases of the Work described in the Contract Documents, including Division 01 and “**Phase**” means any of the Phases.
- 1.151 “**Pre-Existing Environmental Site Conditions**” means the environmental condition of the Site as set out in the Environmental Report.
- 1.152 “**Product**” or “**Products**” means material, machinery, equipment and fixtures forming the Work but does not include machinery and equipment used to prepare, fabricate, convey or erect the Work, which is referred to as construction machinery and equipment.
- 1.153 “**Prohibited Act**” has the meaning given in Section 40.1(a) of the Project Agreement.
- 1.154 “**Project**” means the construction and financing of the Facility.
- 1.155 “**Project Agreement**” means this Project Agreement and all schedules hereto, as the same may be amended, modified, restated, supplemented or replaced from time to time and for greater certainty, includes the Addenda but does not include the Proposal Submission or any of the responses to requests for information submitted by Project Co pursuant to the Request for Proposals, all of which are superseded by this Project Agreement and the Addenda.
- 1.156 “**Project Co**” means Vanmed Construction Corporation.

- 1.157 **“Project Co Conditions”** has the meaning given in Section 2.6 of the Project Agreement.
- 1.158 **“Project Co Construction Event of Default”** means a Project Co Event of Default relating to a failure or breach by Project Co to perform, observe or comply with any covenants, agreements, obligations or liabilities with respect to the Construction Work, excluding a default under Section 25.1(a)(xiii) of the Project Agreement relating to a default by the Construction Guarantor under the guarantee of the Construction Guarantor, the form of which is attached to this Project Agreement as Schedule 22.
- 1.159 **“Project Co Delay”** means any delay in achieving Substantial Completion of the Work or Final Completion by the prescribed dates set out in Section 11.1(a)(ii) of the Project Agreement, other than as expressly permitted under Article 22 of the Project Agreement.
- 1.160 **“Project Co Design Contingency”** or **“PDC”** is the portion of the Guaranteed Price which comprises all the costs (including the Project Co Fee) to implement an acceptable resolution to any and all Design Issues that are properly characterized as Project Co Design Issues.
- 1.161 **“Project Co Design Issue”** has the meaning given in Section 11.17(b) of the Project Agreement.
- 1.162 **“Project Co Event of Default”** has the meaning given in Section 25.1(a) of the Project Agreement.
- 1.163 **“Project Co Fee”** means a fixed fee payable to Project Co included in the Cost of the Work.
- 1.164 **“Project Co Hazardous Substances”** has the meaning given in Section 14.1(d)(i) of the Project Agreement.
- 1.165 **“Project Co Indemnified Hazardous Substances Claims”** has the meaning given in Section 32.1(a)(viii) of the Project Agreement.
- 1.166 **“Project Co Indemnified Parties”** has the meaning given in Section 32.2(a) of the Project Agreement.
- 1.167 **“Project Co Party”** means:
- (a) the Contractor;
 - (b) Construction Guarantor;
 - (c) any person engaged by Project Co and/or the Contractor, from time to time, as may be permitted by the Project Agreement to procure or manage the provision of the Work (or any part thereof); and
 - (d) in respect of each of the above, their Subcontractors or Suppliers of any tier, agents, employees, officers and directors,

and “**Project Co Parties**” shall be construed accordingly.

- 1.168 “**Project Co Permits, Licences and Approvals**” means all permissions, consents, approvals, certificates, permits, licences, statutory agreements and authorizations to be obtained by Project Co in accordance with the Project Agreement and as required by Applicable Law, other than the Owner Permits, Licenses and Approvals.
- 1.169 “**Project Co’s Preliminary Minor Deficiencies List**” has the meaning given in Section 16.2(a) of the Project Agreement.
- 1.170 “**Project Debt**” means the principal amount issued and secured by the Lending Agreements.
- 1.171 “**Project Debt Interest Cost**” means the budgeted amount of aggregate interest charges in respect of the Project Debt used to calculate the Cost of the Financing portion of the Guaranteed Price.
- 1.172 “**Project Documents**” means the Implementing Agreements and the Lending Agreements.
- 1.173 “**Project Deliverables**” has the meaning given in Section 16.2(i) of the Project Agreement.
- 1.174 “**Proposal Submission**” means the proposal submitted by Project Co in accordance with the Request for Proposals.
- 1.175 “**Proprietor**” has the meaning given in Section 37.5(a) of the Project Agreement.
- 1.176 “**Provide**” means to supply, install and put into service.
- 1.177 “**Province**” means Her Majesty the Queen in Right of Ontario.
- 1.178 “**Provincial Sales Tax**” means the tax imposed under the *Retail Sales Tax Act* (Ontario).
- 1.179 “**Record Documents**” means a collection of construction documents, including Shop Drawings, Product data sheets, reports, operation and maintenance information, as well as a revised set of the Contract Documents, recording the actual placement, configuration and nature of the various Products used in the construction of the Work and shall include record drawings prepared pursuant to Section 11.11(h). Record Documents shall include, where available, the Environmental Report, pre-start health and safety review reports, and shall include in an electronic format system acceptable to the Consultant, As-Built Drawings on diskette or recordable CD, maintenance and operating instructions manual, 6 sets of prints of record drawings and miscellaneous closeout submittals required by the Contract Documents.
- 1.180 “**Recovery Amount**” has the meaning given in Section 32.3(g) of the Project Agreement.

- 1.181 “**Reimbursement Event**” has the meaning given in Section 19.5 of the Project Agreement.
- 1.182 “**Release**” has the meaning given in Section 14.1(c) of the Project Agreement.
- 1.183 “**Relevant Change in Law**” means any Change in Law that:
- (a) requires Project Co to perform any work of alteration, addition, demolition, extension or variation in the quality or function of the Facility which Project Co would not otherwise be required to perform in order to comply with its obligations under the Project Agreement; and
 - (b) was not reasonably foreseeable at the date of the Project Agreement by an experienced contractor carrying out and performing activities similar to those to be carried out and/or performed by any Project Co Party in relation to the Project,
- and includes a Discriminatory Change in Law and a Health Specific Change in Law.
- 1.184 “**Request for Proposals**” or “**RFP**” means the request for proposals issued for the delivery by Infrastructure Ontario and Owner for the delivery of the Project dated June 16, 2008.
- 1.185 “**Restricted Person**” means any person who, or any member of a group of persons acting together, any one of which:
- (a) has, directly or indirectly, its principal or controlling office in a country that is subject to any economic or political sanctions imposed by Canada for reasons other than its trade or economic policies;
 - (b) has as its primary business the illegal manufacture, sale, distribution or promotion of narcotics substances or arms, or is or has been involved in terrorism;
 - (c) in the case of an individual, he or she (or in the case of a legal entity, any of the members of its board of directors or its senior executive managers) has been sentenced to imprisonment or otherwise given a custodial sentence, other than a suspended sentence, for any criminal offence, other than minor traffic offences, less than five years prior to the date at which the consideration of whether such individual is a “Restricted Person” is made hereunder;
 - (d) has as its primary business the acquisition of distressed assets or investments in companies or organizations which are or are believed to be insolvent or in a financial standstill situation or potentially insolvent;
 - (e) is subject to a material claim of Owner or the Province under any proceedings (including regulatory proceedings) which have been concluded or are pending at the time at which the consideration of whether such person is a “Restricted Person” is made hereunder, and which (in respect of any such pending claim, if it were to be successful) would, in Owner’s view, in either case, be reasonably

likely materially to affect the ability of Project Co to perform its obligations under the Project Agreement; or

- (f) has a material interest in the production of tobacco products.
- 1.186 “**Risk Assessment Guidelines**” means the Risk Assessment Guidelines for the Project set out in Schedule 16 – Risk Assessment Guidelines.
- 1.187 “**RST**” means the tax payable and imposed pursuant to the *Retail Sales Tax Act* (Ontario), and any successor legislation thereto.
- 1.188 “**Schedule**” means a schedule to the Project Agreement.
- 1.189 [REDACTED]
- 1.190 “**Scheduled Final Completion Date**” means April 28, 2013, as such date may be extended pursuant to Article 22 of the Project Agreement.
- 1.191 “**Scheduled Phase 1A Completion Date**” means October 4, 2011, as such date may be extended pursuant to Article 22 of the Project Agreement.
- 1.192 “**Scheduled Substantial Completion Date**” means February 27, 2013, as such date may be extended pursuant to Article 22 of the Project Agreement.
- 1.193 “**Security**” means the Bonds and the Insurance.
- 1.194 “**Shareholder(s)**” means a Party listed in Schedule 4 - Project Co Information, as amended from time to time in accordance with the Project Agreement.
- 1.195 “**Shop Drawings**” or “**shop drawings**” means drawings, diagrams, illustrations, schedules, performance charts, brochures, samples, Product data, and other data which Project Co provides to illustrate details of a portion of the Work.
- 1.196 “**Shop Drawing Schedule**” means the schedule for the submission of shop drawings described in Section 11.11(c).
- 1.197 “**Site**” means the land of the Owner located in the City of Barrie, Ontario and described on Schedule 25.
- 1.198 “**Site Background Reports**” means the Environmental Report and the Geotechnical Reports.
- 1.199 “**Site Conditions**” means the condition of the Site, including the physical, geophysical, climatic, ecological, environmental, geotechnical and archaeological conditions.
- 1.200 “**Site Information**” means:
- (a) the Site Background Reports;

- (b) other information respecting the Site in the Contract Documents, including infrastructure drawings and other reports, information or plans; and
 - (c) information that would have been properly inferable, readily apparent or readily discoverable to Project Co from its inspections of the Site carried out by Project Co or by any Project Co Party during the Request for Proposals process prior to the Submission Date.
- 1.201 **“Sole Discretion”** has the meaning given in Section 1.1(e) of the Project Agreement.
- 1.202 **“Specifications”** means that portion of the Contract Documents, wherever located and whenever issued, consisting of written requirements and standards for Products, systems, workmanship and the services necessary for the performance of the Work and includes those Specifications listed in Schedule 2 – List of Drawings and Specifications.
- 1.203 **“Subcontractor”** means a person or entity having a direct contract with Project Co to perform all or a part or parts of the Work, or to supply Products worked to a special design for the Work or who supplies work, services or labour in any respect of the Work.
- 1.204 **“Sub-Subcontractor”** means a person or entity at any tier of the contracting chain beneath a Subcontractor or Supplier, who performs a part or parts of the Work, or supplies Products worked to a special design for the Work or who supplies work, services, materials, equipment or labour in any respect of the Work or who supplies Products not worked to a special design for the Work.
- 1.205 **“Subcontracts”** means the contracts entered into by or between Project Co and any Project Co Party at any tier, including the Contractor and any other Subcontractor at any tier in relation to any aspect of the Work.
- 1.206 **“Subguard Policy”** has the meaning given in Section 1.1.2.8 of Schedule 13 – Insurance and Performance Security.
- 1.207 **“Submission Date”** means October 30, 2008.
- 1.208 **“Substantial Completion of the Work”** or **“Substantial Completion”** means:
- (a) Project Co has performed its obligations under Article 16 of the Project Agreement;
 - (b) the Work is available for occupancy by Owner in accordance with the standards for occupancy set out in the Building Code and the requirements of local municipal building authorities in the City of Barrie;
 - (c) the Commissioning of the Work has been completed in accordance with the Contract Documents to the extent required to meet the requirements for occupancy of the Work set out in the Building Code and the building services required for Owner to carry out its Commissioning activities are available in accordance with the Specifications; and

- (d) all Project Deliverables, other than those included as Minor Deficiencies in accordance with Section 16.2(h), have been assigned and provided to Owner.
- 1.209 “**Substantial Completion Date**” means the date on which Substantial Completion is achieved as evidenced by the certificate of Substantial Completion issued by the Consultant, as such date shall be stated therein.
- 1.210 “**Substantial Completion Holdback**” means the holdback pursuant to Section 3 of Schedule 18 of the Project Agreement.
- 1.211 “**Substantial Completion Holdback Payment Date**” means the date for payment of the Substantial Completion Holdback pursuant to Schedule 18 of the Project Agreement.
- 1.212 “**Supplemental Instruction**” means an instruction, including a field or site instruction, issued for recording any clarifications or interpretation of the Contract Documents or giving direction on field conditions and not involving adjustment in the Guaranteed Price or Contract Time, in the form of Specifications, Drawings, schedules, samples, models, or written instructions, consistent with the intent of the Contract Documents. A Supplemental Instruction is to be issued by the Consultant to supplement the Contract Documents as required for the performance of the Work.
- 1.213 “**Supplier**” means a person who supplies to Project Co, or to any Subcontractor, any equipment, materials, supplies or services as part of, or for, the Work.
- 1.214 “**Surety**” means the person issuing the Bonds.
- 1.215 “**Taxes**” means any and all taxes, levies, imposts, duties, fees, withholdings, assessments, deductions or charges whatsoever, imposed, assessed, levied or collected by any Governmental Authority, together with interest thereon and penalties with respect thereto, and includes all RST and Value Added Tax, except where stated to the contrary, provided however that “Taxes” shall not include the Owner Taxes.
- 1.216 “**Trust Account**” means the trust account established by Owner and Project Co and in respect of which Owner, Project Co and the financial institution in which such account is established and maintained shall enter into the Trust Account Acknowledgement Agreement.
- 1.217 “**Trust Account Acknowledgement Agreement**” means the agreement substantially in the form of the agreement attached as Schedule 24 to the Project Agreement.
- 1.218 “**Undisclosed Hazardous Substances**” has the meaning given in Section 14.1(e) of the Project Agreement.
- 1.219 “**Utilities**” means energy/power supplies and waste recovery, including electricity, natural gas/fuel oil, water, sanitary waste, storm water, and bulk medical gas compounds.
- 1.220 “**Value Added Tax**” means the tax payable under Part IX of the *Excise Tax Act* (Canada).

- 1.221 “**Work**” means the construction, installation, testing, Commissioning and completion of the Facility, including rectification of any Minor Deficiencies, and any other activities required pursuant to the provisions of the Project Agreement and, includes, for greater certainty, but without limitation, the Phase 1A Work. For greater certainty, Work does not include the Financing.
- 1.222 “**Work Committee**” has the meaning given in Section 13.1(a) of the Project Agreement.
2. **Interpretation.** Unless otherwise expressly provided in the Contract Documents, the Contract Documents shall be interpreted according to the following provisions, unless the context requires a different meaning:
- 2.1 The tables of contents, headings, marginal notes and references to them in the Contract Documents are for convenience of reference only, shall not constitute a part of the Contract Documents, and shall not be taken into consideration in the interpretation of, or affect the meaning of, the Contract Documents.
- 2.2 Except where the context requires otherwise (irrespective of whether some, but not all, references in a Schedule specifically refer to that Schedule or to other portions of the Project Agreement) references to specific Sections, Clauses, Paragraphs, Subparagraphs, Schedules, and other divisions of the Project Agreement are references to such Sections, Clauses, Paragraphs, or Subparagraphs of, Schedules to, or divisions of the Project Agreement and the terms “Section” and “Clause” are used interchangeably and are synonymous.
- 2.3 Except where the context requires otherwise, references to specific Sections, Clauses, Paragraphs, Subparagraphs, Schedules, and other divisions of the Project Agreement followed by a number are references to the whole of the Section, Clause, Paragraph, Subparagraphs, Schedule or other division of the Project Agreement as applicable, bearing that number, including all subsidiary provisions containing that same number as a prefix.
- 2.4 The Schedules to the Project Agreement are an integral part of the Project Agreement and a reference to the Project Agreement includes a reference to the Schedules.
- 2.5 All references in the Project Agreement to a Schedule shall be to a Schedule of the Project Agreement.
- 2.6 All capitalized terms used in a Schedule shall have the meanings given to such terms in Schedule 1, unless stated otherwise in a particular Schedule in which case such definition shall have the meaning given to it in that Schedule solely for the purposes of that Schedule.
- 2.7 Words importing persons or parties are to be broadly interpreted and include an individual, corporation, firm, partnership, joint venture, trust, unincorporated organization, Governmental Authority, unincorporated body of persons or association and any other entity having legal capacity, and the heirs, beneficiaries, executors, administrators or other legal representatives of a person in such capacity.

- 2.8 Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine, feminine and neuter genders include all other genders.
- 2.9 Unless otherwise provided in the Project Agreement, all accounting and financial terms used in the Project Agreement shall be interpreted and applied in accordance with Canadian GAAP.
- 2.10 References to any standard, principle, agreement (including this Project Agreement) or document include (subject to all relevant approvals and any other provisions of the Project Agreement concerning amendments) a reference to that standard, principle, agreement or document as amended, supplemented, restated, substituted, replaced, novated or assigned.
- 2.11 References to any Applicable Law, including any statutes or other Applicable Law specifically referred to herein, whether or not amendments or successors to such Applicable Law are referred to herein, are to be construed as references to that Applicable Law as from time to time amended or to any Applicable Law covering the same or similar subject matter from time to time replacing, extending, consolidating or amending the same.
- 2.12 References to a statute shall include all regulations, by-laws, ordinances and orders made under or pursuant to the statute.
- 2.13 References to persons shall include their successors and assigns. References to a public organization shall include its successors and assigns, and if a public organization ceases to exist or ceases to perform its functions without a successor or assign, references to such public organization shall be deemed to include a reference to any public organization or any organization or entity which has taken over either or both the functions and responsibilities of such public organization.
- 2.14 A reference in the Project Agreement or in any Project Document to any right, power, obligation or responsibility of any Governmental Authority shall be deemed to be a reference to the Governmental Authority that, pursuant to Applicable Laws, has such right, power, obligation or responsibility at the relevant time.
- 2.15 The words in the Project Agreement and in any Implementing Agreements shall bear their natural meaning. Words and abbreviations which have well known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.
- 2.16 Each Party's respective obligations shall be construed as separate obligations owed to the other Party or Parties, as the case may be.
- 2.17 References containing terms such as:

- (a) **“hereof”, “herein”, “hereto”, “hereinafter”**, and other terms of like import are not limited in applicability to the specific provision within which such references are set forth but instead refer to the Project Agreement taken as a whole;
 - (b) **“includes”** and **“including”**, whether or not used with the words **“without limitation”** or **“but not limited to”**, shall not be deemed limited by the specific enumeration of items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean **“includes without limitation”** and **“including without limitation”**; and
 - (c) **“accepted”, “reviewed”, “designated”, “directed”, “inspected”, “instructed”, “permitted”, “required”** and **“selected”** when used in a Contract Document are deemed to be followed by the words **“by the Consultant”** unless the context provides otherwise; the words **“acceptable”, “submit”** and **“satisfactory”** when used in a Contract Document are deemed to be followed by the words **“to the Consultant”** unless the context provides otherwise.
- 2.18 In construing the Project Agreement, the rule known as the *ejusdem generis* rule shall not apply nor shall any similar rule or approach apply to the construction of the Project Agreement and, accordingly, general words introduced or followed by the word “other” or “including” or “in particular” shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.
- 2.19 Where the Project Agreement or any Implementing Agreement states that an obligation shall be performed “no later than” or “within” or “by” a stipulated date or event which is a prescribed number of days after a stipulated date or event, the latest time for performance shall be 5:00 p.m. on the last day for performance of the obligation concerned, or, if that day is not a Business Day, 5:00 p.m. on the next Business Day.
- 2.20 Where the Project Agreement or any Implementing Agreement states that an obligation shall be performed “no later than” or “by” a prescribed number of days before a stipulated date or event or “by” a date which is a prescribed number of days before a stipulated date or event, the latest time for performance shall be 5:00 p.m. on the last day for performance of the obligation concerned, or if that day is not a Business Day, 5:00 p.m. on the next Business Day.
- 2.21 Where the Project Agreement states that an obligation shall be performed “on” a stipulated date, the latest time for performance shall be 5:00 p.m. on that day, or, if that day is not a Business Day, 5:00 p.m. on the next Business Day.
- 2.22 Any reference to time of day or date means the local time or date in Barrie, Ontario. Any reference to a stipulated “day” which is not specifically referred to as a “Business Day” shall be deemed to be a calendar day.
- 2.23 Unless otherwise indicated, time periods will be strictly construed and time is of the essence of this Project Agreement.

- 2.24 Whenever the terms “**will**” or “**shall**” are used in the Project Agreement in relation to Project Co or Owner, they shall be construed and interpreted as synonymous and to read “**Project Co shall**” or “**Owner shall**” as the case may be.
- 2.25 Any reference to currency is to Canadian currency and any amount advanced, paid or calculated is to be advanced, paid or calculated in Canadian currency.
- 2.26 Unless otherwise identified in the Project Agreement, all units of measurement in any documents submitted by Project Co to Owner shall be in accordance with the SI system of units.
- 2.27 Terms not defined herein and used in the Project Agreement or any Implementing Agreements which have a technical meaning commonly understood by the health care sector or construction industry in Ontario will be construed as having that meaning unless the context otherwise requires.
- 2.28 Save where expressly stated otherwise, references to amounts or sums expressed to be “indexed” or “index linked” are references to amounts or sums which require adjustment to reflect the effects of inflation. Such adjustment shall be calculated in accordance with the following formula:

$$\text{Adjusted amount or sum} = \text{Amount or Sum} \times \frac{\text{CPI}_y}{\text{CPI}_o}$$

- 2.29 Wherever in this Project Agreement Project Co covenants, agrees or undertakes:
- (a) to do any act, matter or thing, that shall be deemed to mean that Project Co will do or cause to be done such act, matter or thing itself or by a Project Co Party; and
 - (b) not to do any act, matter or thing, that shall be deemed to mean that Project Co will not, and will cause each Project Co Party not to do such act, matter or thing.
- 2.30 [REDACTED]**

EXHIBIT 1.46 TO SCHEDULE 1

[REDACTED]

SCHEDULE 2
LIST OF DRAWINGS AND SPECIFICATIONS

DRAWINGS ISSUED AS PER REQUEST FOR PROPOSALS JUNE 16, 2008:

SPECIFICATIONS ISSUED AS PER REQUEST FOR PROPOSALS JUNE 16, 2008:

NB: Revisions from the previous version of this document are indicated by *SMALL CAPS FONT or by double ~~strikethrough~~.



Royal Victoria Hospital

Project Manual
ROYAL VICTORIA HOSPITAL
Phase One Redevelopment Project
201 Georgian Drive
Barrie, Ontario

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00 01 05	Professional Certifications	June 16, 2008	A	01
00 01 10 (R0)	Table of Contents	June 16, 2008	A	09
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00 30 00 (R0)	Available Information	June 16, 2008	A	01
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	Risk Assessment for Hospital Construction and Renovation – Appendix 1 (9.2.1)			03
	Preventative Measure I – Recommendation for Hospital Construction / Renovation Activity – Appendix 2 (9.2.2).			02
	Preventative Measure II – Recommendation for Hospital Construction / Renovation Activity – Appendix 3 (9.3.3).			03
	Preventative Measure III – Recommendation for Hospital Construction / Renovation Activity – Appendix 4 (9.2.4).			04
	Preventative Measure IV – Recommendation for Hospital Construction / Renovation Activity – Appendix 5 (9.2.5).			03
	Department Policy and Procedure – Construction and Renovation – Number XIV.030, October 2007.			02
	Department Policy and Procedure – Construction and Renovation – Number XIV.030, May 2008.			05
	Royal Victoria Hospital, Health and Safety Rules for Contractors.			17
	Royal Victoria Hospital, Fire Safety Plan.			21
	Construction Checklist Preventative Measures Related to CMR Class.			03
	Mould Remediation Wheel.			01
	(Draft) Action Plan – Hospital Construction and Renovation.			01
	(Draft) Risk Assessment for Hospital Construction, Renovation, Maintenance and Repair Work.			04

SPECIFICATIONS

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01 21 00 (R0)	Allowances	June 16, 2008	A	03
01 25 00 (R0)	Substitution Procedures	June 16, 2008	A	01
01 29 00 (R0)	Payment Procedures	June 16, 2008	A	09
01 30 00 (R0)	Administrative Requirements	June 16, 2008	A	24
01 33 24 (R0)	Interference and Coordination Drawings	June 16, 2008	A	01
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01 42 00 (R0)	Abbreviations	June 16, 2008	A	06
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01 51 00 (R0)	Temporary Utilities	June 16, 2008	A	09
01 56 00 (R0)	Temporary Barriers and Enclosures	June 16, 2008	A	03
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01 59 00 (R0)	Infection Control	June 16, 2008	A	09
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01 70 00 (R0)	Execution Requirements	June 16, 2008	A	14
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04 21 00 (R0)	Unit Masonry	June 16, 2008	A	11
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05 31 00 (R0)	Steel Deck	June 16, 2008	S	06
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14 21 23 (R0)	Traction Elevators	June 16, 2008	A	25
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20 05 02 (R0)	Mechanical Work in Phased Construction	June 16, 2008	M	03
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20 05 14 (R0)	Three Phase Motors	June 16, 2008	M	05
20 05 19 (R0)	Meters and Gauges	June 16, 2008	M	06
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20 05 24 (R0)	Welding	June 16, 2008	M	02
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20 05 33 (R0)	Electric Pipe Heating System	June 16, 2008	M	02
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22 31 16 (RO)	Packaged Potable Water Conditioning	June 16, 2008	M	05
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22 42 13 (RO)	Plumbing Fixtures & Trim	June 16, 2008	M	37
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23 35 16 (RO)	Anaesthetic Scavenging System	June 16, 2008	M	03
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26 05 27 (R0)	Grounding Secondary	June 16, 2008	E	04
26 05 29 (R0)	Fastenings and Supports	June 16, 2008	E	03
26 05 32 (R0)	Splitters, Junction and Pull Boxes, Cabinets	June 16, 2008	E	03
26 05 33 (R0)	Conduits, Fastenings and Fittings	June 16, 2008	E	05
26 05 34 (R0)	Lighting Fixture Raceways	June 16, 2008	E	01
26 05 35 (R0)	Outlet Boxes, Conduit Boxes and Fittings	June 16, 2008	E	02
26 05 36 (R0)	Cabletroughs	June 16, 2008	E	04
26 05 37 (R0)	Wireways and Auxiliary Gutters	June 16, 2008	E	01
26 05 38 (R0)	Installation of Cables in Trenches and Ducts	June 16, 2008	E	02
26 05 43 (R0)	Concrete Encased Duct Banks	June 16, 2008	E	04
26 05 47 (R0)	Incoming Electrical Service	June 16, 2008	E	03
26 05 48 (R0)	Vibration Isolation and Seismic Restraint	June 16, 2008	E	07
26 05 49 (R0)	Maintenance Holes	June 16, 2008	E	04
26 07 05 (R0)	Special Hospital Wiring	June 16, 2008	E	02
26 07 06 (R0)	Wiring of Isolated Power Systems	June 16, 2008	E	02
26 07 11 (R0)	Wiring to Elevators	June 16, 2008	E	02
26 07 13 (R0)	Wiring to Owners Equipment	June 16, 2008	E	01
26 07 16 (R0)	Wiring to Motorized Doors	June 16, 2008	E	01
26 08 05 (R0)	System Coordination, Verification and Testing	June 16, 2008	E	12
26 08 06 (R0)	Electrical System Commissioning	June 16, 2008	E	06
26 08 13 (R0)	Testing of Hospital Wiring	June 16, 2008	E	06
26 09 43 (R0)	Lighting Control System	June 16, 2008	E	13
26 11 13 (R0)	13.8 kV Switchboard	June 16, 2008	E	17
26 12 13 (R0)	Liquid Filled Power Transformers	June 16, 2008	E	09
26 12 16 (R0)	Dry Type Transformers Primary +1000 V	June 16, 2008	E	05
26 13 00 (R0)	44kV Outdoor Switchgear	June 16, 2008	E	10

DIVISION 26 ELECTRICAL (cont'd.)

26 13 05 (RO)	44kV Pole Mounted Switchgear	June 16, 2008	E	04
26 22 13 (RO)	Dry Type Transformers up to 600 V Primary	June 16, 2008	E	05
26 22 23 (RO)	Ground Fault Equipment Protection	June 16, 2008	E	02
26 24 13 (RO)	Low Voltage Switchboard	June 16, 2008	E	18
26 27 15 (RO)	Distribution Panels	June 16, 2008	E	05
26 27 16 (RO)	Lighting & Receptacle Panelboards	June 16, 2008	E	04
26 27 19 (RO)	Multi Outlet Assemblies	June 16, 2008	E	02
26 27 26 (RO)	Wiring Devices	June 16, 2008	E	08
26 27 28 (RO)	Wire and Box Connectors 0-1000 V	June 16, 2008	E	01
26 27 33 (RO)	Disconnect Switches up to 1000 Volts	June 16, 2008	E	03
26 27 43 (RO)	Isolated Power Systems	June 16, 2008	E	04
26 27 45 (RO)	Patient Service Units	June 16, 2008	E	04
26 28 13 (RO)	Fuses - Low Voltage	June 16, 2008	E	02
26 28 16 (RO)	Moulded Case Circuit Breakers	June 16, 2008	E	02
26 28 19 (RO)	Ground Fault Circuit Interrupters	June 16, 2008	E	01
26 29 05 (RO)	Contactors	June 16, 2008	E	02
26 32 13 (RO)	Power Generation Diesel	June 16, 2008	E	40
26 33 53 (RO)	On Line UPS System	June 16, 2008	E	13
26 36 23 (RO)	Automatic Transfer Switches	June 16, 2008	E	09
26 41 05 (RO)	Primary Lightning Arrestors	June 16, 2008	E	02
26 41 13 (RO)	Lightning Protection System	June 16, 2008	E	04
26 43 13 (RO)	Transient Voltage Surge Suppressors	June 16, 2008	E	03
26 51 13 (RO)	Lighting	June 16, 2008	E	81
26 52 00 (RO)	Unit Equipment for Emergency Lighting	June 16, 2008	E	03

DIVISION 27 COMMUNICATIONS

27 05 28 (RO)	Telephone & Data Raceways	June 16, 2008	E	03
27 10 00 (RO)	Structure Cabling	June 16, 2008	E	16
27 21 00 (RO)	Data Communications Network Equipments	June 16, 2008	E	18
27 31 00 (RO)	Voice Communications Switching and Routing Equipment	June 16, 2008	E	05
27 31 05 (RO)	Voice & Data Over Wireless LAN System	June 16, 2008	E	05
27 51 23 (RO)	Intercom Systems	June 16, 2008	E	06
27 52 23 (RO)	Audio Visual Nurse Call System	June 16, 2008	E	25
27 57 13 (RO)	Clock Systems	June 16, 2008	E	02

DIVISION 28 ELECTRONIC SAFETY AND SECURITY

28 08 00 (RO)	3rd Party Fire Alarm Verification	June 16, 2008	E	03
28 23 00 (RO)	Closed Circuit TV System	June 16, 2008	E	12
28 23 05 (RO)	Cancer Centre Patient CCTV Monitoring Systems	June 16, 2008	E	09
28 23 10 (RO)	Access Control System	June 16, 2008	E	12
28 31 16 (RO)	Addressable Fire Alarm System	June 16, 2008	E	30

DIVISION 31 EARTHWORK

31 05 17 (RO)	Aggregate Materials	June 16, 2008	A	03
31 11 00 (RO)	Clearing and Grubbing	June 16, 2008	A	03
31 22 13 (RO)	Rough Grading	June 16, 2008	A	02
31 23 10 (RO)	Excavating, Trenching and Backfilling	June 16, 2008	A	08
31 63 23 (RO)	Bored Concrete Piles	June 16, 2008	S	05

DIVISION 32 EXTERIOR IMPROVEMENTS

32 01 01 (R0)	Civil Exterior Improvements	June 16, 2008	C	02
32 01 02 (R0)	Civil Exterior Improvements	June 16, 2008	C	02
32 01 03 (R0)	Civil Exterior Improvements	June 16, 2008	C	01
32 01 04 (R0)	Civil Exterior Improvements	June 16, 2008	C	01
32 01 05 (R0)	Civil Exterior Improvements	June 16, 2008	C	03
32 01 06 (R0)	Appendix A	June 16, 2008	C	11
32 14 13 (R0)	Pre-cast Concrete Unit Paving	June 16, 2008	LA	03
32 14 40 (R0)	Natural Stone Pavers	June 16, 2008	LA	02
32 15 20 (R0)	Pea Gravel	June 16, 2008	LA	01
32 15 40 (R0)	Limestone Screeding Pathway	June 16, 2008	LA	02
32 31 26 (R0)	Wire Fences and Gates	June 16, 2008	A	03
32 32 01 (R0)	Stone Retaining Wall	June 16, 2008	LA	04
32 32 16 (R0)	Concrete Retaining Wall	June 16, 2008	LA	03
32 37 00 (R0)	Exterior Site Furnishing	June 16, 2008	LA	02
32 91 22 (R0)	Topsoil Placement	June 16, 2008	LA	05
32 92 23 (R0)	Sodding	June 16, 2008	LA	04
32 93 00 (R0)	Tree, Shrub and Ground Cover Planting	June 16, 2008	LA	08
32 96 43 (R0)	Tree Preservation & Relocation	June 16, 2008	LA	04

- End of Document -

ADDENDUM NO. 1

July 14, 2008



Royal Victoria Hospital

**Phase One Redevelopment Project
201 Georgian Drive
Barrie, Ontario**

Project Number: 0639

Documents, contract requirements, specifications, drawings and schedules for

RVH

Royal Victoria Hospital

Project Manual
ROYAL VICTORIA HOSPITAL
Phase One Redevelopment Project
201 Georgian Drive
Barrie, Ontario

Are amended as follows:

A1-1 **DELETE** document “01 30 00 (R0) Administrative Requirements” dated June 16, 2008 and consisting of twenty four (24) pages and remove it from the Project Manual and from the *Contract Documents*. Substitute with document “01 30 00 (R1) Administrative Requirements” dated July 14, 2008. Substitute document 06 20 00 (R1) shall form part of the *Contract Documents* and is appended hereto.

A1-2 02 41 10 (R0) Selective Demolition” dated June 16, 2008. Revise section as follows:

ADD the following to article 2.1. as follows:

3. Existing Courtyard Marketplace – Equipment:

1. List of equipment to be discarded from 1st level Servery:

- .1 Two (2) cold display merchandisers;
- .2 One (1) ice maker and water dispenser (south side);
- .3 Two (2) mobile drop in freezer merchandisers and tray rails;
- .4 50 lb gas fryer and 90 lb gas fryer and fryer dump station;
- .5 Pizza oven four (4) level;
- .6 Variety steamer;
- .7 Hot plate.

2. List of equipment to be salvaged from Servery:

- .1 Stainless counter displays and work areas as well as stainless glides throughout; servery and stainless wall panels;
- .2 Microwave ovens, four (4);
- .3 Rotary toaster;
- .4 Heater Plate dispensers two (2);
- .5 Dual temperature reach in fridge two (2);
- .6 Griddle top;
- .7 Broiler;
- .8 Counters with refrigerated base;
- .9 Food warmer;

- .10 Deli counter;
 - .11 Heated shelf;
 - .12 Bun warmer;
 - .13 Induction units (2);
 - .14 Display counter (2);
 - .15 Three (3) well soup station;
 - .16 5'-0" salad bar;
 - .17 Hot food counter;
 - .18 Two (2) cold food displays units (glass doors);
 - .19 Bakery display units, four (4);
 - .20 Hot chocolate machine;
 - .21 Scales, two (2);
 - .22 POS system, two (2) and mobile cash counters, two (2);
 - .23 Rationale cooking centre (combi oven);
 - .24 North and south side stainless steel counters and slides;
 - .25 One (1) ice maker and water dispenser;
 - .26 Mobile condiment stations, two (2);
 - .27 Shelving units, five (5).
3. The following items are owned by suppliers and need to be removed as well:
- 1. Fetco coffee brew stations;
 - 2. Coke coolers: four (4);
 - 3. Pepsi coolers: four (4);
 - 4. Two (2) ice cream mobile freezers.

A1-3 04 43 26 (RO) Dimensioned Stone Veneer Cladding" dated June 16, 2008. Revise section as follows:

ADD the following to 2.7. as follows:

- .17 Silicone Sealant: Single component, 100 % silicone rubber, medium modulus, moisture curing, non-sagging, non-staining, non-bleeding, colours as later selected by the Consultant from the manufacturers standard colour range:
 - .1 ASTM C920 Grade NS, Class 50 and the following additional requirements:
 - .1 SWRI Certificate of Validation;
 - .2 Modulus at 50 % extension, ASTM C 1135: maximum 55 psi;
 - .3 Elongation Capability, ASTM D 412: minimum 1000 %;
 - .4 Stain free performance, ASTM C 1248: no staining;
 - .5 Service temperature range: - 50 to 150°C;
 - .6 Shore 'A' hardness range: 20 to 35;
 - .7 Products/manufacturers:
 - .1 Dow 791 or Dow 795 as manufactured by Dow Corning;

.2 Silpruf as manufactured by GE Silicones.

REVISE 3.4.13. to read as follows: "Rake out joints to 25 mm depth and make ready for pointing with sealant: Sponge stone face along joints and remove droppings and splashed mortar immediately."

REVISE 3.4.15.1. to read as follows: "Grout vertical joints;"

REVISE 3.4.16.3. to read as follows: "Point coping joints with sealant;"

- A1-4 **ADD** document "05 73 13 (R0) Glazed Metal Railings" dated July 14, 2008 and consisting of three (3) pages, forming part of the *Contract Documents* and is appended hereto.
- A1-5 **DELETE** document "06 20 00 (R0) Finish Carpentry" dated June 16, 2008 and consisting of four (4) pages and remove it from the Project Manual and from the *Contract Documents*. Substitute with document "06 20 00 (R1) Finish Carpentry" dated July 14, 2008. Substitute document 06 20 00 (R1) shall form part of the *Contract Documents* and is appended hereto.
- A1-6 **ADD** document "07 11 13 (R0) Bituminous Dampproofing" dated July 14, 2008 and consisting of two (2) pages, forming part of the *Contract Documents* and is appended hereto.
- A1-7 **ADD** document "07 16 16 (R0) Crystalline Waterproofing" dated July 14, 2008 and consisting of four (4) pages, forming part of the *Contract Documents* and is appended hereto.
- A1-8 07 21 14 (R0) Perimeter Insulation" dated June 16, 2008. Revise section as follows:
REVISE 2.1.1. to read as follows: "Perimeter and Under Slab Insulation: Extruded polystyrene board....."
- A1-9 07 24 10 Exterior Finish System (EFS) (R0) dated June 16, 2008. Revise section as follows:
REVISE 2.3.3.7.1. to read as follows: "A one (1) part, neutral-curing, non-staining, construction-grade silicone sealant as recommended by the EFS manufacturer;"
- A1-10 07 42 43 (R0) Composite Wall Panels dated June 16, 2008. Revise section as follows:
ADD 2.4. as follows:
2.4 Resin Core Panel Locations:
1. Exterior, location as shown on drawings:
.1 HPL-4:
.1 6 mm thick x 95 mm wide x 2400 mm long planks, randomly secured i.e. no common joints;
.2 Spaced at 8 mm (or 10 mm) apart c/w black spline;
.3 Exposed, fasteners to be colour matched to spline colour.
.2 HPL-2:
.1 8 mm thick x 95 mm wide x 2400 mm long planks, randomly secured i.e. no common joints;
.2 Spaced at 19 mm apart c/w black spline between planks;
.3 Exposed, fasteners to be colour matched to spline colour.

- .2 Interior, location as shown on drawings:
 - .1 HPL-3:
 - .1 6 mm thick x 95 mm wide x 2400 mm long planks, randomly secured i.e. no common joints;
 - .2 Spaced at 8 mm (or 10 mm) apart c/w black spline between planks;
 - .3 Exposed, fasteners to be colour-matched to spline colour.
 - .2 HPL-1:
 - .1 8 mm thick x 95 mm wide x 2400 mm long planks, randomly secured i.e. no common joints;
 - .2 Spaced at 19 mm apart c/w black acoustically transparent fabric liner on backside between planks;
 - .3 Acoustic batt (depth to be determined);
 - .4 Exposed, colour-matched fasteners to spline colour.

A1-11 07 46 13 (RO) Pre-Formed Metal Siding dated June 16, 2008. Revise section as follows:
DELETE 2.5. SHEATHING PAPER, in its entirety.

A1-12 07 53 23 (RO) Thermoplastic Single Ply Membrane Roofing dated June 16, 2008. Revise section as follows:
ADD 2.1.3.3. as follows: "Firestone Building Products Company"

A1-13 07 53 24 (RO) EPDM Protected Membrane Roofing dated June 16, 2008. Revise section as follows:
ADD 1.8.4. as follows: "Evidence of the manufacturer's warranty reserve shall be included as part of the Project submittals for the Consultant's approval."

A1-14 07 62 00 (RO) Sheet Metal Flashing and Trim dated June 16, 2008. Revise section as follows:
REVISE 2.1.1. as follows: "Sheet Metal: Minimum 18 ga base steel thickness, galvanized sheet steel to ASTM A653, grade 33 steel, Z275 (275 g/m²) coating designation."

A1-15 08 11 14 (RO) Metal Doors and Frames June 16, 2008. Revise section as follows:
REVISE 2.1.6. to read as follows:
.6 Insulation core material:

- .1 For exterior doors CSA A101, Type 1, minimum density 24 kg/m³, consisting of durable fibrous batt material processed from rock, slag or glass, bound with deterioration resistant binders;
- .2 For interior doors that are not fire-rated and not sound rated: Structural small cell 24.5 mm maximum, kraft paper 'honeycomb'; weight: 36.3 kg per ream (minimum), density: 16.5 kg/m minimum sanded to required thickness.

A1-16 08 14 16 (RO) Flush Wood Doors dated June 16, 2008. Revise section as follows:
REVISE 1.2.1. to read as follows: "Provide an extended warranty for the work of this section, covering the period for three (3) years beyond the expiration date specified in the General Conditions of the Contract."

DELETE 2.1.6. in its entirety.

ADD the following to 3.2. as follows:

- .8 Wood Door Frames:
- .1 Fabricate frames and casings from “hardwood for paint finish” to actual sizes as shown on the drawings. Each jamb, doorstop, glazing stop, sill and head member shall be one (1) piece throughout its length. Kerf or saw cut backs of each member to prevent cupping, warping and twisting. Make surfaces machine smooth and sanded to approval;
 - .2 Mitre corners of frames and stops. Ensure no chippage occurs. Secure corners of frames with adhesive, concealed screws and with wood biscuits or dowels;
 - .3 Make exposed edges slightly round to approval;
 - .4 Coordinate with mason and drywall trades for the building-in and the anchoring of frames;
 - .5 Make allowance for deflection of the building structure to ensure structural loads are not transmitted to frames;
 - .6 *Provide* continuous pine blocking to partition studs to accept frames;
 - .7 Provide wood shims at heads, jambs and sills as necessary for alignment. Conceal shims. Make frames plumb, square, level and maintain opening widths and heights;
 - .8 Securely fix frames in place with concealed fastenings. Countersink heads of screws and fill with matching wood filler or wood plugs. Ensure wood filler and plugs locations are not detectable when the frames and casings are painted;
 - .9 At locations where face of frames are shown flush with face of gypsum board, they shall be perfectly flush and inline with the face of the gypsum board.

A1-17

08 32 13 (R0) Sliding Aluminum Framed Glass Doors dated June 16, 2008. Revise section as follows:

ADD the following to article 1.5. as follows:

- .3 Installer qualifications and requirements for movement and presence safety sensors:
- .1 Automatic and/or barrier free door equipment to be installed by the manufacturer’s, factory trained installers and as certified and recognized by the AAADM, in compliance with manufacturer’s recommendations and approved shop drawings;
 2. In the event that the manufacturer’s installers are not used or if manufacturer’s factory trained installers are not used, the installer must be trained, recognized and certified by AAADM;
 3. Installer must possess proof of current AAADM certification and place on display at all times while performing work on *Site*. If such proof is not visibly posted the installer will be asked to provide proof immediately and posted as specified herein. Stating that they are in the process of becoming AAADM certified/approved, is not acceptable. In the event proof cannot be immediately provided the installers will be asked to leave the *Site* and an alternate AAADM certified installer will be brought to complete the *Project*. In the event the installer is found not to be AAADM certified, they will be asked to remove their equipment from the *Site* and must leave the *Site* in a condition acceptable to the *Contractor*. The *Owner* will not be responsible for labour or other costs, incurred by the previous installer while at the *Site*;

4. Provide an AAADM, "Safety Information" sticker, at locations recommended by the revolving door manufacturer, for every set of doors that are operated by means of either barrier free equipment or automatic door operators. The sticker will list a step by step safety check to be carried out at time of start-up;
5. The installer must provide *Owner* with a "compliance report for power operated doors", inspection forms used by AAADM inspectors at the completion of the automatic door equipment installation;
6. Deviations from the above requirements are strictly prohibited.

REVISE 2.3.2. to read as follows: "Provide a sidelite flush bolt to secure sidelite(s)."

REVISE 3.5.1. to read as follows: "Install perimeter type sealant and back-up materials, to provide tight seal at outside and air, vapour seal at inside."

A1-18 **DELETE** document "08 44 13 (R0) Glazed Aluminum Curtain Walls" dated June 16, 2008 and consisting of seventeen (17) pages and remove it from the Project Manual and from the *Contract Documents*. Substitute with document "08 44 13 (R1) Glazed Aluminum Curtain Walls" dated July 14, 2008 consisting of twenty eight (28). Substitute document 08 42 29 (R1) shall form part of the *Contract Documents* and is appended hereto.

A1-19 **DELETE** document "08 42 29 (R0) Automatic Entrances" dated June 16, 2008 and consisting of thirteen (13) pages and remove it from the Project Manual and from the *Contract Documents*. Substitute with document "08 42 29 (R1) Automatic Entrances" dated July 14, 2008. Substitute document 08 42 29 (R1) shall form part of the *Contract Documents* and is appended hereto.

A1-20 **ADD** document "08 87 55 (R0) Decorative Window Films" dated July 14, 2008 and consisting of five (5) pages, forming part of the *Contract Documents* and is appended hereto.

A1-21 08 90 00 (R0) Louvres dated June 16, 2008. Revise section as follows:
REVISE 2.1.1. to read as follows: "This specification is based on 50 % free air aluminum louvres as manufactured....."
ADD 2.2.1.6. as follows: "Blank-off panels supplied and installed by others."

A1-22 Door Schedule dated July 14, 2008. Schedule revised as follows:
REVISED various pages of Door Schedule dated June 16, 2008: Page numbers of revised pages as follows: Pages 8, 12, 14, 52, 63 and 74 are revised as indicated and are appended hereto

A1-23 09 30 13 (R0) Ceramic Tiling (CT) dated June 16, 2008. Revise section as follows:
ADD the following article 2.11. as follows:

2.11 GLASS WALL TILE MORTAR AND GROUT

- .1 Fast Setting, thin-set, bright white, one (1) step, two (2) component liquid latex mixed with factory blended mortar. Components supplied by one (1) manufacturer:
 - .1 Mortar Materials: ANSI A118.4 Latex Modified. factory polymer additive mixed with factory blended mortar. 'Mapei White GraniRapid System';
 - .2 Grout: 'Keracolor "U" polymer-modified unsanded grout';
 - .3 Manufacturer: 'Mapei Corporation;

- .4 Requests for substitutions will be considered in accordance with Substitution Procedures and after review and with the approval of the Consultant.

A1-24 09 51 13 (R0) Acoustical Panel Ceilings (ACT) dated June 16, 2008. Revise section as follows:

ADD the following to article 2.1. as follows:

5. Acoustical Panels Type **ACT 4**:
 - .1 Surface Texture: smooth;
 - .2 Composition: Mineral Fibre;
 - .5 Colour: White;
 - .6 Size: 4'-0" x 4'-0" x 1";
 - .7 Edge Profile: Tegular lay-in for interface with compatible grid;
 - .8 Noise Reduction Coefficient (NRC): ASTM C 423; Classified with UL label on product carton, 0.50;
 - .9 Ceiling Attenuation Class (CAC): ASTM C 1414; Classified with UL label on product carton, 35;
 - .10 Articulation Class (AC): ASTM E 1111; Classified with UL label on product carton N/A;
 - .11 Flame Spread: ASTM E 1264; Fire Resistive;
 - .12 Light Reflectance (LR): ASTM E 1477; White Panel: Light Reflectance: 0.82;
 - .13 Dimensional Stability: Standard;
 - .14 Acceptable Product: "Halcyon ClimaPlus" panels as manufactured by CGC Inc.
- .6 Acoustical Panels Type **ACT 5**: Lay in tile ceiling system and grid to match existing lay in tile ceiling system and grid as in the existing operating room(s).

REVISE 2.2.1.1. to read as follows: "Colour: White and match the actual colour of the selected ceiling tile, unless specified otherwise;"

REVISE 2.2.5. to read as follows: "Edge Mouldings and Trim: Metal or extruded aluminum of types and profiles indicated or, if not indicated, manufacturer's standard mouldings for edges and penetrations, including but not limited to, light fixtures and around column penetrations, that fit type of edge detail and suspension system indicated. Provide mouldings with exposed flange of the same width as exposed runner."

ADD the following 2.2.6. to read as follows: "Pre-fabricated Facia Trim: Typical Condition: Trim at ceiling level change, acoustic lay in tile to acoustic lay in tile or acoustic lay in tile to gypsum wallboard shall be "Compasso" by CGC. 9/16" thick, height varies. Colour: standard white."

REVISE 3.3.3. to read as follows: "In fire rated ceiling systems, secure lay-in panels with hold-down clips and protect over light fixtures, diffusers, air return grilles and other appurtenances according to Certification Organizations design requirements. Install hold down clips on ceiling panels up to 4800 mm from exterior entrance doors."

A1-25 **ADD** document "09 65 13 (R0) Pre-fabricated Resilient Base" dated July 14, 2008 and consisting of three (3) pages, forming part of the *Contract Documents* and is appended hereto.

A1-26 09 65 19 (R0) Resilient and Vinyl Composite Tile Flooring dated June 16, 2008. Revise section as follows:

REVISE 1.7.2. to read as follows: Provide 5 % of each colour, pattern and

ADD the following to article 2.1. as follows:

3. Wall Base: TightLock - Resilient/TopSet Wall Base as manufactured by Johnsonite Inc.:

- .1 6.35 mm (¼") wedge-shaped profile thickness;
- .2 111.1 mm (4 3/8") overall height;
- .3 2286 mm (75'-0") coiled length;
- .4 Toe profile;
- .5 Outside Corners with 101.6 mm (4") returns where condition requires it.

REVISE 2.1.5.3. to read as follows: Provide transition/reducing strips tapered to meet abutting materials. Select from Schluter's standard range. Provide samples of profiles, finish and colour for approval before proceeding with placing orders for material and before commencement of installation;

REVISE 2.1.5.4. to read as follows: Provide threshold of thickness and width as shown on the drawings. Select from Schluter's standard range. Provide samples of profiles, finish and colour for approval before proceeding with placing orders for material and before commencement of installation;

REVISE 3.6.1. to read as follows: Protect new floors until final inspection.

A1-27 09 66 23 (R0) Resinous Matrix Terrazzo Flooring (TERR) dated June 16. Revise section as follows:

REVISE 2.3.1. to read as follows: "Duochem 9020 flooring system, consisting of primer, two (2) 10 mm thick, component solvent-free epoxy resin binder, aggregate filled topping and finish coats."

REVISE 2.3.3. to read as follows: Aggregate Topping: Duochem 9020 mixed with marble chips sizes # 0, # 1 and #2 and glass chips as selected by Consultant from TTMAC manual.

REVISE 2.3.7. to read as follows: "Terrazzo Formula to match existing, 6 mm thick: Where indicated on drawings, match....."

REVISE 3.4.1. to read as follows: "Apply each component of flooring system in compliance with manufacturer's directions to produce a uniform monolithic wearing surface of 6 mm (¼") thickness to match existing. new is 10 mm, uninterrupted except at sawn joints, or....."

A1-28 09 91 00 (R0) Painting (PT) dated June 16, 2008. Revise section as follows:

ADD the following to article 2 Products:

DOOR RE-FINISHING SYSTEM

- .1 Un-Finished Doors:
 - .1 Stain: Apply one (1) uniform coat of recommended stain to desired colour;
 - .2 Sealer: Apply one (1) uniform coat of Armathane X Linking Acrylic Urethane Sealer to entire door surface. (1 mil wet);
 - .3 Finish Apply two (2) uniform coats of Armathane Aliphatic Urethane Finish to entire door surface (3-4 mils wet).
- .2 Pre-Finished Doors: Finish: Apply two (2) uniform coats of Armathane Aliphatic Urethane Finish to entire door surface (3-4 mils wet).

ADD the following to article 3 Products:

DOOR RE-FINISHING SYSTEM

- .1 Apply materials according to manufacturer's specifications and written recommendations.
- .2 Surface Preparation:
 - .1 Un-Finished Oak Doors:
 - .1 Ensure doors are sanded to desired finish;
 - .2 Remove dust and contaminants by wiping doors with appropriate cleaning solvent (i.e.: Methyl Hydrate/ Acetone);
 - .3 Lightly sand between applications with 220 grit sandpaper to remove imperfections and improve inter-coat adhesion.
 - .2 Pre-Finished Oak Doors:
 - .4 Sand existing coatings with 150 grit sandpaper to promote adhesion to the existing pre-coated surface;
 - .5 Remove dust and contaminants by wiping doors with appropriate cleaning solvent (ie: Methyl Hydrate/ Acetone);
 - .6 Lightly sand between applications with 220 grit sandpaper to remove imperfections and improve inter-coat adhesion.

- A1-29 **ADD** document "09 96 46 (R0) Intumescent Coatings" dated July 14, 2008 and consisting of five (5) pages, forming part of the *Contract Documents* and is appended hereto.
- A1-30 Room Finish Schedule dated July 14, 2008. Schedule revised as follows:
REVISED various pages of Room Finish Schedule dated June 16, 2008: Page numbers of revised pages as follows: Pages 62, 172, 173, 174 and 175 are revised as indicated and are appended hereto.
- A1-31 10 22 27 (R0) Folding Panel Partitions dated June 16, 2008. Revise section as follows:
REVISE 2.2.3.1. to read as follows: "Panel Finish: fabric, 79 % polyolefin, 21 % polyester w/ FR acrylic backing. Style: Seabiscuit 5103 by Design Tex, colour from manufacturers standard range;"
REVISE 2.2.3.2. to read as follows: "Exposed Panel Trim Colour: smoke grey."
- A1-32 **ADD** document "10 25 13 (R0) Patient Bed Service Walls" dated July 14, 2008 and consisting of three (3) pages, forming part of the *Contract Documents* and is appended hereto.
- A1-33 **DELETE** document "10 28 10 (R0) Toilet and Bath Accessories" dated June 16, 2008 and consisting of eight (8) pages and remove it from the Project Manual and from the *Contract Documents*. Substitute with document "10 28 10 (R1) Toilet and Bath Accessories" dated July 14, 2008, consisting of nine (9) pages. Substitute document 10 28 10 (R1) shall form part of the *Contract Documents* and is appended hereto.
- A1-34 10 51 13 (R0) Metal Lockers dated June 16, 2008. Revise section as follows:
ADD 1.2.1.3. to read as follows: "Submit locker schedule in accordance with Submittal Procedures."

- REVISE 2.3.3.** to read as follows: “Bodies: Bodies shall be fabricated from 24 gauge pre-painted steel. Sides to have offsets and backs flanged, formed and factory punched to provide necessary assembly holes. Tops, bottoms and shelves shall be flanged on four (4) sides with a formed under return at the front of the shelves. Tops shall be sloped to match existing. Provisions for padlock by Owner.”
- A1-35 **ADD** document “10 56 27 (R0) Mobile Shelving Storage” dated July 14, 2008 and consisting of two (2) pages, forming part of the *Contract Documents* and is appended hereto.
- A1-36 11 73 10 (R0) Patient Care Equipment dated June 16, 2008. Revise section as follows:
REVISE 2.1.1. to read as follows: “Acceptable Manufacturer: ARJO Canada Inc. 1575 South Gateway Road, Unit C, Mississauga, Ontario L4W 5J1 Telephone: (905) 238-7880, Toll Free: (800) 665-4831”
REVISE 2.1.2. to read as follows: “Requests for substitutions will be considered in accordance with Substitution Procedures and with the review and approval of the *Consultant*.”
REVISE heading 2.2. to read as follows: “**BATHING SYSTEM**”
- A1-37 **ADD** document “Division 11 – Equipment – Appendix ‘B’ - Recommended Manufacturers Or Approved Equivalent” dated July 14, 2008 and consisting of twenty three (23) pages, forming part of the *Contract Documents* and is appended hereto.
- A1-38 **ADD** document “12 36 16 (R0) Metal Countertops” dated July 14, 2008 and consisting of three (3) pages, forming part of the *Contract Documents* and is appended hereto.
- A1-39 **ADD** document “12 56 55 (R0) Integrated Modular Medical Support System” dated July 14, 2008 and consisting of twenty seven (27) pages, forming part of the *Contract Documents* and is appended hereto.
- A1-40 **ADD** document “13 49 15 (R0) MRI Radio Frequency Shielded Enclosure” dated July 14, 2008 and consisting of seven (7) pages, forming part of the *Contract Documents* and is appended hereto.
- A1-41 31 11 00 (R0) Clearing and Grubbing dated June 16, 2008. Revise section as follows:
DELETE 1.2. in its entirety.
- A1-42 31 23 10 (R0) Excavating, Trenching and Backfilling dated June 16, 2008. Revise section as follows:
DELETE 1.2. in its entirety.
- A1-43 **ADD** document “32 84 00 (R0) Main Irrigation System” dated July 14, 2008 and consisting of seven (7) pages, forming part of the *Contract Documents* and is appended hereto.
- A1-44 **ADD** document “32 84 10 (R0) Rooftop Garden Irrigation” dated July 14, 2008 and consisting of seven (7) pages, forming part of the *Contract Documents* and is appended hereto.

- A1-45 Appended are the new/revised documents that shall form part of the *Contract Documents*:
- 01 30 00 (R1) Administrative Requirements
 - 05 73 13 (R0) Glazed Metal Railings
 - 06 20 00 (R1) Finish Carpentry
 - 07 11 13 (R0) Bituminous Dampproofing
 - 07 16 16 (R1) Crystalline Waterproofing
 - 08 42 29 (R1) Automatic Entrances
 - 08 44 13 (R1) Glazed Aluminum Curtain Wall
 - 08 87 55 (R0) Decorative Window Films
 - 09 65 13 (R0) Pre-fabricated Resilient Base
 - 09 65 19 (R1) Resilient and Vinyl Composite Tile Flooring
 - 09 96 46 (R0) Intumescent Coatings
 - 10 25 13 (R0) Patient Bed Service Walls
 - 10 28 10 (R1) Toilet and Bath Accessories (WA)
 - 10 56 27 (R0) Mobile Shelving Storage
 - 11 00 00 Division 11 Equipment – Appendix 'B' – Recommended Manufacturers or Approved Equivalents
 - 12 36 16 (R0) Metal Countertops
 - 12 56 55 (R0) Integrated Modular Medical Support System
 - 13 49 15 (R0) MRI, Radio Frequency Shielded Enclosure
 - 32 84 00 (R0) Main Irrigation System
 - 32 84 10 (R0) Rooftop Garden Irrigation
- A1-46 The following drawings **RE-ISSUED** dated July 14, 2008.
- A000 SERIES:
- Legends, A001 – re-issued
- A100 SERIES:
- Redeveloped site plan, A100 – re-issued
 - Existing/Demolition Site Plan, A101 – re-issued
 - Enlarged Site Plan, A102 – re-issued
 - Site Details, A103 – re-issued
 - Basement Key Plan, A126 – re-issued
 - Level 1 Key Plan, A127 – re-issued
 - Level 2 Key Plan, A128 – re-issued
 - Level 3 Key Plan, A129 – re-issued
 - Level 4 Key Plan, A130 – re-issued
 - Level 5 Key Plan, A131 – re-issued
- A200 SERIES:
- Canopy Plan, A202 – re-issued
 - Canopy Plan, A203 – re-issued
 - Overall Roof Plan, A205 – re-issued
 - Roof Paver Layout, A207 – re-issued
 - Level 2 Block C – South, Block C - North, A221 – re-issued
 - Level 2 Block D, A223 – re-issued
 - Level 2 Block E, A224 – re-issued
 - Level 2 Block F, A225 – re-issued
 - Level 3 Block C – South, Block C - North, A231 – re-issued
 - Level 3 Block F, A235 – re-issued
 - Level 4 Block F, A245 – re-issued
 - Level 5 Penthouse Block D, A252 – re-issued

Level 5 Penthouse Block E, A253 – re-issued
Level 5 Penthouse Block F, A254 – re-issued
Level 2 – Large Scale Detail, D2024 – re-issued
Level 2 – Plan Details, D2027 – re-issued
Level 2 – Plan Details, D2029 – re-issued
Level 3 – Plan Details, D2039 – re-issued
Level 3 – Plan Details, D2047 – re-issued
Level 3 – Plan Details, D2048 – re-issued
Level 1 – Plan Details, D2053 – re-issued
Level 4 – Plan Details, D2059 – re-issued
Level 2 – Plan Details, D2063 – re-issued
Level 5 – Plan Details, D2064 – re-issued
Level 5 – Plan Details, D2067 – re-issued
Level 5 – Plan Details, D2068 – re-issued
Level 2 – Plan Details, D2069 – re-issued
Level 5 – Plan Details, D2072 – re-issued
Roof Curb Conditions, D2102 – re-issued
High Snow Mitigation Screen, D2103 – re-issued
Low Snow Mitigation Screen, D2108 – re-issued
Temporary Condensing Unit Curb on Existing Roof, D2120 - new detail issued

A300 SERIES:

Overall Exterior Elevations, A300 – re-issued
Elevation/Sections, A301 – re-issued
Partial North Exterior Elevations - Blocks D & E, A302 – re-issued
Partial North Exterior Elevations - Block F, Block D/E, A303 – re-issued
Partial South Exterior Elevations – Blocks D,E, F, A304 – re-issued
Partial Exterior Elevations – Blocks D, E, F, - North, A305 – re-issued
Partial Exterior Elevations – Blocks D,E,F,-South & enlarged West Elev., A306 – re-issued
Partial Exterior Elevations – Block F & Enlarged East Elev., A307 – re-issued
Miscellaneous Elevations, A309 – re-issued
Building Sections, A310 – re-issued
Curtain Wall Elevations, A316 – re-issued
Curtain Wall Elevations, A317 – re-issued

A400 SERIES:

Wall Sections, A412 – re-issued
Wall Sections, A413 – re-issued
Section Details, D4015 – re-issued
Section Details, D4024 – re-issued
Section Details, D4025 – re-issued
Large Scale Detail, D4033 – re-issued
Section Details, D4034 – re-issued
Section Details, D4036 – re-issued
Section Details, D4044 – re-issued
Section Details, D4054 – re-issued
Section Details, D4055 – re-issued
Section Details, D4056 – re-issued
Section Details, D4057 – re-issued
Section Details, D4058 – re-issued
Section Details, D4059 – re-issued
Section Details, D4061 – re-issued
Section Details, D4068 – re-issued
Section Details, D4069 – re-issued

Section Details, D4070 – re-issued
Section Details, D4073 - re-issued
Large Scale Details, D4075 – re-issued
Large Scale Details, D4076 – re-issued

A600 SERIES:

Level 1 – Enlarged Floor Plans, A601 – re-issued
Level 1 – Enlarged Floor Plans, A602 – re-issued
Level 2 – Enlarged Floor Plans, A606 – re-issued
Level 2 – Enlarged Floor Plans, A607 – re-issued
Level 2 – Enlarged Floor Plans, A609 – re-issued
Level 2 – Enlarged Floor Plans, A611 – re-issued
Level 2 – Enlarged Floor Plans, A616 – re-issued
Level 2 – Enlarged Floor Plans, A617 – re-issued
Level 2 – Enlarged Floor Plans, A618 – re-issued
Level 2 – Enlarged Floor Plans, A619 – re-issued
Level 2 – Enlarged Floor Plans, A620 – re-issued
Level 2 – Enlarged Floor Plans, Level 1 & 2 Frost Slabs, A621 – re-issued
Level 2 – Enlarged Floor Plans, A622 – re-issued
Level 3 – Enlarged Floor Plans, A625 – re-issued
Level 3 – Enlarged Floor Plans, A626 – re-issued
Level 4 – Enlarged Floor Plans, A630 – re-issued
Island Bench Details, D6001 – re-issued

A700 SERIES:

Stainless Steel Handrail and Guard, D7003 – re-issued

A800 SERIES:

Reflected Ceiling Plan – Level 1 – Blocks A & B – North, A813 – re-issued
Reflected Ceiling Plan – Level 1 – Block C – North, Block F, A814 – re-issued
Reflected Ceiling Plan – Level 1 – Blocks D & E, A815 – re-issued
Reflected Ceiling Plan – Level 2 – Blocks A & B – South, A820 – re-issued
Reflected Ceiling Plan – Level 2 – Blocks C – South, Blocks C – North, A821 – re-issued
Reflected Ceiling Plan – Level 2 – Blocks A & B – North, A822 – re-issued
Reflected Ceiling Plan – Level 2 – Block D, A823 – re-issued
Reflected Ceiling Plan – Level 2 – Block E, A824 – re-issued
Reflected Ceiling Plan – Level 2 – Block F, A825 – re-issued
Reflected Ceiling Plan – Level 3 – Block D, A833 – re-issued
Reflected Ceiling Plan – Level 3 – Block F, A835 – re-issued
Reflected Ceiling Plan – Level 4 – Block E, A844 – re-issued
Reflected Ceiling Plan – Level 4 – Block F, A845 – re-issued
Ceiling Details, D8005 – re-issued

A1-47

The following new drawings being issued for the first time dated July 14, 2008, will form part of this Contract.

NEW DRAWINGS/DETAILS TO BE ISSUED:

A200 SERIES:

Canopy Plans, A204 – new drawing issued

Typical Roof Anchors, D2114 – new detail issued
Typical Roof Anchors, D2115 – new detail issued
Canopy Detail at Gutter and Gutter Drain, D2121 – new detail issued
Main Canopy Closure to Unitized Glazing, D2122 – new detail issued

A400 SERIES:

Section Details, D4035 – new detail issued
Section Details, D4064 – new detail issued
Section Details, D4065 – new detail issued
Section Details, D4066 – new detail issued
Section Details, D4067 – new detail issued
Section Details, D4077 – new detail issued
Section Details, D4078 – new detail issued

A600 SERIES:

Floor Coverings & Pattern Layout, A640 – new drawing issued
Lino Pattern Plan Details, D6003 – new detail issued
Lino Pattern Plan Details, D6004 – new detail issued

A700 SERIES:

Special Millwork, A714 – new drawing issued
Special Millwork, A716 – new drawing issued
Special Millwork, A717 – new drawing issued
Millwork Details, D7018 – new detail issued
Millwork Details, D7019 – new detail issued
Mounting Heights, D7021 – detail re-issued
Wall Anchor Details, D7036 – new detail issued
Wall Fin Heater at Main Lobby Glazing, D7040 – new detail issued

A800 SERIES:

Ceiling Details, D8016 – new detail issued
Ceiling Details, D8017 – new detail issued

HERMAN MILLER DRAWINGS:

General Notes, HM-100.0 – new drawing issued
Modular Lab Legend, HM-100.1 – new drawing issued
Overall Modular Casework Plan, HM-101.0 – new drawing issued
Mission Control / Biochemistry Modular Casework Plan, HM-102.0 – new drawing issued
Mission Control / Biochemistry Modular Casework Elevations, HM-102.1 – new drawing issued
Bloodbank Modular Casework Plan, HM-103.0 – new drawing issued
Bloodbank Modular Casework Elevations, HM-103.1 – new drawing issued
Haematology Modular Casework Plan, HM-104.0 – new drawing issued
Haematology Modular Casework Elevations, HM-104.1 – new drawing issued
Microbiology Modular Casework Plan, HM-105.0 – new drawing issued
Microbiology Modular Casework Elevations, HM-105.1 – new drawing issued
Histology/Cytology Modular Casework Plan, HM-106.0 – new drawing issued
Histology/Cytology Modular Casework Elevations, HM-106.1 – new drawing issued
Histology/Cytology Modular Casework Elevations & 3D, HM-106.2 – new drawing issued
Cytology Modular Casework Plan & Elevations, HM-107.0 – new drawing issued

Modular Casework Legend: Pathologist Offices, HM-108.0 – new drawing issued
Pathologist Modular Casework Plan, HM-108.1 – new drawing issued
Pathologist Modular Casework Elevations & 3D, HM108.2 – new drawing issued

ETS LINDGREN DRAWINGS:

Cover, C – new drawing issued
Floor Plan, RF1 – new drawing issued
Elevations, RF2 – new drawing issued
Details, RF3 – new drawing issued
Safety Patch, RF4 – new drawing issued

NEW SKETCHES TO BE ISSUED:

Partial Plan Level 2 Code Analysis, SK-A122-1 – new sketch issued
Partial Plan Level 4 Code Analysis, SK-A124-1 – new sketch issued
Demolition Plan, SK-A141-1 – new sketch issued
Roof Plan – New Mechanical Unit on Exist. Roof, SK-A206-1 – new sketch issued
Roof Plan – New Link at Existing Roof, SK-A206-2 – new sketch issued
Partial Plan Level 4 E, SK-244-1 – new sketch issued
Partial Wall Sections, SK-A403-1 – new sketch issued
Partial Wall Sections, SK-A407-1 – new sketch issued
Partial Wall Sections, SK-A409-1 – new sketch issued
Partial Wall Sections, SK-A410-1 – new sketch issued
Partial Wall Sections, SK-A411-1 – new sketch issued
Level 1 – Partial Enlarged Floor Plans, SK-A600-1 – new sketch issued
Level 2 – Partial Enlarged Floor Plans, SK-A605-1 – new sketch issued
Level 2 – Partial Enlarged Floor Plans, SK-A608-1 – new sketch issued
Level 2 – Partial Enlarged Floor Plans, SK-A610-1 – new sketch issued
Level 2 – Partial Enlarged Floor Plans, SK-A612-1 – new sketch issued
Level 2 – Partial Enlarged Floor Plans, SK-A613-1 – new sketch issued
Level 3 – Partial Enlarged Floor Plans, SK-A627-1 – new sketch issued
Level 4 – Partial Enlarged Floor Plans, SK-A631-1 – new sketch issued
Interior Elevations, SK-A701-1 – new sketch issued
Special Millwork, SK-A712-1 – new sketch issued
Reflected Ceiling Plan Legend, SK-A811-1 – new sketch issued
Reflected Ceiling Plan Level 1 Blocks A & B - South, SK-A811-2 – new sketch issued
Reflected Ceiling Plan Level 1 Block C – South, SK-A812-1 – new sketch issued
Reflected Ceiling Plan Level 3 Block C – South, SK-A831-1 – new sketch issued
Reflected Ceiling Plan Level 3 Block E, SK-A834-1 – new sketch issued
Reflected Ceiling Plan Level 4 Block D, SK-A843-1 – new sketch issued
Reflected Ceiling Plan Level 4 Block D, SK-A843-2 – new sketch issued
Reflected Ceiling Plan Level 5 Block E, SK-A851-1 – new sketch issued
Same Day Surgery Phase 2, SK-SDS.2-1 – new sketch issued

SMRCC DRAWINGS TO BE ISSUED AS PART OF ADDENDUM NO. 1:

4513 LOUVER & METAL CLADDING REVEAL REF 450 - ADDENDUM 1 – NEW
4514 TYPICAL METAL CLADDING REVAL REF 450 - ADDENDUM 1 – NEW
4516 FND @ DUCT FOR FUTURE BUNKER EXPANSION ADDENDUM 1 – NEW
4520 CW AT MECH. PLENUM DETAIL ADDENDUM 1 – RE-ISSUED
4522 CW BASE AT BUNKER CORR 1C220-1 ADDENDUM 1 – RE-ISSUED
4548 THRESHOLD DETAIL WAITING ROOM 2C024-1 REF A452 - ADDENDUM 1 – NEW
4550 CW DETAILS AT CORRIDOR EAST WALL REF A452 - ADDENDUM 1 – NEW

4560 BRICK TO ROOF TRANSITION REF A452 + A350 - ADDENDUM 1 - NEW
4561 PATIO PLANTER DETAIL GRID 21 REF 5/A454 - ADDENDUM 1 - NEW
4566 TYPICAL FOUNDATION WALL AT BUNKER SECTION DETAIL ADDENDUM 1 - RE-ISSUED
4568 PATIO GUARD LEVEL 3 GRID PP ADDENDUM 1 - RE-ISSUED
4584 LOBBY BASE DETAILS 1:2 REF A453 - ADDENDUM 1 - NEW
4585 LOBBY DETAIL AT GRID MM REF A453 - ADDENDUM 1 - NEW
5503 FEATURE STAIR DETAILS 1:5 ADDENDUM 1 - RE-ISSUED
5504 TYPICAL GUARD AND HANDRAIL SECTION DETAILS 1:5 ADDENDUM 1 - RE-ISSUED
5506 STAIR 4G-SA DETAILS REF A503 - ADDENDUM 1 - NEW
5542 CONC STAIR TYP SECTION DETAIL ADDENDUM 1 - RE-ISSUED
5545 STEEL SERVICE STAIR TYPICAL SECTION DETAILS 1:10 ADDENDUM 1 - RE-ISSUED
5546 SECTION OF STAIR G-C 1:5 ADDENDUM 1 - RE-ISSUED
5547 SECTION OF HEAD OF STAIR G-C 1:5 ADDENDUM 1 - RE-ISSUED
5548 SECTION OF BASE OF STAIR G-C 1:5 ADDENDUM 1 - RE-ISSUED
5549 TYP ELEVATOR PIT LADDER ADDENDUM 1 - RE-ISSUED
5550 GUARD DETAILS @ EXIT STAIR DETAILS ADDENDUM 1 - RE-ISSUED
5551 BRIDGE CONNECTION AT STAIR LANDING ADDENDUM 1 - RE-ISSUED
6502 BRICK TO CURTAINWALL TRANSITION AT GRID 25 REF A452 - ADDENDUM 1 - NEW
6503 FLASH DETAIL AT GRID 25 REF A452 - ADDENDUM 1 - NEW
6505 TYPICAL PLAN DETAIL AT CIRCULAR ARCH CONC COLUMN 1:10 ADDENDUM 1 - NEW
6509 SEPARATE PRICE NO.XX BUNKER 1C239 1:50 ADDENDUM 1 - NEW
6530 CHEMO HAND SINK REF 657 + SECTION - ADDENDUM 1 - NEW
6531 DOOR JAMB DETAILS AT LEAD [PB] PROTECTION ADDENDUM 1 - RE-ISSUED
6543 EXTERIOR DOOR JAMB DETAIL AT VESTIBULE 1C220-2 REF 652 - ADDENDUM 1 - NEW
6544 EXTERIOR GLAZING AT BUNKER GLAZING REF 654 - ADDENDUM 1 - NEW
6545 RWL AND MULLION DETAIL AT BUNKER GLAZING REF 654 - ADDENDUM 1 -

RE-ISSUED

6546 FRAMED CURTAIN WALL AT COURTYARD REF 654 - ADDENDUM 1 - NEW
6547 LOBBY FRAMED CURTAIN WALL AT STAIR 2C-N REF 653 - ADDENDUM 1 - NEW
6548 CORRIDOR 3C001-3 + PATIO GLAZING REF 656 - ADDENDUM 1 - NEW
6549 STAFF LOUNGE 3C092 AND PATIO CORNER GLAZING REF 656 - ADDENDUM 1 - NEW
6550 BUNKER MAZE ROUND CORNER PLAN DETAIL REF A652 - ADDENDUM 1 - NEW
6553 LINEAR ACCELERATOR BASE FRAME PIT DETAILS ADDENDUM 1 - RE-ISSUED
6555 BORATED POLYETHYLENE SHEET DETAIL ADDENDUM 1 - RE-ISSUED
6556 TYPICAL LINEAR ACCELERATOR PIT DETAIL ADDENDUM 1 - RE-ISSUED
6559 FIRE RATED GLAZED ASSEMBLY DETAILS AT ROOM 3C019 REF A656 - ADDENDUM 1

NEW

6560 RECEPTION 2C021-2 DETAIL PLAN REF 653 - ADDENDUM 1 - NEW
6561 FIREPLACE WAITING 2C024 REF 653 - ADDENDUM 1 - RE-ISSUED
6562 RESOURCE AREA 2C057 REF 653 - ADDENDUM 1 - NEW
6568 FRAMED CURTAIN WALL AT PLENUM AND LOBBY REF 658 - ADDENDUM 1 - NEW
6569 FRAMED CURTAIN WALL AT UPPER COURTYARD REF 658 - ADDENDUM 1 - NEW
6572 GL MM @ SOUTH LOBBY FRAMED CURTAIN WALL REF 256 - ADDENDUM 1 - NEW
7502 TYPICAL CHEMO HEADWALL SECTION 1:10 ADDENDUM 1 - NEW
7503 COMPACT CHEMO HEADWALL SECTION DETAIL 1:10 ADDENDUM 1 - NEW
7504 PARTIAL HEIGHT WD P SCREENS 1:5 REF A752 - ADDENDUM 1 - RE-ISSUED
7508 TYPICAL HEADWALL AT EXAM ROOM ADDENDUM 1 - RE-ISSUED
7509 TYPICAL STRETCHER WAIT HEADWALL ELEVATION ADDENDUM 1 - RE-ISSUED

7511 TYP DETAILS – WOOD BASE AND PANELS 1:5 ADDENDUM 1 – RE-ISSUED
7515 MILLWORK STANDARD DETAIL SECTIONS various ADDENDUM 1 – RE-ISSUED
7520 PATIENT RESOURCE MILLWORK DRAWER STORAGE + UPPERS ADDENDUM 1 –

RE-ISSUED

7521 PATIENT RESOURCE MILLWORK PLAN DETAILS 1:10 ADDENDUM 1 – RE-ISSUED
7523 PATIENT RESOURCES TV STORAGE SECTION REF A752 - ADDENDUM 1 - NEW
7524 PASS THROUGH WINDOW 1:10 REF D6542 - ADDENDUM 1
7527 MIRROR AND TACKBOARD DETAILS various ADDENDUM 1 – RE-ISSUED
7533 TYPICAL MILLWORK DETAILS 1:20 ADDENDUM 1 – RE-ISSUED
7534 MILLWORK DETAILS ADDENDUM 1 – RE-ISSUED
7535 MILLWORK DETAILS ADDENDUM 1 – RE-ISSUED
7537 SPS SINK BACKSLASH AT CHEMO – SECTION DETAIL ADDENDUM 1 – RE-ISSUED
7539 CONTROL ROOM SCREEN SECTION DETAIL REF 3/750 - ADDENDUM 1 - NEW
7543 CONTROL ROOM SCREEN PLAN DETAIL REF 3/750 - ADDENDUM 1 - RE-ISSUED
7544 PATIENT SIGN-IN MILLWORK TYP REF A753 - ADDENDUM 1 - RE-ISSUED
7547 RECEPTION DESK DETAILS REF A753 - ADDENDUM 1 - NEW
7549 COMMUNICATION CHART REVIEW REF A753 - ADDENDUM 1 - NEW
7550 BUNKER LASER SUPPORT DETAILS 1:10 ADDENDUM 1 – RE-ISSUED
7551 MILLWORK DETAILS SECTION 1:25 ADDENDUM 1 – RE-ISSUED
7552 SECTION DETAIL AT SAGITTAL LASER ADDENDUM 1 – RE-ISSUED
7575 ELECTRIC FIREPLACE DETAILS ADDENDUM 1 – RE-ISSUED
7580 EXPANSION JOINT DETAILS 1:5 ADDENDUM 1 - NEW
7582 STONE COURSING AT TYPICAL ELEVATOR SHAFTWALL 1:2 ADDENDUM 1
7583 WALL AND WOOD FRAMED SCREEN DETAIL ADDENDUM 1 - NEW
8501 GWB BULKHEAD TO ACT DETAIL SECTION 1:5 ADDENDUM 1 – RE-ISSUED
8506 CT. SIMULATOR REF A816 - ADDENDUM 1 - NEW
8509 WASHROOM PARTITION STRUCTURAL SUPPORT 1:10 ADDENDUM 1 - NEW
8551 TREATMENT ROOM CEILING LASER MOUNT DETAIL ADDENDUM 1 - NEW

SK-ADDENDUM 1

SK-A256-1 PARTIAL LEVEL 5 FLOOR PLAN BLOCK G 1:100 ADDENDUM 1
SK-A266-1 PARTIAL LEVEL 6 ROOF PLAN BLOCK G 1:100 ADDENDUM 1
SK-A350-1 EAST ELEVATION BLOCK G 1:100 ADDENDUM 1
SK-A350-2 EAST ELEVATION BLOCK G 1:100 ADDENDUM 1
SK-A350-3 EAST ELEVATION BLOCK G 1:100 ADDENDUM 1
SK-A350-4 NORTH ELEVATION BLOCK G 1:100 ADDENDUM 1
SK-A351-1 SOUTH ELEVATION BLOCK G 1:100 ADDENDUM 1
SK-A351-2 SOUTH ELEVATION BLOCK G 1:100 ADDENDUM 1
SK-A351-3 SOUTH ELEVATION BLOCK G 1:100 ADDENDUM 1
SK-A351-4 PARTIAL BUILDING SECTION BLOCK G 1:100 ADDENDUM 1
SK-A351-5 PARTIAL BUILDING SECTION BLOCK G 1:100 ADDENDUM 1
SK-A352-1 PARTIAL ELEVATION AT RETAINING WALL 1:100 ADDENDUM 1
SK-A451-1 PARTIAL WALL SECTIONS BLOCK G 1:25 ADDENDUM 1
SK-A451-2 PARTIAL WALL SECTIONS BLOCK G 1:25 ADDENDUM 1
SK-A452-1 PARTIAL WALL SECTIONS BLOCK G 1:25 ADDENDUM 1
SK-A452-2 PARTIAL WALL SECTIONS BLOCK G 1:25 ADDENDUM 1
SK-A453-1 PARTIAL WALL SECTIONS 1:25 ADDENDUM 1
SK-A454-1 PARTIAL WALL SECTIONS 1:25 ADDENDUM 1
SK-A454-2 PARTIAL WALL SECTIONS 1:25 ADDENDUM 1
SK-A501-1 STAIR 5G-Q PLAN / SECTION PART OF DRAWING A501 1:50 ADDENDUM 1
SK-A551-1 STAIR 2G-C PLAN PART OF DRAWING A551 1:50 ADDENDUM 1
SK-A551-2 STAIR 2G-C PLAN PART OF DRAWING A551 1:50 ADDENDUM 1

SK-A651-1 PARTIAL LEVEL 1 FLOOR PLAN BLOCK G 1:50 ADDENDUM 1
SK-A652-1 PARTIAL LEVEL 1 FLOOR PLAN BLOCK G 1:50 ADDENDUM 1
SK-A652-2 PARTIAL LEVEL 1 FLOOR PLAN BLOCK G 1:50 ADDENDUM 1
SK-A652-3 PARTIAL LEVEL 1 FLOOR PLAN BLOCK G 1:50 ADDENDUM 1
SK-A652-4 PARTIAL LEVEL 1 FLOOR PLAN BLOCK G 1:50 ADDENDUM 1
SK-A654-1 PARTIAL LEVEL 2 FLOOR PLAN BLOCK G 1:50 ADDENDUM 1
SK-A655-1 PARTIAL L3 FLOOR PLAN 1:50 ADDENDUM 1
SK-A750-1 PARTIAL INTERIOR ELEVATION TREATMENT ROOM 1:25 ADDENDUM 1
SK-A750-2 PARTIAL INTERIOR ELEVATION BLOCK G 1:50 ADDENDUM 1
SK-A751-1 PARTIAL INTERIOR ELEVATION BLOCK G 1:50 ADDENDUM 1
SK-A752-1 PARTIAL INTERIOR ELEVATION BLOCK G 1:50 ADDENDUM 1
SK-A752-2 PARTIAL INTERIOR ELEVATION BLOCK G 1:50 ADDENDUM 1
SK-A752-3 PARTIAL INTERIOR ELEVATION BLOCK G 1:50 ADDENDUM 1
SK-A752-4 PARTIAL INTERIOR ELEVATION BLOCK G 1:50 ADDENDUM 1
SK-A752-5 PARTIAL INTERIOR ELEVATION BLOCK G 1:50 ADDENDUM 1
SK-A753-1 STAFF LOUNGE KITCHEN MILLWORK ELEVATION 1:50 ADDENDUM 1
SK-A753-2 INTERIOR ELEVATION BLOCK G 1:50 ADDENDUM 1
SK-A754-1 PARTIAL INTERIOR ELEVATION BLOCK G 1:50 ADDENDUM 1
SK-A816-1 CT SIMULATOR CEILING 1C154 + 1C156 1:100 ADDENDUM 1
SK-A826-1 CONFERENCE ROOM CEILING 1:100 ADDENDUM 1
SK-A836-1 MECH COORDINATION BLOCK G 1:100 ADDENDUM 1
SK-A836-2 CHEMO CLG - MECH COORDINATION BLOCK G 1:100 ADDENDUM 1
SK-A836-3 CHEMO CLG - MECH COORDINATION BLOCK G 1:100 ADDENDUM 1

RE-ISSUED LARGE DWG
A505 STAIR G-B BLOCK F 1:50 ADDENDUM 1

Civil Addendum

A1-48 REFER to the following Civil drawings C101, C102, C103, C104 and C105, dated July 14, 2008, being re-issued as part of this Addendum.

Landscape Addendum

A1-49 REFER to Landscape Addendum No. 1 consisting of two (2) pages dated July 14, 2008 and is appended hereto.

A1-50 REFER to the following Irrigation drawings IR1, North Entrance Irrigation Plan, IR2, Roof Gardens Irrigation Plans and IR3, Irrigation Details, dated July 14, 2008, being issued as part of this Addendum.

Structural Addendum

A1-51 REFER to Structural Addendum No. 1 consisting of fourteen (14) pages dated July 14, 2008 and is appended hereto.

Mechanical Addendum

A1-52 REFER to Mechanical Addendum No. 1 consisting of sixteen (16) pages dated July 14, 2008 and is appended hereto.

Electrical Addendum

A1-53 **REFER** to Electrical Addendum No. 1 consisting of twenty seven (27) pages dated July 14, 2008 and is appended hereto.

- End of Addendum 1-

Documents, contract requirements, specifications, drawings and schedules for



Royal Victoria Hospital

Project Manual
ROYAL VICTORIA HOSPITAL
Phase One Redevelopment Project
201 Georgian Drive
Barrie, Ontario

Are amended as follows:

Mechanical Addendum

- A1-1 REFER to Mechanical M1-Supplement to Addendum No. 1 consisting of one (1) page dated July 15, 2008 and is appended hereto.
- A1-2 Appended are the new/revised documents that are listed in the attached Mechanical Addendum and shall form part of the *Contract Documents*:
- 20 05 02 (R1) Mechanical Work in Phased Construction
 - 22 05 01 (R0) Plumbing General – RVH Hospital Equipment Schedule
 - 06 20 00 (R0) Drainage and Vent Piping PVC

- End of Addendum 1-

This Addendum forms Part of the RFP and Contract Documents for the above Project as follows:

E1-1 SPECIFICATIONS

1.1 Specification Section 26 01 01 Electrical General Requirements:

- .1 To Article 7.8, Wiring Terminations add new Paragraph .3 as follows:
 - .3 The following applies to all of :
 - .1 High Voltage Cables
 - .2 Wires & Cables (0-1000 volts)
 - .3 Grounding Secondary
 - .4 Splitters, Junction & Pull Boxes, Cabinets
 - .5 13.8 kV Switchboards
 - .6 Liquid Filled Power Transformers
 - .7 Dry Type Transformers +1000 volts
 - .8 Dry Type Transformers up to 600 volt Primary
 - .9 Low Voltage Switchboards
 - .10 Distribution Panels
 - .11 Lighting & Receptacle Panels
 - .12 Disconnect Switches
 - .13 Power Generation Diesel
 - .14 On Line UPS
 - .15 Automatic Transfer Switches

All cable terminations for High Voltage Cables and any Low Voltage Cable #4/0 and larger must be two hole long barrel compression connectors equal to Burndy YA-2N.

Note: Contractor is responsible for advising all equipment manufacturers, during the Bid Period, of this new requirement.

1.2 Specification Section 26 05 05 Phasing Requirements:

- .1 The Contractors attention is drawn to this Section so that it is clearly understood that there will be the need for a specific Electrical Phasing Plan based on the overall Project Phasing Plan. It also needs to be noted that there is every probability that various temporary Electrical Services will be required for the staged/ phased construction/ renovations in such areas as the Laboratory and Surgical Suite renovations and that these temporary services must be included as required.

1.3 Specification Section 26 07 06 Special Hospital Wiring:

- .1 To help better define the difference between "Critical Patient Care Areas" and "Intermediate Patient Care Areas" for this project note that any room equipped with Isolated Power is considered "Critical Patient Care" and ALL OTHER Patient Areas are considered "Intermediate Patient Care".
- .2 In Article 1.1, Description, Paragraph "Critical Care": add "Operating Rooms".

1.4 Specification Section 26 51 13 Lighting - Article 3.3 Luminaire List:

- .1 Add to Luminaire Type 'FE', 'FE1', 'FE2', Type 'FJ' and 'FJ1': Metalumen approved equal.

.2 Revise Luminaire Type 'FN' as follows:

FN	<p>Recessed 610mm x 1220mm x 100mm D min 2'-0" x 4'-0" x 4" D(min) custom fluorescent Operating Room luminaire with:</p> <ul style="list-style-type: none"> - one-piece seam welded housing - stainless steel wire mesh on the lens to prevent EMI - one piece continuous gasketed lens frame - smooth exterior lens - antimicrobial finish - four standard 32 watt, T-8 lamps - two standard 32 watt, T-8 lamps complete with green sleeves and dimmable <p>Note: <u>GREEN</u> lamps to have <u>their own Hi Lume dimming ballast and complete with connection for separate switch (dimmer) control.</u></p> <ul style="list-style-type: none"> - RFI protected <p>Luminaire shall be suitable for a "Clean Room" environment and "Clean Room" 2" T-Bar Ceiling.</p> <p>Luminaire to be Medium Grade IP65 certified.</p> <p>Voltage: 120 Volt</p> <p>Manufacturers: Kenall "SimpleSeal" #M2S-EF124 4/2-RS/DM7-2/D-120-2F-2H-MLP-Green Sleeve-TR</p> <p>Note: Green lamps to be on the side of the luminaire facing the walls.</p>	<p>4 - 32 Watt T8, RS and 2 - 32 Watt c/w Green Phosphor Sleeve</p>
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- .4 Add to Type 'FB' and 'FB1' : Kenall approved equal.
- .5 Add Luminaire Type 'FY2' : Luminaire shall be similar to Type 'FY1' except the luminaire shall be complete with 2- 32 Watt, T8, RS lamps.
- .6 Add to Type 'HB' and 'HB1' : Note # 3. Contractor to allow 12" minimum of gravel for drainage. Refer to Manufacturers Installation Sheets for exterior use.
- .7 Add Luminaire Type 'HC2' : Luminaire shall be similar to Type 'HC' except for interior applications.
- .8 Revise Luminaire Type 'HF' as follows: "Note: Column shall be mounted on a 5 degree tilt withwhen installed."
- .9 Add to Luminaire Type 'HJ' : Recessed 152mm Diameter (6" Dia.) adjustable HID downlight with Haze alzak reflector and Polished self flange as well as a white trim ring. Luminaire shall be suitable for mounting in an exterior soffit. The luminaire shall have a 35 degree vertical tilt and 360 degree horizontal rotation adjustment.

 Voltage: 120 volt
 Lamp: 1 - 39 Watt, T6 CMH

 Manufacturer: Lightolier # C6T6ACCDP/MHT6RF
 or approved equal by Consultant.

.10 Revise Luminaire Type 'HN' and 'HR' to : 175 Watt Metal Halide Lamp

.11 Add Luminaire Type 'HR' : Recessed 152mm Square (6" Sq..) HID downlight with Haze alzak reflector and trim ring. Luminaire shall be suitable for mounting in an exterior soffit.

Architect to select texture finish and flange finish from Manufacturers standard finishes.

Voltage: 120 volt
 Lamp: 1 - 100 Watt, ED 17 MH

Manufacturer: Kramer # KL6SQ100-XXS-XX-120
 or approved equal by Consultant.

.12 Revise Luminaire Type 'NC' as follows:

NC	<p>Recessed 162 mm (6.4") diameter LED luminaire with clear semi-specular reflector and white trim ring and acrylic .125 prismatic lens, smooth side out for cleanability. The luminaire shall be built with non-magnetic materials and suitable for the use in MRI rooms.</p> <p>The luminaire shall be suitable for mounting in T-bar or Drywall ceiling.</p> <p>The luminaire shall be complete with Antimicrobial finish.</p> <p>Luminaire shall be complete with Dimming Driver.</p> <p>Voltage: 120 Volt</p> <p>Manufacturers:</p> <p>Kenall: #MRIDL6VL-L38-35K-120-PAFW-PAH-CSS-U-DM</p>	38 Watt LED
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.13 Add to Luminaire Type 'DJ' : **Carry a cash allowance of \$50,000.00 for each luminaire. Refer to Article 1.4.4**

.14 Revise Luminaire Type 'DK' as follows:

DK	<p>Surface mounted exterior custom luminaire/ planter. The luminaire/planters shall consist of blue LED lighting components which will be fitted inside the bottom shining upwards to make the acrylic body glow.</p> <p>The luminaire shall have a water tight seal between the inner and outer components and be complete with all electrical components.</p> <p>An inner removeable liner shall be constructed from copper or stainless steel to prevent rusting and provide the planter for accepting planting material.</p> <p>All units shall be approved and labeled by an appropriate electrical inspection authority .</p> <p>Voltage: 120 Volt</p> <p>Manufacturers:</p> <p>Nelson & Garrett Custom Planters-LED-EG</p>	LED
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.15 Revise Luminaire Type 'LD' as follows:

LD	<p>LED illuminating 195.6mm (7.7") square x 119.4mm (4.7") Deep tile for exterior recessed inground use.</p> <p>The lens shall be tempered glass 1" thick and bonded to stainless steel housing providing a sealed enclosure. The surface of the lens shall be patterned with anti-slip squares.</p> <p>The LED light engine housing shall be constructed of stainless steel with a special diffuser. All internal components shall be sealed to prevent moisture entry.</p> <p>Luminaire shall be complete with remote 60 Watt power supply appropriate for the application. Electrical Contractor to confirm number of power supplies required.</p> <p>Architect to verify colour of LED's from manufacturers standard colours.</p> <p>Voltage: 120 Volt</p> <p>Manufacturers:</p> <p>Hess America LEDIA-LF-OD-08-10-X-Power Supply</p>	6 Watts LED
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.16 Revise Luminaire Type 'LG' as follows:

LG	<p>Ceiling Surface mounted 458mm x 349mm x 156mm D (18" x 13.75" x 6.1"D) for exterior canopy, LED luminaire. The luminaire shall be a slim profile, cast aluminum and high performance aluminum heatsinks specifically designed for LED's.</p> <p>Luminaire shall mount directly to canopy with lag bolts (by others).</p> <p>Architect to select finish from Manufacturers standard listed colours.</p> <p>Voltage: 120 Volt</p> <p>Manufacturers: RUUD #X-CL-0-5-3-051-B-1-X</p>	79 Watts LED
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1.5 **Specification Section 27 10 00 Structured Cabling:**

- .1 Reference Section 1.2 Summary of Work Included, Paragraph .6: Revise following paragraphs to read:
 - .1 10 Gig E switches/Routers
 - .10 All networking components will be within the Foundry line of products including, but not restricted to, FastIron GS Series, FastIron SuperX Family, Ironpoint Mobility Series, Ironview Network Manager, Ironpoint Mobility Manager.
 - .12 The architecture shall be designed as a fully meshed, layer 3, with 10Gig communication between all Switches. Only 10 Gb uplink cards shall be used. Server Farm, Core and Distribution switches shall be provided with maximum uptime with redundancy and rapid (1 to 3 seconds) stateful failover across Switch/Router.
- .2 Reference Section 8.1 Telecommunications Equipment Racks and Cabinets. Add the following statement:
 - .1 All racks in Hub Rooms shall be 4-post racks with 660mm of depth to support active network equipment.
- .2 Reference Section 9 Communications Backbone Cabling. Change throughout the Section the following:
 - .1 All fibres shall be terminated using "LC" not "SC" connectors. The Hospital is changing over to LC type for all future installs.
- .3 Reference Section 2.24 Quantities of Ethernet Ports. Change following paragraph to read:
 - .1 To be determined based on the horizontal wiring system communications drawings floor plans. Every data, CCTV Television, Wireless Access Point outlet shall be provided with active switch port.

1.6 Specification Section 27 20 00 Data Communications Network Equipment:

- .1 Reference Section 1.2 Work Included, Add the following statement:
 - .5 For high-density areas (ER, OR, DI, LAB) provide Foundry Networks chassis systems.
 - .6 The number of Data, CCTV cameras, Television and Wireless ports shall be provided based on count from the latest "issued for tender" floor plans.
 - .23 Hewlett-Packard will be named as the preferred data centre migration vendor to provide planning and resourcing for the physical and logical migration of specified servers and equipment to the new data centre
- .2 Reference Section 2.13 Pre-Approved Manufacturers and Alternates. Replace first paragraph with the following sentence:
 - .1 Foundry Networks, LAN solutions Installer/Contractor, will provision all data network switching and wireless equipment. Wallwins Data and Voice Networks will be the certified installer for commissioning of data network equipment.

1.7 Specification Section 27 31 05 Voice & Data Over Wireless LAN System

- .1 Reference Section 2. Equipment Manufacturer. Replace this section to read:
 - 2. **Equipment Contractor/Manufacturers:**
 - .1 **The Hospital's acceptable V&DoWLAN equipment contractor/manufacturers is Foundry Networks (contact is Tony van Kessel at 905-478-8123, fax 905-892-0203, email tvkessel@foundrynet.com).**
 - .2 **The Hospital's acceptable WLAN Security Switch shall be Foundry Networks Iron Point Mobility Series.**
 - .3 **The Hospital's acceptable MERU wireless products can be utilized for the outside of the building coverage.**
- .2 Reference Section 1.3. Scope of work. Add the following:
 - .7 In building Wireless system shall provide coverage for Data and Voice applications. Outside of the building Wireless system (including Hospital's site) shall provide coverage for Voice applications.
 - .8 Review existing installation and provide additional 50 Wireless Access Points that will be used in order to provide adequate voice and data coverage (55 db signal).

1.7 Reference Section 28 23 00 Cancer Centre Patient CCTV Monitoring Systems:

- .1 Revise the title of this Section to Patient CCTV Monitoring Systems, ie delete the reference to the Cancer Centre as the Section now applies to other areas of the Project.

.2 Revise Article 1.2 Work Included, Paragraph .1 to read:

- “1 Certain Patient areas of this project is to be provided with local independent Patient CCTV Monitoring Systems. The systems shall be provided for the following areas:
- .2 Cancer Centre Radiation Treatment Room #1C221
 - .3 Cancer Centre Radiation Treatment Room #1C227
 - .4 Cancer Centre Radiation Treatment Room #1C233
 - .5 Cancer Centre Radiation Treatment Room #1C239
 - .6 Cancer Centre CT Sim Suite #1C156
 - .7 Medical Imaging CT Scanner #1
 - .8 Medical Imaging CT Scanner #2 “

.3 Revise Article 1.2 Work Included, Paragraph .7 to read:

- “7 System Supplier
The local patient CCTV monitoring systems shall be supplied, installed and commissioned by the Division 26 Contractor. System to be purchased from:
- .1 Chubb Security Systems
Telephone 905.629.2430 or 800.661.4149 Ext. 31.3596 Fax 905.206.8486
Email lloyd.macpherson@chubbsecurity.com “

THE FOLLOWING DRAWINGS ARE ISSUED WITH THIS ADDENDUM

Full Size Drawings re-issued:

Drawing No. E105 - Electrical Site Plan - Lighting
Drawing No. E106a - Electrical Site Plan Lighting - Level 2
Drawing No. E106b - Electrical Roof Garden Lighting Plans and Details
Drawing No. E323 - Second Floor Lighting Layout Block B - C North
Drawing No. E325 - Second Floor Lighting Layout Block E - F

Full Size Drawings New Issued:

Drawing No. E970 - Wireless Telephone Access Points - Site Plan

Sketches: New Issued

Sketch SK-E101-1
Sketch SK-E102-1
Sketch SK-E103-1
Sketch SK-E111-1
Sketch SK-E112-1
Sketch SK-E113-1
Sketch SK-E206-1
Sketch SK-E210-1
Sketch SK-E312-1
Sketch SK-E312-2
Sketch SK-E312-3
Sketch SK-E315-1
Sketch SK-E315-2
Sketch SK-E320-1
Sketch SK-E320-2
Sketch SK-E320-3
Sketch SK-E321-1
Sketch SK-E321-2
Sketch SK-E322-1
Sketch SK-E322-2
Sketch SK-E322-3
Sketch Sk-E323-1
Sketch SK-E324-1
Sketch SK-E324-2
Sketch SK-E324-3
Sketch SK-E325-1
Sketch SK-E326-1
Sketch SK-E326-2
Sketch SK-E326-3
Sketch SK-E335-1
Sketch SK-E335-2
Sketch SK-E344-1
Sketch SK-E344-2
Sketch SK-E344-3
Sketch SK-E345-1
Sketch Sk-E345-2
Sketch SK-E345-3
Sketch SK-E350-1

Sketch SK-E420-1
Sketch SK-E420-2
Sketch SK-E423-1
Sketch SK-E425-1
Sketch SK-E520-1
Sketch SK-E520-2
Sketch SK-E520-3
Sketch SK-E523-1
Sketch SK-E525-1
Sketch SK-E525-2
Sketch SK-E700-1
Sketch SK-E700-2
Sketch SK-E700-3
Sketch SK-E702-1
Sketch SK-E703-1
Sketch SK-E812-1
Sketch SK-E816-1
Sketch SK-E827-1
Sketch SK-E827-2
Sketch SK-E920-1
Sketch SK-E920-2
Sketch SK-E920-3
Sketch SK-E922-1
Sketch SK-E923-1
Sketch SK-E925-1

E1-2 DRAWINGS

2.1 Electrical Drawing No. E100 - Electrical Drawing List (Drawing not re-issued):

- .1 Revise drawing tile for E970 by deleting the words " (DRAWING NOT ISSUED). Electrical drawing # E970 is being issued as part of this addenda.

2.2 Electrical Drawing No. E102 - Electrical Site Plan (Drawing not re-issued):

- .1 Revise legend as show on attached Sketch SK-E101-1.

2.3 Electrical Drawing No. E102 - Electrical Site Plan (Drawing not re-issued):

- .1 Provide new 600 volt feeder from Room #1G655 to existing Parking Lot Distribution Shed as shown on attached Sketch SK-E102-1.

2.4 Electrical Drawing No. E103 - Incoming 44kV Service & Substation Details - Sheet 1 (Drawing not re-issued):

- .1 Code required clearance dimensions and a new Note to be added to Detail 2/ E103 as per attached Sketch SK-E103-1.

2.5 Electrical Drawing No. E105 - Electrical Site Plan - Lighting (Drawing re-issued):

- .1 Reference Detail bubbles added for clarification.
- .2 Lighting standards added as indicated.

2.6 Electrical Drawing No. E106a - Electrical Site Plan Lighting - Level 2 (Drawing re-issued):

- .1 Lighting, power, systems and circuiting revised as indicated on Details #5, 6, 7 and 8.
- .2 Detail #9 added for canopy lighting.
- .3 Detail #10 added for photocell wiring.

2.7 Electrical Drawing No. E106b - Electrical Roof Garden Lighting Plans and Details (Drawing re-issued):

- .1 Lighting revised as indicated on Detail #4.
- .2 Circuiting added on Details #2, #3, #4 and #5.
- .3 Lighting layout added and revised for Roof Garden #1 (originally shown on drawing no. E326).

2.8 Electrical Drawing No. E111 - Electrical Infrastructure Plan - Level 3 (Drawing not re-issued):

- .1 Run a new 50mm conduit from the existing RVH Auditorium A/V Rack down thru the floor to Level 2 ceiling space as shown on attached Sketch SK-E111-1 (see also Drawing SK-E923-1).

2.9 Electrical Drawing No. E112 - Electrical Infrastructure Plan - Level 2 (Drawing not re-issued):

- .1 Note that, in each of the two 50mm conduits running from the "existing CACF & Security Room #2115" to the "new CACF Room #2G003" the Electrical Contractor is to pull-in a multi-conductor Elevator cable supplied by the Elevator manufacturer. To assist in determining the exact length of cable required, the Electrical Contractor will need to provide, to the Elevator manufacturer, the dimension of the run of this connection.
- .2 Note that the 50mm conduit shown running from each new Elevator to the "new CACF Room #2G003" needs to run down in the Elevator Shaft, or some other riser location, to the Elevator pit.
- .3 Note that, in each of the 50mm conduits running from the five new Elevator shafts to the "new CACF Room #2G003" the Electrical Contractor is to pull-in a multi-conductor Elevator cable supplied by the Elevator manufacturer. To assist in determining the exact length of cable required, the Electrical Contractor will need to provide, to the Elevator manufacturer, the dimension of the run of this connection from the pit to the CACF.
- .4 Run new 50mm conduits for MIS "remote viewing" to both the existing Level 3 Auditorium and the new Cancer Centre Classroom in the Level 2 ceiling space as shown on attached Sketch SK-E112-1 (see also Drawing SK-E923-1).
- .5 Run new 50mm conduits for MIS from each Operating Room to the new MIS Hub Room in the Level 2 ceiling space as shown on attached Sketch SK-E112-1.

2.10 Electrical Drawing No. E113- Electrical Infrastructure Plan - Level 1 (Drawing not re-issued):

- .1 Route a new feeder for the existing Parking Lot Distribution Shed from Room #1G003 to Room #1G655 as shown on attached Sketch SK-E113-1.

2.11 Electrical Drawing No. E200- Normal Power Main Single Line Diagram (Drawing not re-issued):

- .1 Note that the existing 44kV outdoor weather-proof 800 amp, 3 phase, 3 wire throat and flange modified for connection to new Transformer #T-1 will require on-site ESA "Special Approval" and any/all costs associated with obtaining this "Special Approval" must be included.
- .2 Revise both new 13.8 kV Feeders running from 15kV Switchboard 'AAA' to new 15kV Switchboard 'AAA1' from 3 # 1, 1/c CU..." to 3 # 3/0, 1/c CU..."

- 2.12 **Electrical Drawing No. E201- Emergency Power Main Single Line Diagram (Drawing not re-issued):**
- .1 Revise both new 600 volt Feeders running from 600 volt Switchboard 'EA1' to new Transformers #1-GE1' & #1-GE2' from "2 parallel runs of 4 # 4/0 - 100mm Conduit" to "2 parallel runs of 3 # 250MCM plus ground - 100mm Conduit".
- 2.13 **Electrical Drawing No. E206 - Miscellaneous Electrical Distribution Diagrams - Sheet 1 (Drawing not re-issued):**
- .1 Add a 200 amp, 600 volt feeder from each of DP-'1EAA1' and DP-'1AA4' to a new 200 amp, 600 volt manual transfer switch and from the Transfer Switch to the existing Parking Lot Distribution Shed as shown on attached Sketch SK-E206-1.
- 2.14 **Electrical Drawing No. E210 - Electrical Composite Panel Schedule (Drawing not re-issued):**
- .1 Revise breaker quantities for panels ' LR-2-1EB6 ', ' LR-2-2L1 ' as shown on attached Sketch SK-E210-1.
 - .2 Add ' Lock-On ' device for circuit # 2, as shown on attached Sketch SK-E210-1.
 - .3 Revise breaker quantities for panel ' LR-2-5B4 ', for 20A, 1P breakers from 0 units to 3 units, and 15 spaces to 12 spaces.
 - .4 Revise breaker quantities for panel ' LR-2-7B1 ', for 20A, 1P breakers from 12 units to 14 units, and 24 spaces to 22 spaces.
- 2.15 **Electrical Drawing No. E301 - Basement Level Lighting, Power, Systems and Communications - Plan (Drawing not re-issued):**
- .1 In Vestibule #1C000-4 (at doors to Corridor #1C000-5), add a 'single face' ceiling mounted exit light type 'X1' (circuit #6EB1-1).
 - .2 In Corridor #1C000-3 (at doors to Vestibule #1C000-4), add a 'single face' ceiling mounted exit light type 'X1' (circuit #6EB1-1).
- 2.16 **Electrical Drawing No. E312 - First Floor Lighting Layout Block A-B North (Drawing not re-issued):**
- .1 In Waiting #1247 (at door to Corridor #1215), add a 'single face' ceiling mounted exit light type 'X' (circuit #7EB2-1).
 - .2 In Corridor #1247D (on north wall adjacent Room #1246), add a wall mounted exit light type 'X' (circuit #7EB2-1).
 - .3 Delete lighting layout within Hall Room # 1127 and Existing WR/SHWR Room # 1129, as shown on attached Sketch SK-E312-1
 - .4 Revise lighting layout in WR # 1G671A, WR # 1G671B and WR # 1G659C as indicated on Sketch SK-E312-2.
 - .5 Revise lighting layout in the following rooms; Information # 1238, Coats Room # 1194B and Admin Assit. Room # 1195, as shown on attached Sketch SK-E312-3.
- 2.17 **Electrical Drawing No. E313 - First Floor Lighting Layout Block B-C North (Drawing not re-issued):**
- .1 In Mechanical #1G023 (at doors to Corridor #1G010-1), add a wall mounted exit light type 'X1' (circuit #6EB1-1).
- 2.18 **Electrical Drawing No. E315 - First Floor Lighting Layout Block F-G (Drawing not re-issued):**
- .1 In Corridor #1C000-2 (east side), change ceiling mounted 'single face' exit light to a 'double face' exit

- light.
- .2 At Stair #1C-P, delete ceiling mounted exit light at doors to Corridor #1G005-3.
 - .3 At Stair #1C-P, add a double face ceiling mounted exit light type 'X' at entrance to Corridor #1C120-1.
 - .4 In Bunker AHU Room #1G005 (at doors to Corridor #1G000-2), add a wall mounted exit light type 'X1' (circuit #6EB1-1).
 - .5 At intersection of Corridors #1G010-1 and 1G000-2, connect ceiling mounted exit light to circuit #6EB1-1.
 - .6 In Waiting #1C155, add a wall mounted 20A, 120V toggle switch for luminaire type 'FE' and luminaire type 'CD' to be circuited with corridor lighting (5B3-1.2).
 - .7 Revise luminaire type and lighting layout in Corridor # 1G000-3 and Corridor 1G000-2 as shown on attached Sketch SK-E315-1.
 - .8 Revise lighting layout and quantity in Corridor # 1G005-3 West of double door entry to Corridor # 1C019-1, as shown on attached Sketch SK-E315-2.
 - .9 In Reception # 1C187, revise luminaire type 'DC' (total 4 units on circuit # 5B4-1.4) to luminaire type 'NE'.
 - .10 In PC Anteroom # 1C166, revise luminaire type 'FA' (1 unit on circuit # 5EB3-2) to luminaire type 'FL'.
 - .11 In Workroom Elect & Machine Shop Room # 1C088, revise luminaire type 'FA1' (3 units on circuit # 5B1-2 and 5EB1-2) to luminaire type 'FA'.

2.19 **Electrical Drawing No. E320 - Second Floor Lighting Layout Block A-B South (Drawing re-issued):**

- .1 In Corridor #2308A (at door to Corridor #2319), add a 'single face' ceiling mounted exit light type 'X' (circuit #2EB5-1).
- .2 Lighting layout revised in the following areas, as follows; Existing Corridor # 2239, Waiting Room # 2440, Gowned Waiting Room # 2313 and the whole of Laboratory Department, as shown on attached Sketch SK-E320-1, SK-E320-2 and SK-E320-3.
- .3 In ISO Room # 2357, delete the luminaire type 'FS' on circuit # 2B8-4-1 along the North Wall of room. Revise the luminaire type 'FG' (2 units) to luminaire type 'FY2'.

2.20 **Electrical Drawing No. E321 - Second Floor Lighting Layout Block B-C South (Drawing not re-issued):**

- .1 In Recovery Bays #2538, add two 'double face' ceiling mounted exit light type 'X' at north corridor (west and east side) and at south corridor (west side). Connect to existing exit light circuit.
- .2 In Room #2550, change switch on west wall to a motion sensor switch and delete 3-way switch on east wall.
- .3 In Room #2557, change switch on north wall to a motion sensor switch.
- .4 Revise lighting layout in O.R Control Center Room # 2544, Blood Room # 2555, Recovery Bays # 2538 and ISO Room # 2538A, as shown on attached Sketch SK-E321-1.
- .5 Revise lighting layout within the Physicians Lounge/Workroom # 2521 and Entry Room # 2518, as shown on attached Sketch SK-E321-2.

2.21 **Electrical Drawing No. E322 - Second Floor Lighting Layout Block A-B North (Drawing not re-issued):**

- .1 In Corridor #2G360-4, add 2 'double face' ceiling mounted exit lights type 'X' at east end and one 'single face' at the west end.
- .2 In Gift Shop #2217 (at door to Vestibule #2216), relocate existing exit light to new ceiling.
- .3 In Corridor #2G661-4, relocate ceiling mounted exit light at grid L to east side between grids J and K. Also, add a 'single face' exit light type 'X' adjacent Room #2G779 (circuit #7EB4-1).
- .4 In Room #2G701, change circuit number for luminaires to 3B10-5.1 and delete switch on northwest wall.
- .5 Revise lighting layout for the Patient Rooms # 2G404 through Patient Rooms # 2G410, as shown on

attached Sketch SK-E322-1.

- .6 Revise lighting layout within the Health Records Coding/Transcription Room # 2G711 and Lobby Area # 2124, as shown on attached SK-E322-2.
- .7 Revise lighting layout in Waiting Room # 2240, Reception # 2241 and Gowned Waiting Room # 2313, as shown on attached Sketch SK-E322-3.

2.22 Electrical Drawing No. E323 - Second Floor Lighting Layout Block B-C North (Drawing re-issued):

- .1 Add Lighting for new MIS HUB Room as shown on attached Sketch SK-E323-1
- .2 At Entry #2576B, add a `single face' ceiling mounted exit light type `X' (circuit #1EB5-1).
- .3 Add, at the "Nurses Desk" (refer to Drawing E-702 for desk location) in each of Rooms #2501, #2573, #2578 & #2582, two fluorescent dimmers for the "Green Lamps" in the Type 'FN' lights. Note that the three way switch, the single pole switch and the incandescent dimmer, currently shown at the room entrance door area, are also to be located at the "Nurses Desk".
- .4 In Techs #2G125, delete ceiling mounted exit light.
- .5 In Reception #2G045 (on south counter adjacent other switches), add a 20A, 120V toggle switch for lighting circuit #6B2-5.3.

2.23 Electrical Drawing No. E324 - Second Floor Lighting Layout Block D-E (Drawing not re-issued):

- .1 In Corridor #2G690-2 (at intersection of Corridor #2G690-1), add a `single face' ceiling mounted exit light type `X' (circuit #7EB2-1).
- .2 In Room #2G840, 2G807 and 2G749A, change standard switches to motion sensor switches (5 Total).
- .3 In Vestibule #2G757-2 (at door to Corridor #2G661-3), add a `single face' ceiling mounted exit light type `X' (circuit #7EB3-1).
- .4 Revise lighting layout in Vestibule 2G611-1, 2G611-2, ISO Room # 2G870 and Private Room # 2G829, as shown on attached Sketch SK-E-324-1.
- .5 Revise lighting layout from Paeds Room # 2G753 to ATZ Charge Room # 2G448, as shown on attached Sketch SK-E324-2.
- .6 Revise lighting layout in Reception 2G832, Manager # 2G861, Consultant # 2G861, Manager # 2G855 and HR Consultant # 2G853, as shown on attached Sketch SK-E324-3.

2.24 Electrical Drawing No. E325 - Second Floor Lighting Layout Block F (Drawing re-issued):

- .1 Revise the Lighting in the area of Rooms #2G345 & #2G349.
- .2 Add a Note to the Lighting in Room #2G345 & #2G349 reading "Lighting, outlets and related wiring, conduit in these rooms must be totally non-ferrous. Wiring must pass through an RF Filter located in the related Equipment Room. See also Details on Drawing E-703." Note also that the switches, dimmer shown in each of these rooms are actually to be located in the related Control Room.
- .3 In Room #2G568, 2G568A and 2G055, change standard switches to motion sensor switches (5 Total).
- .4 In Stair #2G-R, relocate wall mounted exit sign to east wall in southeast corner and add a wall mounted exit sign type `X' over exterior door.

2.25 Electrical Drawing No. E326 - Second Floor Lighting Layout Block F-G (Drawing not re-issued):

- .1 In Lobby #2G000-2 (at door to Vestibule, grids JJ/3), add a `single face' wall mounted exit light type `X' (circuit #6EB4-1).
- .2 In Lobby #2G000-4 (at exterior door, grids LL/25), add a `single face' wall mounted exit light type `X' (circuit #6EB2-1).
- .3 In Room #2C128, change standard switch to motion sensor switch.
- .4 Revise Lobby 2G000-2, 2G000-3, 2G000-4 lighting layout as shown on attached Sketch SK-E326-1 and SK-E326-2.

- .5 Revise lighting control in Collect Room # 2C094 individual patient bays, as shown on attached Sketch SK-E326-3.

2.26 Electrical Drawing No. E333 - Third Floor Lighting Layout Block B-C North (Drawing not re-issued):

- .1 In Entry #3713, add a `double face' ceiling mounted exit light type `X' (connect to existing exit light circuit).
- .2 In Corridor #3724 (at door #3724), add a `single face' ceiling mounted exit light type `X' (connect to existing exit light circuit).
- .3 In Staff Workroom #3774, add a ceiling mounted occupancy sensor (type B) for all luminaires. Delete 3 @ 3-way switches on north wall and change 3 @ 3-way switches on south wall to 3 single pole 20A switches.
- .4 At intersection of Corridors #3739 and 3730, add a ceiling mounted `single face' exit light type `X' (connect to existing exit light circuit).
- .5 Revise luminaire type `NG' (2 units) located in Corridor # 3724 (North end) to luminaire type `FG'.

2.27 Electrical Drawing No. E334 - Third Floor Lighting Layout Block D-E (Drawing not re-issued):

- .1 In Room #3G545, 3G555, 3G532 and 3G571, change standard switches to motion sensor switches (6 Total).
- .2 Delete luminaire type `FS' in Alcove # 3G597 (2 units) and replace with luminaire type `LC' (3 units equally spaced).
- .3 Delete luminaire type `FS' in Alcove # 3G598 (1 units) and replace with luminaire type `LC' (1 unit) centered in space.
- .4 Delete luminaire type `FS' in Alcove # 3G536 (1 unit) and replace with luminaire type `LC' (2 units equally spaced).
- .5 Add one luminaire type `FF' in Reception # 3G516 on circuit 7B4-3.1 and positioned between the current `FF' luminaires.
- .6 Add down light luminaire type `CC' on circuit 7B4-4.13 over sink in Galley # 3G507 complete with control switch on South wall (West end).
- .7 Add luminaire type `HJ' (2 units equally spaced) on circuit 7B4-9-3 located within the Balcony space, complete with wall mounted control switch within Corridor 3G502-1.

2.28 Electrical Drawing No. E335 - Third Floor Lighting Layout Block E-F (Drawing not re-issued):

- .1 In Room #3G104 and 3G137, change standard switches to motion sensor switches (4 Total).
- .2 In Staff Lounge #3G114/3G114C, add a ceiling mounted occupancy sensor (type B) for all luminaires. Delete single pole 20A switch in Room #3G114C.
- .3 Add two luminaire type `CP' on circuit 6B6-1.3 equally spaced in front of double doors (South side) located in Corridor # 3G300-2.
- .4 Delete luminaire type `FS' in Alcove # 3G185 (2 units) and replace with luminaire type `LC' (3 unit) equally spaced.
- .5 Delete luminaire type `FS' in Alcove # 3G184 (1 unit) and replace with luminaire type `LC' (1 unit) centered in space.
- .6 Add lighting layout within Shell Space # 3G379 luminaire type `FE2', as shown on attached Sketch SK-E335-1.
- .7 Revise lighting layout in Alcove # 3G136, Reception 3G3116, Nurse's Manager's Office # 3G110 and Galley # 3G104, as shown on attached Sketch SK-E335-1.

2.29 Electrical Drawing No. E336 - Third Floor Lighting Layout Block D-E (Drawing not re-issued):

- .1 In Corridor #3C005-1 (adjacent Room #3C021), add a `single face' ceiling mounted exit light type `X' (circuit #5EB1-1).
- .2 In Corridor #3C001-1 (at door to Waiting #3C110-1), add a `double face' ceiling mounted exit light type `X' (circuit #5EB2-1).

- .3 In Waiting #3C110-1 (adjacent Corridor #3C001-5), add a `single face' ceiling mounted exit light type `X' (circuit #5EB2-1).
- .4 In Corridor #3C001-2 (adjacent Corridor #3C002-3), add a `single face' ceiling mounted exit light type `X' (circuit #5EB2-1).
- .5 In Corridor #3C002-2 (at door to Corridor #3C004-2), add a `single face' ceiling mounted exit light type `X' (circuit #5EB2-1).
- .6 In Rooms #3C019 and 3C080, change occupancy sensor type A to type B.
- .7 Revise luminaire type `DC' (8 units) at Communication/Charts Review # 3C031 and 3C047 to luminaire type `NE'.
- .8 Delete luminaire type `NE' (6 units) on cricuit # 5B2-1.1 within Stair # 3C-PP.
- .9 Add Luminaire type `CH' on circuit # 5Eb2-3 within WC # 3C057.
- .10 Add luminaire type `CH' on circuit # 5EB2-2 in each WC # 3C079 and 3C107.

2.30 Electrical Drawing No. E344 - Fourth Floor Lighting Layout Block D-E (Drawing not re-issued):

- .1 In Shell Space Corridors, delete 3-way switches (8 Total) and add occupancy sensors type A (5 Total, 2 in Corridor #4G550-1).
- .2 Add luminaire type `FE2' within Shell Space # 4G567A, as shown on attached Sketch SK-E344-1.
- .3 Delete two luminaire type `FC' at West end of Corridor # 4G522-1 and replace with three luminaire type `CR' positioned as per architect's reflected ceiling.
- .4 Revise lighting within Meeting Room # 4G504 and Office # 4G503, as shown on attached Sketch SK-E344-2.
- .5 Revise lighting layout within Meeting Room #4G345 and Meeting Room # 4G343, as shown on attached Sketch SK-E344-3.

2.31 Electrical Drawing No. E345 - Fourth Floor Lighting Layout Block E-F (Drawing not re-issued):

- .1 In Corridor #4G370-4 (west side), add a `single face' ceiling mounted exit light type `X' (circuit #6EB5-3).
- .2 In Corridor #4G370-5 (at door to Corridor #4G305-2), add a `single face' ceiling mounted exit light type `X' (circuit #6EB5-3).
- .3 In Corridor #4G305-2 (east and west side), add a `single face' ceiling mounted exit light type `X' (circuit #6EB4-3).
- .4 Revise lighting layout in Conference Room # 4G435 and Nurse's Station # 4G391-3, as shown on attached Sketch SK-E345-1.
- .5 Revise lighting layout within Family Lounge Waiting # 4G390, Resource Program # 4G373, at double doors in Corridor # 4G305-2 and Meeting Rooms # 4G328, 4G326, as shown on attached sketch SK-E345-2.
- .6 Revise lighting layout in Reception # 4G116 and Nurse's Manager Office # 4G110, as shown on attached Sketch SK-E345-3.
- .7 Delete luminaire type `FS' in Alcove # 3G185 (2 units) and replace with luminaire type `LC' (3 unit) equally spaced.
- .8 Delete luminaire type `FS' in Alcove # 3G184 (1 unit) and replace with luminaire type `LC' (1 unit) centered in space.

2.32 Electrical Drawing No. E346 - Fourth Floor Lighting Layout Block F-G (Drawing not re-issued):

- .1 Add one ceiling mounted exit sign luminaire type `X' on circuit # 5EB1-1 in Corridor # 4C008-1 facing entry door # 4C-P.

2.33 Electrical Drawing No. E350 - Fifth Floor Lighting Layout Block D-E (Drawing not re-issued):

- .1 Add two luminaire type `FL' within Mechanical Room # 5G502 and Mechanical Room 5G360, as shown on attached Sketch SK-E350-1.

2.34 Electrical Drawing No. E351 - Fifth Floor Lighting Layout Block E-F (Drawing not re-issued):

- .1 In Electrical #5G310 (at entrance), add single face ceiling mounted exit light type 'X' (circ #7EB2-1).
- .2 In Electrical #5G100 (at each entrance), add single face ceiling mounted exit light type 'X' (circ #6EB2-1).
- .3 Add one exterior luminaire type 'HH' on circuit 6B2-4-3, mounted over Snow Mitigation Screen Door complete with weatherproof switch.

2.35 Electrical Drawing No. E420 - Second Floor Power Layout Block A-B South (Drawing not re-issued):

- .1 Revise the power layout within the Laboratory area to extent as shown on attached Sketch SK-E420-1.
- .2 Revise the power layout within the Laboratory Administration area, Path Office # 2436C through to Staff Room # 2466, and part of laboratory area, as shown on attached Sketch SK-E420-2.

2.36 Electrical Drawing No. E423 - Second Floor - Power - Block B-C North (Drawing not re-issued):

- .1 Add Power for new MIS HUB Room as shown on attached Sketch SK-E423-1
- .2 In each of (Operating) Rooms #2573 (on the north wall), #2578 (on the south wall) & #2582 (on the south wall) add four 15 amp, 120 volt emergency power circuits for wall mounted MIS Cabinet. Receptacles to be mounted in special box in the MIS Equipment Rack as shown on Drawing E-702 for the monitor location. Feed each circuit from a dedicated circuit in LR-'2-1EB6' also as shown on Drawing E-702, (ie there are four circuits per room, twelve total).
- .3 In each of (Operating) Rooms #2501, #2573, #2578 & #2582 add two in-ceiling space 15 amp, 120 volt emergency power duplex receptacles for suspended monitors. Feed each receptacle from a dedicated circuit in LR-'2-1EB6' , (ie there are two circuits per room, eight total).
- .4 In each of (Operating) Rooms #2573 (on the east wall, north end) , #2578 (on the west wall, south end) & #2582 (on the west wall, north end) add two 15 amp, 120 volt emergency power duplex receptacles for MIS Nurses Station (receptacles to be 600 mm above floor). See also Drawing E-702 for the Nurses Station location. Feed each receptacle from a dedicated circuit in LR-'2-1EB6' , (ie there is one circuit per room, three total).
- .5 In each of (Operating) Rooms #2573 (on the east wall, south end) , #2578 (on the west wall, north end) & #2582 (on the east wall, north end) add two 15 amp, 120 volt emergency power duplex receptacles for MIS PACS Station (receptacles to be 600 mm above floor). See also Drawing E-702 for the PACS Station location. Feed each receptacle from a dedicated circuit in LR-'2-1EB6' , (ie there is one circuit per room, three total).
- .6 In each of (Operating) Rooms #2573, #2578 & #2582 add at the mid point on each of the east and west walls a 15 amp, 120 volt emergency power duplex receptacles for wall mounted MIS monitors (receptacles to be 2100 mm above floor). See also Drawing E-702 for the monitor location. Feed each receptacle from a dedicated circuit in LR-'2-1EB6' , (ie there is one circuit per room, three total).
- .7 In Operating Room #2582 only add a second ceiling outlet for surgical light (towards the foot of the OR Table). Connect to circuit IPC-OR10A-2 and wired to the "Controller" (a second controller for this room will be required).

2.37 Electrical Drawing No. E424 - Second Floor - Power Layout - Block D-E North (Drawing not re-issued):

- .1 On the exterior wall at Vestibule #2G680-1, at Stair No. 2G-Z and Stair No. 2G-W, add a 15A, 120V weatherproof GFI grounded duplex receptacle. Provide a 15A, 120V breaker in panel LR-2-7B1 to

- feed receptacles.
- .2 On the exterior wall at Vestibule #2G611-1 and Decontam. #2G557, add a 15A, 120V weatherproof GFI grounded duplex receptacle. Provide a 15A, 120V breaker in panel LR-2-6B7 to feed receptacles.
- 2.38 **Electrical Drawing No. E425 - Second Floor Power Layout Block E-F North (Drawing not re-issued):**
- .1 Revise the Power in the area of Rooms #2G345 & #2G349 as shown on attached Sketch #SK-E425-1.
 - .2 Add a Note to the Power in Room #2G345 & #2G349 reading "Receptacles, outlets and related wiring, conduit in these rooms must be totally non-ferrous. Wiring must pass through an RF Filter located in the related Equipment Room. See also Details on Drawing E-703."
 - .3 On the exterior wall at Stair No. 2G-R and Room #2G281 (adjacent exterior door), add a 15A, 120V weatherproof GFI grounded duplex receptacle. Provide a 15A, 120V breaker in panel LR-2-6B4 to feed receptacles.
- 2.39 **Electrical Drawing No. E426 - Second Floor Power Layout Block F-G North (Drawing not re-issued):**
- .1 On the exterior wall at Stair No. 2C-N, at Council #2C108 (east wall) and Exam #2C116 (east wall), add a 15A, 120V weatherproof GFI grounded duplex receptacle. Provide a 15A, 120V breaker in panel LR-2-5B1 to feed receptacles.
 - .2 On the exterior wall at Exam #2C153 (east wall), add a 15A, 120V weatherproof grounded duplex receptacle. Provide a 15A, 120V GFI breaker in panel LR-2-5B2 to feed receptacle.
- 2.40 **Electrical Drawing No. E514 - First Floor Systems Layout Block D-E (Drawing not re-issued):**
- .1 Revise thermal detectors to smoke detectors in Rooms #1G653 & #1G655.
- 2.41 **Electrical Drawing No. E515 - First Floor Systems Layout Block F-G (Drawing not re-issued):**
- .1 Revise thermal detectors to smoke detectors in Rooms #1G002 (two), #1C141 & #1C143.
 - .2 Add clocks: on the South wall of Room 1C190; on the North wall of Room 1C192; on the North wall of Room 1C194; on the East wall of Room 1C146; on the North wall of Room 1C103; on the North wall of Room 1C156; on the North wall of the Treatment Area in Room 1C221; on the North wall of the Treatment Area in Room 1C227; on the North wall of the Treatment Area in Room 1C233 & on the North wall of the Treatment Area in Room 1C239.
- 2.42 **Electrical Drawing No. E520 - Second Floor Systems Layout Block A-B South (Drawing not re-issued):**
- .1 Add a smoke detector in Room #2465
 - .2 Add clocks: on the South wall of Room 2314A; on the South wall of Room 2314B & on the South wall of Room 2315.
 - .3 Revise systems layout in the whole of Laboratory Department, as shown on attached Sketch SK-E520-1, SK-E520-2 and SK-E520-3.
- 2.43 **Electrical Drawing No. E523 - Second Floor Systems Layout Block B-C North (Drawing not re-issued):**
- .1 Add Systems for new MIS HUB Room as shown on attached Sketch SK-E523-1
 - .2 Add a smoke detector in Room #2751
 - .3 Add clocks: on the North wall of Room 2G108; on the North wall of Room 2G110; on the North wall of Room 2G111; on the North wall of Room 2G112; on the South wall of Room 2G115; on the

South wall of Room 2G117; on the North wall of Room 2G119; on the South wall of Room 2G121; on the South wall of Room 2G123; on the South wall of Room 2G089; on the North wall of Room 2G091; on the North wall of Room 2G093; on the West wall of Room 2G076; on the West wall of Room 2G078; on the East wall of Room 2G095 & on the West wall of Room 2G097.

2.44 Electrical Drawing No. E524 - Second Floor Systems Layout Block D-E (Drawing not re-issued):

- .1 Revise thermal detectors to smoke detectors in Rooms #2G686 & #2G688.
- .2 Add clocks: on the South wall of Room 2G765; on the South wall of Room 2G767; on the North wall of Room 2G769; on the East wall of Room 2G773; on the West wall of Room 2G775; on the East wall of Room 2G777; on the West wall of Room 2G779 & on the East wall of Room 2G781.

2.45 Electrical Drawing No. E525 - Second Floor Systems Layout Block E-F (Drawing not re-issued):

- .1 Revise the Systems in the area of Rooms #2G345 & #2G349 as shown on attached Sketch #SK-E525-1.
- .2 Add a smoke detector in each of Rooms #2G178, #2G239, #2G241, #2G241A, #2G242, #2G243, #2G259A, #2G272, #2G289, #2G347A, #2G345, #2G349, #2G347, #2G347A, #2G455 & #2G499.
- .3 Add a Note to the Systems in Room #2G345 & #2G349 reading "Devices, outlets and related wiring, conduit in these rooms must be totally non-ferrous. Wiring must pass through an RF Filter located in the related Equipment Room. See also Details on Drawing E-703."
- .4 Revise CT Scanner Suite CCTV Systems (Camera & Monitor) in each CT Scanner Suite (Rooms #2G239 & #2G243) as shown on attached Drawings SK-E525-2.
- .5 Add clocks: on the West wall of Room 2G351; on the West wall of Room 2G347; on the North wall of Room 2G469; on the South wall of Room 2G470; on the West wall of Room 2G472; on the North wall of Room 2G513; on the South wall of Room 2G515; on the North wall of Room 2G517; on the East wall of Room 2G519; on the South wall of Room 2G195; on the South wall of Room 2G197; on the East wall of Room 2G248; on the West wall of Room 2G244; on the East wall of Room 2G240; on the North wall of Room 2G243; on the North wall of Room 2G239; on the West wall of Room 2G267; on the West wall of Room 2G261 & on the West wall of Room 2G259.

2.46 Electrical Drawing No. E526 - Second Floor Systems Layout Block F-G (Drawing not re-issued):

- .1 Add a smoke detector in each of Rooms #2G003, #2G005, #2G007, #2G007-1, #2G013, #2G015, #2G019 & #2G043. Revise thermal detectors to smoke detectors in Rooms #2G162 & #2G164.
- .2 Add clocks: on the East wall of Room 2C106; on the West wall (North end) of Room 2C094; on the West wall (South end) of Room 2C094; on the North wall of Room 2C129; on the North wall of Room 2C131; on the West wall of Room 2C130; on the West wall of Room 2C132; on the West wall of Room 2C134; on the East wall of Room 2C150; on the East wall of Room 2C152; on the North wall of Room 2C151; on the North wall of Room 2C153; on the North wall of Room 2C155; on the South wall of Room 2C118; on the South wall of Room 2C116; on the South wall of Room 2C114; on the South wall of Room 2C112; on the East wall of Room 2C115; on the East wall of Room 2C113; on the East wall of Room 2C111; on the West wall of Room 2C099; on the West wall of Room 2C101 & on the West wall of Room 2C103.

2.47 Electrical Drawing No. E533 - Third Floor Systems Layout Block B-C- North (Drawing not re-issued):

- .1 Add clocks: on the North wall of Room 3758 & on the South wall of Room 3714.

2.48 Electrical Drawing No. E534 - Third Floor Systems Layout Block D-E (Drawing not re-issued):

- .1 Revise thermal detectors to smoke detectors in Rooms #3G512 & #3G513.
- 2.49 **Electrical Drawing No. E535 - Third Floor Systems Layout Block E-F (Drawing not re-issued):**
 - .1 Revise thermal detectors to smoke detectors in Rooms #3G301, #307, #3G311 & #3G112
- 2.50 **Electrical Drawing No. E536 - Third Floor Systems Layout Block F-G (Drawing not re-issued):**
 - .1 Revise thermal detectors to smoke detectors in Rooms #3C083 & #3C105.
- 2.51 **Electrical Drawing No. E544 - Fourth Floor Systems Layout Block D-E (Drawing not re-issued):**
 - .1 Revise thermal detectors to smoke detectors in Rooms #4G512 & #4G513.
- 2.52 **Electrical Drawing No. E545 - Fourth Floor Systems Layout Block E-F (Drawing not re-issued):**
 - .1 Revise thermal detectors to smoke detectors in Rooms #4G301, #4G307, #4G111 & #4G112.
- 2.53 **Electrical Drawing No. E551 - Fifth Floor Systems Layout Block E-F (Drawing not re-issued):**
 - .1 Add two smoke detectors in Rooms #5G100 and one smoke detector in Room #5G121.
- 2.54 **Electrical Drawing No. E605 - Lighting Control Riser Diagram and Details (Drawing not re-issued):**
 - .1 In the schedule for Lighting Control Relay Panel LV-1R1, add
 - relay #NR11 - cct. #LR-1-5B4-7.1 - Southeast Canopy - line voltage photocell
 - .2 In the schedule for Lighting Control Relay Panel LV-1R2, add
 - relay #NR7 - cct. #LR-1-6B1-39 - Roof Garden No. 2 - line voltage photocell
 - relay #NR8 - cct. #LR-1-6B1-7.1 - Southeast Canopy - line voltage photocell
 - .3 In the schedule for Lighting Control Relay Panel LV-2R2, add
 - relay #NR19 - cct. #LR-2-5B4-6 - Northeast Courtyard - line voltage photocell
 - relay #NR20 - cct. #LR-2-5B4-8 - Northeast Courtyard - line voltage photocell
 - relay #NR21 - cct. #LR-2-5B4-10 - Northeast Courtyard - line voltage photocell
 - relay #NR22 - cct. #LR-2-5B4-12 - Northeast Courtyard - line voltage photocell
 - relay #NR23 - cct. #LR-2-5B4-18 - Northeast Courtyard - line voltage photocell
 - relay #NR24 - cct. #LR-2-5B4-20 - Northeast Courtyard - line voltage photocell
 - .4 In the schedule for Lighting Control Relay Panel LV-2R3, add
 - relay #NR17 - cct. #LR-2-7B2-9 - West Canopy - line voltage photocell
 - relay #NR18 - cct. #LR-2-7B2-11 - West Canopy - line voltage photocell
 - .5 In the schedule for Lighting Control Relay Panel LV-3R1, add
 - relay #NR20 - cct. #LR-3-5B3-9.7 - Roof Garden No. 1 - line voltage photocell
 - relay #NR21 - cct. #LR-3-5B3-9.8 - Roof Garden No. 1 - line voltage photocell
 - relay #NR22 - cct. #LR-3-5B3-9.9 - Roof Garden No. 1 - line voltage photocell
 - .6 In the schedule for Lighting Control Relay Panel LV-3R2, add
 - relay #NR7 - cct. #LR-3-6B6-10 - Roof Garden No. 4 and 5 - line voltage photocell
 - relay #NR8 - cct. #LR-3-6B6-6 - Roof Garden No. 6 and 7 - line voltage photocell
 - relay #NR9 - cct. #LR-3-6B6-9 - Roof Garden No. 8 - line voltage photocell
- 2.55 **Electrical Drawing No. E702 - Surgical Suite MIS System Details (Drawing not re-issued):**
 - .1 Note, in the "Wiring Requirement Schedule" that the 50mm conduit for "Item #1" is to run to the new MIS HUB Room as shown on Drawing E523.
 - .2 In each of (Operating) Room #2573, #2578 & #2582 add:
 - .1 at the mid-point on each of the east and west walls, a flush mounted two gang box with blank s/s cover-plate for possible flat screen monitor (mounted at 2100 mm above floor). From each

- box add a dedicated 25mm conduit running to Box 'AV1'. Include installation of a coax cable supplied by the MIS supplier from the new box to the box at the end of Duct 'AVO'.
- .2 in the ceiling, four per room (one for each "quadrant") flush mounted back-boxes for ceiling speakers and each complete with one Beldon #8273 cable in 20mm conduit (tagged at both ends) to "AVO" and with 30540 tails at the speaker outlet and 8090 tails at "AVO". Speaker back-boxes to be an acoustically treated enclosures, 203 mm (8 in) diameter,
 - .3 Add new MIS System components for Room #2501 (existing expanded Operating Room #1) as shown on attached Sketch SK-E702-1
 - .4 Add a new General Note reading: "Final Equipment Layout & final Wiring/ conduit needs in each MIS Operating Room to be confirmed on site with the Consultant and the MIS System supplier."

2.56 **Electrical Drawing No. E703 - Electrical Miscellaneous Details (Drawing not re-issued):**

- .1 Add "Simplified MRI Wiring Schematic" as per attached Drawing SK-E703-1

2.57 **Electrical Drawing No. E812 - Existing First Floor - Lighting - Demolition - Block A-B North (Drawing not re-issued):**

- .1 Increase the Scope of demolition as shown on attached Sketch SK-E812-1 (added demolition is to permit installation of new structural beams on underside of Second Floor slab)

2.58 **Electrical Drawing No. E816 - Existing First Floor - Lighting - Demolition - Block A-B North (Drawing not re-issued):**

- .1 Increase the Scope of demolition as shown on attached Sketch SK-E816-1 (added demolition is to permit installation of new structural beams on underside of Second Floor slab)

2.59 **Electrical Drawing No. E827 - Existing Second Floor - Power & Systems - Demolition - Block B-C North (Drawing not re-issued):**

- .1 Add temporary relocation of existing MRI and CT Scanner air conditioning condensers and additional demolition detail as per attached Sketch SK- E827-1

2.60 **Electrical Drawing No. E912 - First Floor Communications Layout Block A-B North - Communications (Drawing not re-issued):**

- .1 Add one (1) analog voice line to the South wall of room 1G667. Label the cable 1E-1G667-V01.
- .2 Add one (1) analog voice line to the South wall of room 1247. Label the cable 1A-1247-V01.
- .3 Add one (1) analog voice line for a fax machine to the South wall of room 1194C. Label the cable 1A-1194-V03.
- .4 Add two (2) data drops to the South wall in room 1216. Label the cables 1A-1216-D01 and 1A-1216-D02.
- .5 Add one (1) analog voice line to the South wall of room 1216. Label the cable 1A-1216-V01.
- .6 Add two (2) data drops to the South wall in room 1217. Label the cables 1A-1217-D01 and 1A-1217-D02.
- .7 Add one (1) analog voice line to the South wall of room 1217. Label the cable 1A-1217-V01.
- .8 Add two (2) data drops to the South wall in room 1218. Label the cables 1A-1218-D01 and 1A-1218-D02.
- .9 Add one (1) analog voice line to the South wall of room 1218. Label the cable 1A-1218-V01.
- .10 Add two (2) data drops to the South wall in room 1219. Label the cables 1A-1219-D01 and 1A-1219-D02.
- .11 Add one (1) analog voice line to the South wall of room 1219. Label the cable 1A-1219-V01.

2.61 **Electrical Drawing No. E915 - First Floor Communications Layout Block F-G - Communications (Drawing not re-issued):**

- .1 Add one (1) data drop for a clock on the South wall of room 1C190. Label the cable 1J-1C190-D06.
- .2 Add one (1) data drop for a clock on the North wall of room 1C192. Label the cable 1J-1C192-D06.
- .3 Add one (1) data drop for a clock on the North wall of room 1C194. Label the cable 1J-1C194-D06.
- .4 Add one (1) data drop for a clock on the East wall of room 1C146. Label the cable 1J-1C146-D04.
- .5 Add one (1) data drop for a clock on the North wall of room 1C103. Label the cable 1J-1C103-D05.
- .6 Add one (1) data drop for a clock on the North wall of room 1C156. Label the cable 1J-1C156-D03.
- .7 Add one (1) data drop for a clock on the North wall of the Treatment Area in room 1C221. Label the cable 1J-1C221-D24.
- .8 Add one (1) data drop for a clock on the North wall of the Treatment Area in room 1C227. Label the cable 1J-1C227-D24.
- .9 Add one (1) data drop for a clock on the North wall of the Treatment Area in room 1C233. Label the cable 1J-1C233-D24.
- .10 Add one (1) data drop for a clock on the North wall of the Treatment Area in room 1C239. Label the cable 1J-1C239-D24.
- .11 Add two (2) floor mounted data drops under the North workstation in room 1C098. Label the cables 1J-1C098-D13 and 1J-1C098-D14.

2.62 **Electrical Drawing No. E920 - Second Floor Communications Layout Block A-B South - Communications (Drawing not re-issued) and sketches SK-E920-01, SK-E920-02, and SK-E920-03:**

- .1 Install communications cables and pathways in South Lab area as shown on attached sketch SK-E920-01.
- .2 Install communications cables and pathways in Lab area as shown on attached sketch SK-E920-02 and SK-E920-03 (*note: North end of the Lab is continued on sketch SK-E922-01).
- .3 Add one (1) data drop to the North Reception desk in area 2241. Label the cable 2A-2241-D05.
- .4 Add one (1) data drop to the South Reception desk in area 2241. Label the cable 2A-2241-D06.
- .5 Add one (1) data drop for a clock on the South wall of room 2314A. Label the cable 2C-2314-D06.
- .6 Add one (1) data drop for a clock on the South wall of room 2314B. Label the cable 2C-2314-D05.
- .7 Add one (1) data drop for a clock on the South wall of room 2315. Label the cable 2C-2315-D03.

2.63 **Electrical Drawing No. E921 - Second Floor Communications Layout Block B-C South - Communications (Drawing not re-issued):**

- .1 Add two (2) data drops to the East wall in room 2547. Label the cables 2D-2547-D03 and 2D-2547-D04.

2.64 **Electrical Drawing No. E922 - Second Floor Communications Layout Block A North - Communications (Drawing not re-issued) and sketch SK-E922-01:**

- .1 Install communications cables and pathways in Lab area as shown on attached sketch SK-E922-01 (*note: South end of the Lab is continued on sketch SK-E920-03).
- .2 Add one (1) analog voice line to the South wall of room 2G711. Label the cable 2A-2G711-V01.
- .3 Add one (1) furniture mounted analog voice line to the South workstation of room 2G713. Label the cable 2A-2G713-V01.
- .4 Add two (2) data drops to the South wall in room 2G411. Label the cables 2A-2G411-D03 and 2A-2G411-D04.
- .5 Add one (1) analog voice line to the South West area of the reception desk in area 2G381. Label the cable 2D-2G381-V02.
- .6 In area 2G381 change the label of the voice outlet located in the North reception desk from "2A-2G381-V02" to "2A-2G381-V03".
- .7 In area 2219 delete note #5.
- .8 Add two (2) data drops to the West wall in room 2219. Label cables 2D-2219-D02 and 2D-2219-D03.
- .9 Add one (1) analog voice line to the West wall of room 2219. Label the cable 2D-2219-V01.

2.65 Electrical Drawing No. E923 - Second Floor Communications Layout Block B-C North - Communications (Drawing not re-issued) and sketch SK-E923-01:

- .1 In OR Suite 2578 revise location of drops 2D-2578-D01 and 2D-2578-D02 to suit the new room layout as shown on sketch SK-E923-01.
- .2 In OR Suite 2582 revise location of drops 2D-2582-D04 and 2D-2582-D05 to suit the new room layout as shown on sketch SK-E923-01.
- .3 In OR Suite 2501 revise location of drops 2C-2501-D01 and 2C-2501-D02 to suit the new room layout as shown on sketch SK-E923-01.
- .4 Add one (1) data drop and one analogue voice drop in new MIS HUB Room as shown on attached Sketch SK-E923-01.
- .5 Add one (1) data drop for a clock on the North wall of room 2G108. Label the cable 2D-2G108-D06.
- .6 Add one (1) data drop for a clock on the North wall of room 2G110. Label the cable 2D-2G110-D06.
- .7 Add one (1) data drop for a clock on the North wall of room 2G111. Label the cable 2D-2G111-D08.
- .8 Add one (1) data drop for a clock on the North wall of room 2G112. Label the cable 2D-2G112-D08.
- .9 Add one (1) data drop for a clock on the South wall of room 2G115. Label the cable 2D-2G115-D04.
- .10 Add one (1) data drop for a clock on the South wall of room 2G117. Label the cable 2D-2G117-D04.
- .11 Add one (1) data drop for a clock on the North wall of room 2G119. Label the cable 2D-2G119-D04.
- .12 Add one (1) data drop for a clock on the South wall of room 2G121. Label the cable 2D-2G121-D04.
- .13 Add one (1) data drop for a clock on the South wall of room 2G123. Label the cable 2D-2G123-D04.
- .14 Add one (1) data drop for a clock on the South wall of room 2G089. Label the cable 2D-2G089-D11.
- .15 Add one (1) data drop for a clock on the North wall of room 2G091. Label the cable 2D-2G091-D06.
- .16 Add two (2) data drops to the West wall in room 2G093. Label the cables 2D-2G093-D03 and 2D-2G093-D04.
- .17 Add one (1) data drop for a clock on the North wall of room 2G093. Label the cable 2D-2G093-D05.
- .18 Add one (1) data drop for a clock on the West wall of room 2G076. Label the cable 2D-2G076-D03.
- .19 Add one (1) data drop for a clock on the West wall of room 2G078. Label the cable 2D-2G078-D03.
- .20 In area 2G095 change the label of the TV outlet located in the North wall from "2D-2G095-D03" to "2D-2G095-D06".
- .21 In area 2G095 change the label of the data outlets located in the East wall from "2D-2G095-D01 and 2D-2G095-D02" to "2D-2G095-D09 and 2D-2G095-D10".
- .22 Add one (1) data drop for a clock on the East wall of room 2G095. Label the cable 2D-2G095-D11.
- .23 Add one (1) data drop for a clock on the West wall of room 2G097. Label the cable 2D-2G097-D06.
- .24 Add one (1) data drop to the North wall of room 2G033. Place the drop in the same outlet as drop 2D-2G033-D06. Label the cable 2D-2G033-D12.
- .25 Add one (1) data drop to the East wall of room 2580. Place the drop in the same outlet as drop 2D-2580-D03. Label the cable 2D-2580-D04.
- .26 Change label of cables marked as "2D-2575-D05 and 2D-2575-D06" to "2D-2575A-D01 and 2D-2575A-D02".
- .27 Change label of cables marked as "2D-2575-D07 and 2D-2575-D08" to "2D-2575-D05 and 2D-2575-D06".
- .28 Add one (1) analog voice line to the East wall of room 2575A. Label the cable 2D-2575A-V01.

2.66 Electrical Drawing No. E924 - Second Floor Communications Layout Block D-E - Communications (Drawing not re-issued):

- .1 Add one (1) data drop for a clock on the South wall of room 2G765. Label the cable 2E-2G765-D03.
- .2 Add one (1) data drop for a clock on the South wall of room 2G767. Label the cable 2E-2G767-D03.
- .3 Add one (1) data drop for a clock on the North wall of room 2G769. Label the cable 2E-2G769-D03.
- .4 Add two (2) data drops to the South wall in room 2G794. Label the cables 2E-2G794-D03 and 2E-2G794-D04.
- .5 Add one (1) data drop for a clock on the East wall of room 2G773. Label the cable 2E-2G773-D03.
- .6 Add one (1) data drop for a clock on the West wall of room 2G775. Label the cable 2E-2G775-D03.
- .7 Add one (1) data drop for a clock on the East wall of room 2G777. Label the cable 2E-2G777-D03.
- .8 Add one (1) data drop for a clock on the West wall of room 2G779. Label the cable 2E-2G779-D03.

- .9 Add one (1) data drop for a clock on the East wall of room 2G781. Label the cable 2E-2G781-D03.
- .10 Add one (1) analog voice line to the East wall of room 2G663. Label the cable 2I-2G663-V01.
- .11 In area 2G448 change the label of the data outlets located on the South counter (West side) from "2I-2G448-D03 and 2I-2G448-D04" to "2I-2G448-D09 and 2I-2G448-D10".
- .12 In area 2G448 change the label of the voice outlet located on the South counter (West side) from "2I-2G448-V01" to "2I-2G448-V05".
- .13 In area 2G448 change the label of the data outlets located on the South counter (East side) from "2I-2G448-D01 and 2I-2G448-D02" to "2I-2G448-D11 and 2I-2G448-D12".

2.67 **Electrical Drawing No. E925 - Second Floor Communications Layout Block E-F - Communications (Drawing not re-issued) and sketch SK-E925-01:**

- .1 Add a note to the Communications Systems in Room 2G345 and 2G349 reading "Devices, outlets and related wiring, conduit in these rooms must be totally non-ferrous. Wiring must pass through an RF Filter located in the related Equipment Room. See also Details on Drawing E-703."
- .2 Revise the communications cables in MRI rooms 2G345, 2G347, 2G349 and 2G272 (now changed to rooms 2G272, 2G346, 2G347, 2G348, 2G349, and 2G351) as shown on attached sketch SK-E925-01.
- .3 Add one (1) data drop for a clock on the North wall of room 2G469. Label the cable 2I-2G469-D03.
- .4 Add one (1) data drop for a clock on the South wall of room 2G470. Label the cable 2I-2G470-D03.
- .5 Add one (1) data drop for a clock on the West wall of room 2G472. Label the cable 2I-2G472-D03.
- .6 Add two (2) data drops to the North wall in room 2G427. Label the cables 2F-2G427-D03 and 2F-2G427-D04.
- .7 Add two (2) data drops to the West wall in room 2G514. Label the cables 2F-2G514-D03 and 2F-2G514-D04.
- .8 Add one (1) data drop for a clock on the North wall of room 2G513. Label the cable 2F-2G513-D03.
- .9 Add one (1) data drop for a clock on the South wall of room 2G515. Label the cable 2F-2G515-D03.
- .10 Add one (1) data drop for a clock on the North wall of room 2G517. Label the cable 2F-2G517-D03.
- .11 Add one (1) data drop for a clock on the East wall of room 2G519. Label the cable 2F-2G519-D03.
- .12 Add one (1) data drop for a clock on the South wall of room 2G195. Label the cable 2G-2G195-D07.
- .13 Add one (1) analog voice line to the South wall of room 2G195. Label the cable 2G-2G195-V02.
- .14 Add one (1) analog voice line to the South wall of room 2G220. Label the cable 2G-2G220-V01.
- .15 Add one (1) data drop for a clock on the South wall of room 2G197. Label the cable 2G-2G197-D07.
- .16 Add one (1) analog voice line to the North wall of room 2G197. Label the cable 2G-2G197-V02.
- .17 In area 2G248 change the label of the wireless outlets from "2G-2G248-D01" to "2G-2G248-W01".
- .18 Add two (2) data drops to the West wall service strip of room 2G248. Label the cables 2G-2G248-D05 and 2G-2G248-D06.
- .19 Add one (1) data drop for a clock on the East wall of room 2G248. Label the cable 2G-2G248-D07.
- .20 Add two (2) data drops to the West wall in Control Room 2G248-1. Label the cables 2G-2G248-D03 and 2G-2G248-D04.
- .21 Add one (1) analog voice line to the West wall of Control Room 2G248-1. Label the cable 2G-2G248-V01.
- .22 Add one (1) analog voice line to the West wall of Control Room 2G248-1. Label the cable 2G-2G248-V02.
- .23 Add one (1) data drop for a clock on the West wall of room 2G244. Label the cable 2F-2G244-D03.
- .24 Change voice outlet 2G-2G244-V01 to a wall mounted voice outlet.
- .25 Add one (1) data drop for a clock on the East wall of room 2G240. Label the cable 2F-2G240-D03.
- .26 Change voice outlet 2G-2G240-V01 to a wall mounted voice outlet.
- .27 In area 2G241 change the label of the data outlets located in the West control desk from "2F-2G242-D01 and 2F-2G242-D02" to "2F-2G241-D01 and 2F-2G241-D02".
- .28 In area 2G241 change the label of the data outlets located in the East control desk from "2F-2G242-

- D03 and 2F-2G242-D04" to "2F-2G241-D03 and 2F-2G241-D04".
- .29 In area 2G241 change the label of the voice outlet located in the East control desk from "2F-2G242-V01" to "2F-2G241-V02".
 - .30 In area 2G242-1 change the label of the data outlets located in the East control desk from "2G-2G241-D17 and 2G-2G241-D18" to "2G-2G242-D03 and 2G-2G242-D04".
 - .31 In area 2G242-1 change the label of the data outlets located in the East control desk from "2F-2G241-D19 and 2F-2G241-D20" to "2F-2G242-D01 and 2F-2G242-D02".
 - .32 In area 2G242-1 change the label of the voice outlets located in the East control desk from "2F-2G242-V07" to "2F-2G242-V02".
 - .33 In area 2G242-1 change the label of the voice outlets located in the East control desk from "2F-2G242-V07" to "2G-2G242-V02".
 - .34 In area 2G242-1 change the label of the voice outlets located in the East control desk from "2F-2G242-V08" to "2F-2G242-V02".
 - .35 In area 2G242-1 change the label of the voice outlets located in the West control desk from "2F-2G242-V02" to "2F-2G242-V01".
 - .36 Add one (1) data drop for a clock on the North wall of room 2G243. Label the cable 2G-2G243-D03.
 - .37 Add one (1) data drop for a clock on the North wall of room 2G239. Label the cable 2G-2G239-D03.
 - .38 Add one (1) data drop for a clock on the West wall of room 2G267. Label the cable 2G-2G267-D03.
 - .39 Change voice outlet 2G-2G257-V01 to a wall mounted voice outlet.
 - .40 In area 2G267A change the label of the data outlets from "2G-2G267-D01 and 2G-2G267-D02" to "2G-2G267-D04 and 2G-2G267-D05".
 - .41 Add one (1) data drop for a clock on the West wall of room 2G261. Label the cable 2G-2G261-D03.
 - .42 Change voice outlet 2G-2G261-V01 to a wall mounted voice outlet.
 - .43 In area 2G261A change the label of the data outlets from "2G-2G261-D01 and 2G-2G261-D02" to "2G-2G261-D04 and 2G-2G261-D05".
 - .44 Change voice outlet 2G-2G259-V01 to a wall mounted voice outlet.
 - .45 Add one (1) data drop for a clock on the West wall of room 2G259. Label the cable 2G-2G259-D03.
 - .46 In area 2G259A change the label of the data outlets from "2G-2G259-D01 and 2G-2G259-D02" to "2G-2G259-D04 and 2G-2G259-D05".
 - .47 Add one (1) data drop on the South reception desk of area 2G045. Label the cable 2G-2G045-D09.
 - .48 Add one (1) data drop on the middle reception desk of area 2G045. Label the cable 2G-2G045-D10.
 - .49 Add one (1) data drop on the North reception desk of area 2G045. Label the cable 2G-2G045-D11.

2.68 **Electrical Drawing No. E926 - Second Floor Communications Layout Block F-G - Communications (Drawing not re-issued):**

- .1 Add one (1) analog voice line to the West wall of room 2G007. Label the cable 2G-2G007-V01.
- .2 Add one (1) analog voice line to the North wall of room 2G007A. Label the cable 2G-2G007-V02.
- .3 Add one (1) analog voice line to the South wall of room 2G003. Label the cable 2G-2G003-V01.
- .4 Add two (2) floor mounted data drops in the South of room 2C043. Label the cables 2J-2C043-D05 and 2J-2C043-D06.
- .5 Add one (1) floor mounted data drop in the South of room 2C043. Label the cable 2J-2C043-D07.
- .6 Add one (1) floor mounted analog voice drop in the South of room 2C043. Label the cable 2J-2C043-V02.
- .7 Add one (1) analog voice line to the South wall of room 2G079. Label the cable 2J-2G079-V01.
- .8 Add one (1) analog voice line to the West wall of room 2G081. Label the cable 2J-2G081-V01.
- .9 Add one (1) data drop for a clock on the East wall of room 2C106. Label the cable 2J-2C106-D05.
- .10 Add one (1) data drop for a clock on the West wall (North end) of room 2C094. Label the cable 2J-2C094-D18.
- .11 Add one (1) data drop for a clock on the West wall (South end) of room 2C094. Label the cable 2J-2C094-D19.
- .12 In area 2G267A change the label of the data outlets in service strip from "2J-2C129-D01 and 2J-2C129-D02" to "2J-2C129-D03 and 2J-2C129-D04".
- .13 Add one (1) data drop for a clock on the North wall of room 2C129. Label the cable 2J-2C129-D05.
- .14 Add one (1) data drop for a clock on the North wall of room 2C131. Label the cable 2J-2C131-D05.

- .15 Add one (1) data drop for a clock on the West wall of room 2C130. Label the cable 2J-2C130-D05.
- .16 Add one (1) data drop for a clock on the West wall of room 2C132. Label the cable 2J-2C132-D05.
- .17 Add one (1) data drop for a clock on the West wall of room 2C134. Label the cable 2J-2C134-D05.
- .18 Add one (1) data drop for a clock on the East wall of room 2C150. Label the cable 2J-2C150-D05.
- .19 Add one (1) data drop for a clock on the East wall of room 2C152. Label the cable 2J-2C152-D05.
- .20 In area 2C151 change the label of the data outlets in service strip from "2J-2C151-D01 and 2J-2C151-D02" to "2J-2C151-D03 and 2J-2C151-D04".
- .21 Add one (1) data drop for a clock on the North wall of room 2C151. Label the cable 2J-2C151-D05.
- .22 In area 2C153 change the label of the data outlets in service strip from "2J-2C153-D01 and 2J-2C153-D02" to "2J-2C153-D03 and 2J-2C153-D04".
- .23 Add one (1) data drop for a clock on the North wall of room 2C153. Label the cable 2J-2C153-D05.
- .24 Add one (1) data drop for a clock on the North wall of room 2C155. Label the cable 2J-2C155-D05.

- .25 In area 2C118 change the label of the data outlets in service strip from "2J-2C118-D01 and 2J-2C118-D02" to "2J-2C118-D03 and 2J-2C118-D04".
- .26 Add one (1) data drop for a clock on the South wall of room 2C118. Label the cable 2J-2C118-D05.
- .27 In area 2C116 change the label of the data outlets in service strip from "2J-2C116-D01 and 2J-2C116-D02" to "2J-2C116-D03 and 2J-2C116-D04".
- .28 Add one (1) data drop for a clock on the South wall of room 2C116. Label the cable 2J-2C116-D05.
- .29 Add one (1) data drop for a clock on the South wall of room 2C114. Label the cable 2J-2C114-D05.
- .30 Add one (1) data drop for a clock on the South wall of room 2C112. Label the cable 2J-2C112-D05.
- .31 Add one (1) data drop for a clock on the East wall of room 2C115. Label the cable 2J-2C115-D05.
- .32 Add one (1) data drop for a clock on the East wall of room 2C113. Label the cable 2J-2C113-D05.
- .33 Add one (1) data drop for a clock on the East wall of room 2C111. Label the cable 2J-2C111-D05.
- .34 Add one (1) data drop for a clock on the West wall of room 2C099. Label the cable 2J-2C099-D05.
- .35 Add one (1) data drop for a clock on the West wall of room 2C101. Label the cable 2J-2C101-D05.
- .36 Add one (1) data drop for a clock on the West wall of room 2C103. Label the cable 2J-2C103-D05.

- 2.69 **Electrical Drawing No. E933 - Third Floor Communications Layout Block B-C - Communications (Drawing not re-issued):**
 - .1 Add two (2) data drops to the North wall of room 3722. Label the cables 3D-3722-D03 and 3D-3722-D04.
 - .2 Add one (1) analog voice line to the West wall of room 3774. Label the cable 3D-3774-V01.
 - .3 Add one (1) data drop for a clock on the North wall of room 3758. Label the cable 3D-3758-D06.
 - .4 Add one (1) data drop for a clock on the South wall of room 3714. Label the cable 3D-3714-D06.

- 2.70 **Electrical Drawing No. E935 - Third Floor Communications Layout Block E-F - Communications (Drawing not re-issued):**
 - .1 Add two (2) data drops to the South wall of Alcove 3G113. Label the cables 3G-3G113-D01 and 3G-3G113-D02.

- 2.71 **Electrical Drawing No. E935 - Third Floor Communications Layout Block E-F - Communications (Drawing not re-issued):**
 - .1 Add one (1) analog voice line to the South wall of room 3C037-2. Label the cable 3J-3C037-V02.

- 2.72 **Electrical Drawing No. E944 - Fourth Floor Communications Layout Block D-E - Communications (Drawing not re-issued):**
 - .1 All horizontal cables running to Hub Rooms 4410, 4126, 4572, and 4700 (4A, 4B, 4C, and 4D blocks) shall run from the 4th floor down to the 3rd floor Hub Rooms 3401, 3122, 3560, and 3700 (3A, 3B, 3C, and 3D). Run cables through 4th floor Hub Rooms to 3rd floor Hub Room using conduit pathways.

- .1 Reference sketch 1/E944 Part Plan Fourth Floor Block A-B South. Change location of communications cable terminations from the 4B Hub Room to 3B Hub Room. Change cable labels from "4B" to "3B".

2.73 Electrical Drawing No. E945 - Fourth Floor Communications Layout Block E-F - Communications (Drawing not re-issued):

- .1 Add two (2) data drops to the South wall of room 4G118. Label the cables 4F-4G118-D01 and 4F-4G118-D02.
- .2 Add two (2) data drops to the East wall (North corner) of room 4G373. Label the cables 4F-4G373-D01 and 4F-4G373-D02.

2.74 Electrical Drawing No. E951 - Fifth Floor Communications Layout Block E-F - Communications (Drawing not re-issued):

- .1 All horizontal cables running to Hub Rooms 4410, 4126, 4572, and 4700 (Hub Room Blocks 4A, 4B, 4C, and 4D blocks) shall run from the 4th floor down to the 3rd floor Hub Rooms 3401, 3122, 3560, and 3700 (3A, 3B, 3C, and 3D). Run cables through 4th floor Hub Rooms to 3rd floor Hub Room using conduit pathways.
- .2 Reference Sketch 1/E951 Part Plan Fifth Floor Block D-C South. Change location of communications cable terminations from the 4D Hub Room to 3D Hub Room. Change cable labels from "4D" to "3D".

2.75 Electrical Drawing No. E960 - Communications Fibre Optic Riser Diagram - Communications (Drawing not re-issued):

- .1 Change "Interbuilding Fibre optic backbone cable (PRedundant Connection to Future Building)" to read "Interbuilding Fibre optic backbone cable (Redundant Connection to Future Building)"
- .2 Change multimode fibre optic cables to singlemode fibre optic cables.
- .3 Change Primary Interbuilding Fibre optic backbone cable from 48-strands of multimode fibre and 24-strands of single mode fibre to 72-strands of singlemode fibre optic cable.
- .4 Change Secondary Interbuilding Fibre optic backbone cable from 48-strands of multimode fibre and 24-strands of single mode fibre to 72-strands of singlemode fibre optic cable.
- .5 Change Intrabuilding Fibre optic backbone cable (New Building Primary Link) from 18-strands of multimode fibre to 24-strands of singlemode fibre optic cable and 6-strands of multimode fibre optic cable. Security shall run across the multimode fibre, data shall run across the singlemode.
- .6 Change Interbuilding Fibre optic backbone cable (Primary Connection to Future Building) from 48-strands of multimode fibre and 24-strands of single mode fibre to 72-strands of singlemode fibre optic cable.
- .7 Change Interbuilding Fibre optic backbone cable (Redundant Connection to Future Building) from 48-strands of multimode fibre and 24-strands of single mode fibre to 72-strands of singlemode fibre optic cable.
- .8 Change Intrabuilding Fibre optic backbone cable (New Existing Building Primary Link) from 18-strands of multimode fibre to 24-strands of singlemode fibre optic cable and 6-strands of multimode fibre optic cable. Security shall run across the multimode fibre, data shall run across the singlemode.
- .9 Change Intrabuilding Fibre optic backbone cable (New Existing Building Redundant Link) from 18-strands of multimode fibre to 24-strands of singlemode fibre optic cable and 6-strands of multimode fibre optic cable. Security shall run across the multimode fibre, data shall run across the singlemode.
- .10 Change Intrabuilding Fibre optic backbone cable (New Building Redundant Link) from 18-strands of multimode fibre to 24-strands of singlemode fibre optic cable and 6-strands of multimode fibre optic cable. Security shall run across the multimode fibre, data shall run across the singlemode.
- .11 In the existing building delete fibreoptic backbone cabling to 4th floor Hub Rooms 4410, 4126, 4572, and 4700 (Hub Room Blocks 4A, 4B, 4C, and 4D blocks). These Hub Rooms will not be used. All horizontal cables running to these Hub Rooms shall run from the 4th floor down to the 3rd floor Hub

Rooms.

2.76 **Electrical Drawing No. E964, E965, E966 - Communications Equipment Elevation Details - Communications (Drawing not re-issued):**

- .1 For Drawings E964, E965, and E966, the quantity of patch panels in each Hub Room shall be based on the total number of drops running to that Hub Room plus 35% spare capacity (round-up the quantity of patch panels). The Contractor shall add/remove patch panels as drops are added/deleted in the addendums.
- .2 For Drawings E964, E965, and E966, the Contractor shall install patch panels by evenly distributing them between the racks (instead of filling Rack 1 first, then Rack 2 as shown).

2.77 **Electrical Drawing No. E964, E965, E966 - Communications Equipment Elevation Details - Communications (Drawing not re-issued):**

- .1 The number of Data, CCTV cameras, Television and Wireless ports shall be provided based on count from the latest "Issued for Tender" floor plans.

2.78 **Electrical Drawing No. E970 -Wireless Telephone Access Points- Site Plan - Communications New Drawing:**

- .1 Provide power and data connections as show on drawing..

End of Electrical Addendum #E1

Documents, contract requirements, specifications, drawings and schedules for

RVH

Royal Victoria Hospital

Project Manual
ROYAL VICTORIA HOSPITAL
Phase One Redevelopment Project
201 Georgian Drive
Barrie, Ontario

Are amended as follows:

Revisions to Specifications

Specification Section 32 32 01 – Stone Retaining Walls
Delete Article 1.4 Submittals

Revise Article 1.5 Testing
Phrase1 Delete the words “Quality Control”
Add the following: Section 32 01 01, Item 1.3.2

Phrase2 Delete phrase completely

Article 1.6 Review and Inspection
Delete phrase 7

Article 3.1 Site Preparation
Phrase 2 Delete the words “minimum 98%”
Add 100%
Phrase 3 Delete completely

Article 3.2 Base Courses
Phrase 1 Delete the word “Earthwork”
Add Section 32 01 05, Item 1.5

Phrase 3 Delete the words “minimum 98%”
Add 100%

Article 3.5 Backfill
Phrase 3 Delete the words “for backfilling”
Add Section 32 01 02, Item 1.3

Article 3.7 Field Quality Control
Delete completely

Specification Section 32 14 13 - Pre-cast Concrete Unit Paving

Article 2.1 Materials
Phrase 6 Delete the words “Levelling shim systems for Roof Garden #1”

LANDSCAPE ADDENDUM 1

Page 2 of 2

Replace with – Paver pedestals: High density polypropylene pedestal for use with pavers adjustable pedestal to provide 16mm to 406mm height. “Versadjust” by Bison or approved alternate.

Article 3.2 Installation

Revise numbering system from Phrase 5 – Phrase 11

Add the following Phrase 5

Where indicated install pavers on pedestals in accordance with manufacturer’s written instructions ensuring that pedestals are set as required to ensure smooth paver to paver transition. Pedestals installed on ground shall be set on floating foundation base.

NEW & RE-ISSUED DRAWINGS: July 14, 2008 Addendum #1

L100 RE-ISSUED: L1/L100, L2/L100

L101 RE-ISSUED: L1/L101

L102 RE-ISSUED: L1/L102

L103 RE-ISSUED: L1/L103

L104 RE-ISSUED: L1/L104, L2/L104

L105 RE-ISSUED: L1/L105, D1/L105

L106 RE-ISSUED: L1/L106, D5/L106, D6/L106

L107 NOT RE-ISSUED

L108 RE-ISSUED: L1/L108

L109 RE-ISSUED: L1/L109, L2/L109, L3/L109

L110 NOT RE-ISSUED

L111 RE-ISSUED: L1/L111

L112 RE-ISSUED: L1/L112

L113 RE-ISSUED: L2/L113

L114 RE-ISSUED: L1/L114, D1/L114, D2/L114, D3/L114

L115 RE-ISSUED: L1/L115, L2/L115, L3/L115, L4/L115, D1/L115, D2/L115

L116 RE-ISSUED: L1/L116, L2/L116, L3/L116, D1/L116, D2/L116, D3/L116, D4/L116

L117 RE-ISSUED: L1/L117, L2/L117, L3/L117, D1/L117, D2/L117

L118 RE-ISSUED: L1/L118

NEW: D1/L118, D2/L118, D3/L118, D4/L118, D5/L118, D6/L118, D7/L118, D8/L118

L119 RE-ISSUED: L1/L119, L2/L119

NEW: D1/L119

- End of Addendum 1-

This Addendum forms Part of the RFP and Contract Documents for the above Project as follows:

M1-1 SPECIFICATIONS

1.1 Specification Section 20 05 01 - Basic Materials and Methods

.1 Article 7.4 - Roof Sleeves added to the specifications to read as follows:

7.4.1 Where pipes and ducts pass through roof membranes use pre-engineered "Thaler Products" designed for the roof system and the service passing through the roof.

1.2 Specification Section 20 05 02 (R1) - Mechanical Work in Phased Construction

.1 Section revised and issued herewith.

1.3 Specification Section 20 05 13 - Motors Starters and Wiring

.1 Revise article 1.1.3 Standard of Acceptance to add " Comstock Canada Ltd." to the list of the contractors.

1.4 Specification Section 20 05 19 - Meters and Gauges

.1 Revise article 2.3.2 Standard of Acceptance to add " Spirax Sarco" to the list of suppliers.

1.5 Specification Section 22 05 01 - Plumbing General

.1 Reissue RVH Hospital Equipment Schedule.. Attached.

1.6 Specification Section 22 05 23 - Plumbing Specialties & Accessories

.1 Add article 2.27. to read:

2.27. Roof Drain Canopy 'RD#C'

- (a) epoxy coated cast iron small sump roof drain with wide serrated flashing flange, flashing clamp device with integral gravel stop and selflocking aluminum dome strainer, underdeck clamp, Sediment Bucket.
- (b) Pipe size NPS 3.

Standard of Acceptance

- o Enpoco
- o J.R. Smith Inc
- o Zurn Industries of Canada Limited
- o Watts RD-203NH-K80-5

1.7 Specification Section 22 13 15 - Drainage and Vent Piping PVC

.1 Add entire section. Attached.

1.8 Specification Section 22 42 13 - Plumbing Fixtures & Trim

.1 Revise article 2.21.1 to read: "Sink: single compartment, counter mounted, 20-1/2"x 20"x8" (521 mm x 508 mm x 203mm), ledge back 18-8 316 stainless steel, drilled for 8" (200 mm) centreset fitting with crumb cup strainer and NPS 1-1/2" (38 mm) tailpiece. Counter width 26" (660mm).

Standard of Acceptance

- o Aristaline LBS6808-1C-316SS

- *Architectural Metal Series"*
- .2 *Revise article 2.22.1 to read: "Sink: single compartment, counter mounted, 20-1/2"x 20"x8" (521 mm x 508 mm x 203mm), ledge back 18-8 316 stainless steel, drilled for 8" (200 mm) centreset fitting with crumb cup strainer and NPS 1-1/2" (38 mm) tailpiece. Counter width 26" (660mm).*
- *Standard of Acceptance*
 - *Aristaline LBS6808-1C-316SS*
 - *Architectural Metal Series"*
- .3 *Revise article 2.27.1 to read: "Sink: single compartment, counter mounted, 20-1/2"x 20"x8" (521 mm x 508 mm x 203mm), ledge back 18-8 316 stainless steel, drilled for 8" (200 mm) centreset fitting with crumb cup strainer and NPS 1-1/2" (38 mm) tailpiece. Counter width 26" (660mm).*
- *Standard of Acceptance*
 - *Aristaline LBS6808-1C-316SS*
 - *Architectural Metal Series"*
- .4 *Revise article 2.28.1 to read: "Sink: double compartment, counter mounted, 20-1/2"x 31-1/4"x8" (521 mm x 794 mm x 203 mm), ledge back 18-8 302 stainless steel, drilled for 8" (200 mm) centreset fitting with crumb cup strainer and NPS 1-1/2" (38 mm) tailpiece. Counter width 26" (660mm).*
- *Standard of Acceptance*
 - *Aristaline QDL-2031-8*
 - *Architectural Metal Series"*
- .5 *Revise article 2.29.1 to read: "Sink: single compartment, counter mounted, 20-1/2"x 20"x8" (521 mm x 508 mm x 203mm), ledge back 18-8 302 stainless steel, drilled for 8" (200 mm) centreset fitting with crumb cup strainer and NPS 1-1/2" (38 mm) tailpiece. Counter width 26" (660mm).*
- *Standard of Acceptance*
 - *Aristaline LBS6808-1C*
 - *Architectural Metal Series"*
- .6 *Revise article 2.32.1 to read: "Sink: single compartment, counter mounted, 20-1/2"x 20"x7" (521 mm x 508 mm x 178mm), ledge back 18-8 302 stainless steel, drilled for 8" (200 mm) centreset fitting with crumb cup strainer and NPS 1-1/2" (38 mm) tailpiece. Counter width 26" (660mm).*
- *Standard of Acceptance*
 - *Aristaline LBS6807-1C*
 - *Architectural Metal Series"*
- .7 *Add article 2.60. to read:*
- 2.60. Sink Type "S16" (Laboratory)**
1. *Sink: single compartment, counter mounted back ledge, self rimming, sound deadening, pull-down clamps & mounting kit, 20-1/2"x20-1/8" x 10" deep, single hole*
- *Standard of Acceptance*
 - *Aristaline LBS6810--316*
 - *Architectural Metal Series*
2. *Tailpiece NPS 1-1/2" (38 mm) and crumb cup strainer 316 SS*
 3. *Supply Fitting: single hole, deck mounted faucet, solid cast brass, with swivel gooseneck spout with body mounted vacuum breaker and vandal resistant 0.75 GPM integral control serrated hose nozzle outlet and cast brass 4 arm handles.*

- Standard of Acceptance*
- o *Cambridge Brass*
- o *Chicago Faucet 930-E7FC CEP*
- o *Zurn*

4. *Trap: 1-1/2" (38 mm) glass "P" trap with cleanout.*

- Standard of Acceptance*
- o *Schott - Kimax*
- o *Corning Glass*
- o *Chem Flowtronics - Borodrainu*

5. *Supplies: Rough NPS 1/2" (12 mm) lockshield stop on each supply complete with escutcheon*

- .8 *Add article 2.61. to read:*

2.61. Sink Type "S18" (Laboratory)

1. *Sink: double compartment, counter mounted back ledge, 1 hole,, 20-5/8" x 31-1/4" x 8" (523mm x 794mm x 203mm) deep, grade 18-8 type 316 stainless steel, satin finished rim and bowl, self-rimming, with crumb cup strainers and sound deadening.*

- Standard of Acceptance*
- o *Aristaline LBS6408-1C-316SS*
- o *Architectural Metal Series*

2. *Tailpiece NPS 1-1/2" (38 mm) and crumb cup strainer 316 SS*
3. *Supply Fitting: single hole, deck mounted faucet, solid cast brass, with swivel gooseneck spout with body mounted vacuum breaker and vandal resistant 0.75 GPM integral control serated hose nozzle outlet and cast brass 4 arm handles.*

- Standard of Acceptance*
- o *Cambridge Brass*
- o *Chicago Faucet 930-E7FC CEP*
- o *Zurn-831B4-4F*

4. *Trap: 1-1/2" (38 mm) glass "P" trap with cleanout.*

- Standard of Acceptance*
- o *Schott - Kimax*
- o *Corning Glass*
- o *Chem Flowtronics - Borodrain*

5. *Supplies: Rough NPS 1/2" (12 mm) lockshield stop on each supply complete with escutcheon.*

1.9 Specification Section 22 53 13 - Medical Gas Systems

- .1 *Revise article 2.7.1.1. to read: "modify existing panel for work to replace medical air system and add carbon dioxide system."*

- .2 *Add paragraph 14 to article 2.7.2. to read: "14. Medical air high CO level."*

- .3 *Revise article 2.9 .1 and 2.9.2. to read:*

- .1 *Digital pipeline pressure switches for provision of remote Master Alarm signals for medical gas and vacuum services as follows:*

- (a) *Oxygen High / Low Line Pressure Factory Setpoints: 40 & 60 PSI*
- (b) *Nitrous Oxide High / Low Line Pressure Factory Setpoints: 40 & 60 PSI*
- (c) *Carbon Dioxide High / Low Line Pressure Factory Setpoints: 40 & 60 PSI*
- (d) *Nitrogen High / Low Line Pressure Factory Setpoints: 160 & 200 PSI*

- (e) Medical Air High / Low Line Pressure Factory Setpoints: 40 & 60 PSI
- (f) Medical Air Reserve In Use Factory Setpoint: 70 PSI
- (g) Medical Vacuum Low Line Pressure Factory Setpoint: 15" Hg
- (h) Pressure Switch kit to include: pressure sensor with digital display, user adjustable setpoints, dual outputs, security lockout, DISS connection, and 10' leads; switch assembly complete with circuit board, two SPST NO relays, two LED indicators, terminal strips for field connections, enclosed in a labeled housing complete with 1/2" conduit knockout; 120V AC power supply complete with 6' cord.
- (i) Each sensor shall be labeled for intended service, factory set to standard medical gas alarm setpoints, and shipped with instructions for wiring, installation and setpoint adjustment.

Standard of Acceptance

- o Amico/Vitalaire # M-PRSW-GAS Series
- o Class 1 Inc. 3500 Series

- .2 Mechanical high pressure switches for for provision of remote Master Alarm signals for medical gas and vacuum services as follows:

- (a) Medical Air Reserve Supply Low Factory Setpoint: 1100 PSI
- (b) FPressure switch to include: CSA certified, SPDT, snap action, automatic reset, housed bourdon tube style pressure switch with external adjustment screw, factory cleaned for oxygen service.

Standard of Acceptance

- o United Electric , Barksdale

- .4 Add line to article 2.15.2.8. to read: "High CO level alarm and shutdown."

- .5 Revise article 2.16 Standard of Acceptance to read:
- o Class 1 Inc. Model: CCL2-A -28 cylinders
 - o VitalAire / Amico

- .6 Add article 2.18. to read:

2.18. Headwall Units, Ceiling Service Columns, Ceiling Articulating Arms and Patient Service Strips

1. Shall be provided by others and be installed completely equipped, wired and piped by others.

2. Coordinate with others and:

- (a) Provide it with all necessary medical gas and AGSS outlets.
- (b) inspect in the factory the first equipment read and either approved it or direct any corrections to be made.
- (c) Connect in the field to the (capped) connection for each type of gas and / or AGSS (AS).
- (d) Witness the final testing and assist the certification agency as necessary

3. Refer to drawings, documents and headwalls / columns / arms / service strips shop drawings for location and number of outlets.

Note: Anaesthetic Gas Scavenging (AS) outlets shown on Plumbing / Medical Gases drawings (series 200). Ventilation drawings (series 400) shows all scavenging piping including piping drops to headwalls / columns / arms.

- .7 In Medical Gas Outlet Schedule delete row for rooms #1C099 & #1C101.

1.10 Specification Section 23 31 13 - Ductwork

- .1 Revise article 3.16.2 to add "and existing Fan Systems" to the paragraph.

M1-2 DRAWINGS

2.1 Mechanical Drawing No. M102 - Legend - Mechanical (Drawing not re-issued):

- .1 Modifications to sprinkler head legend as shown on sketch SK-M102-1 issued herewith.

2.2 Mechanical Drawing No. M200 - Foundation, Plumbing, Block A-B South, New Work (Drawing not re-issued):

- .1 Revise underground sanitary (SAN) piping , as shown on attached sketch # SK-M200-1.

2.3 Mechanical Drawing No. M200D - Foundation, Plumbing & Medical Gases, Block A-B South, Demolition (Drawing not re-issued):

- .1 Revise demolition of underground sanitary (SAN) piping, as shown on attached sketch #SK-M200D-1.

2.4 Mechanical Drawing No. M201 - Foundation, Plumbing, Block C South, New Work (Drawing not re-issued):

- .1 Revise underground sanitary (SAN) piping , as shown on attached sketch # SK-M201-1.

2.5 Mechanical Drawing No. M201D - Foundation, Plumbing, Block C South, Demolition (Drawing not re-issued):

- .1 Revise demolition of underground sanitary (SAN) piping, as shown on attached sketch #SK-M201D-1.

2.6 Mechanical Drawing No. M202 - Foundation, Plumbing, Block A-B North, New Work (Drawing not re-issued):

- .1 Revise underground sanitary (SAN) piping, as shown on attached sketch #SK-M202-1.

2.7 Mechanical Drawing No. M202D - Foundation, Plumbing, Block A-B North, Demolition (Drawing not re-issued):

- .1 Revise demolition of underground sanitary (SAN) piping, as shown on attached sketches #SK-M202D-1 and #SK-M202D-2.

2.8 Mechanical Drawing No. M203 - Foundation, Plumbing, Block C North, New Work (Drawing not re-issued):

- .1 Revise underground sanitary (SAN) piping, as shown on attached sketch #SK-M203-1.

2.9 Mechanical Drawing No. M203D - Foundation, Plumbing, Block C North, Demolition (Drawing not re-issued):

- .1 Revise demolition of underground sanitary (SAN) piping, as shown on attached sketch #SK-M203D-1.

2.10 Mechanical Drawing No. M204 - Foundation, Plumbing, Block D-E, New Work (Drawing not re-

issued):

.1 Revise underground sanitary (SAN) piping, as shown on attached sketch #SK-M204-1.

2.11 Mechanical Drawing No. M206 - Foundation, Plumbing, Block G, New Work (Drawing not re-issued):

.1 Revise underground sanitary (SAN) piping, as shown on attached sketch #SK-M206-1.

2.12 Mechanical Drawing No. M210 - First Floor, Plumbing & Medical Gases, Block A-B South, New Work (Drawing not re-issued):

.1 Revise sanitary (SAN) and laboratory waste (LW) piping, as shown on attached sketches #SK-M210-1 to #M210-4.

2.13 Mechanical Drawing No. M212 - First Floor, Plumbing & Medical Gases, Block A-B North, New Work (Drawing not re-issued):

.1 Revise plumbing and plumbing notes, as shown on attached sketches #SK-M212-1 and #SK-M212-2.

2.14 Mechanical Drawing No. M213D - First Floor, Plumbing & Medical Gases, Block C North Demolition (Drawing re-issued):

.1 Revise plumbing demolition, as shown on attached sketch #SK-M213D-1.

2.15 Mechanical Drawing No. M214 - First Floor, Plumbing & Medical Gases, Block D-E, New Work (Drawing not re-issued):

.1 Revise plumbing and plumbing notes, as shown on attached sketches #SK-M214-1 and #SK-M214-2.

2.16 Mechanical Drawing No. M216 - First Floor, Plumbing & Medical Gases, Block A-B North, New Work (Drawing not re-issued):

.1 Revise storm (ST) piping, as shown on attached sketch #SK-M216-1.

2.17 Mechanical Drawing No. M220 - Second Floor, Plumbing & Medical Gases, Block A-B South, New Work (Drawing not re-issued):

.1 Revise plumbing, as shown on attached sketches #SK-M220-1 and #SK-M220-2.

2.18 Mechanical Drawing No. M220D - Second Floor, Plumbing & Medical Gases, Block A-B South Demolition (Drawing re-issued):

- .1 Drawing background revised for clarity, as shown.
- .2 Revise plumbing demolition, as shown.

2.19 Mechanical Drawing No. M222 - Second Floor, Plumbing & Medical Gases, Block A-B North, New Work (Drawing not re-issued):

.1 Revise plumbing and plumbing notes, as shown on attached sketches #SK-M222-1 and #SK-M222-2.

2.20 Mechanical Drawing No. M223 - Second Floor, Plumbing & Medical Gases, Block C North, New Work (Drawing not re-issued):

-
- .1 Revise plumbing, medical gases and plumbing notes, as shown on attached sketch #SK-M223-1.
- 2.21 Mechanical Drawing No. M223D - Second Floor, Plumbing & Medical Gases, Block C North, Demolition (Drawing not re-issued):**
- .1 Revise plumbing demolition, as shown on attached sketch #SK-M223D-1.
- 2.22 Mechanical Drawing No. M224 - Second Floor, Plumbing & Medical Gases, Block D-E New Work (Drawing not re-issued):**
- .1 Revise plumbing, medical gases and plumbing notes, as shown on attached sketch #SK-M224-1.
- 2.23 Mechanical Drawing No. M225 - Second Floor, Plumbing & Medical Gases, Block E-F New Work (Drawing not re-issued):**
- .1 Revise plumbing, medical gases and plumbing notes, as shown on attached sketches #SK-M225-1 and #SK-M225-2.
- 2.24 Mechanical Drawing No. M226 - Second Floor, Plumbing & Medical Gases, Block G New Work (Drawing not re-issued):**
- .1 Revise plumbing, medical gases and plumbing notes, as shown on attached sketches #SK-M226-1 and #SK-M226-2.
- 2.25 Mechanical Drawing No. M230 - Third Floor, Plumbing & Medical Gases, Block A-B South, New Work (Drawing not re-issued):**
- .1 Revise General Plumbing Notes to read:
"4. Coordinate location of plumbing devices located in ceilings requiring access (valves, regulators, etc) with ceiling access panels".
- 2.26 Mechanical Drawing No. M231 - Third Floor, Plumbing & Medical Gases, Block C South, New Work (Drawing not re-issued):**
- .1 Revise General Plumbing Notes to read:
"4. Coordinate location of plumbing devices located in ceilings requiring access (valves, regulators, etc) with ceiling access panels".
- 2.27 Mechanical Drawing No. M232 - Third Floor, Plumbing & Medical Gases, Block A-B North, New Work (Drawing not re-issued):**
- .1 Revise storm (ST) and plumbing notes, as shown on attached sketch #SK-M232-1.
- 2.28 Mechanical Drawing No. M232 - Third Floor, Plumbing & Medical Gases, Block A-B North, Reference (Drawing not re-issued):**
- .1 Revise drawing number to M242 and title to read: "Third Floor, Plumbing & Medical Gases, Block A-B North, Reference".
- 2.29 Mechanical Drawing No. M232D- Third Floor, Plumbing & Medical Gases, Block A-B North, Demolition (Drawing not re-issued):**
- .1 Revise plumbing demolition, as shown on attached sketch # SK-M232D.

- 2.30 Mechanical Drawing No. M233 - Third Floor, Plumbing & Medical Gases, Block C North, New Work (Drawing not re-issued):**
- .1 Revise General Plumbing Notes to read:
"4. Coordinate location of plumbing devices located in ceilings requiring access (valves, regulators, etc) with ceiling access panels".
- 2.31 Mechanical Drawing No. M234 - Third Floor, Plumbing & Medical Gases, Block D-E (Drawing not re-issued):**
- .1 Revise plumbing, and plumbing notes, as shown on attached sketch #SK-M234-1.
.2 In room #3G533 Soiled Utilities revise Equipment label from 69615 to 769654.
- 2.32 Mechanical Drawing No. M235 - Third Floor, Plumbing & Medical Gases, Block E-F, (Drawing not re-issued):**
- .1 Revise plumbing and Plumbing Note, as shown on attached sketch #SK-M235-1
- 2.33 Mechanical Drawing No. M236 - Third Floor, Plumbing & Medical Gases, Block G, (Drawing not re-issued):**
- .1 Revise plumbing, and plumbing notes, as shown on attached sketches #SK-M236-1, #SK-M236-2 and #SK-M236-3.
- 2.34 Mechanical Drawing No. M240 - Fourth Floor, Plumbing & Medical Gases, Block A-B South, New Work (Drawing not re-issued):**
- .1 Revise General Plumbing Notes to read:
"4. Coordinate location of plumbing devices located in ceilings requiring access (valves, regulators, etc) with ceiling access panels".
- 2.35 Mechanical Drawing No. M241 - Fourth Floor, Plumbing & Medical Gases, Block C South, New Work (Drawing not re-issued):**
- .1 Revise General Plumbing Notes to read:
"4. Coordinate location of plumbing devices located in ceilings requiring access (valves, regulators, etc) with ceiling access panels".
- 2.36 Mechanical Drawing No. M243 - Fourth Floor, Plumbing & Medical Gases, Block C, North, New Work (Drawing not re-issued):**
- .1 Revise General Plumbing Notes to read:
"4. Coordinate location of plumbing devices located in ceilings requiring access (valves, regulators, etc) with ceiling access panels".
- 2.37 Mechanical Drawing No. M244 - Fourth Floor, Plumbing & Medical Gases, Block D-E, New Work (Drawing not re-issued):**
- .1 Revise General Plumbing Notes to read:
"4. Coordinate location of plumbing devices located in ceilings requiring access (valves, regulators, etc) with ceiling access panels".
- 2.38 Mechanical Drawing No. M245 - Fourth Floor, Plumbing & Medical Gases, Block E-F, New Work/Demolition (Drawing not re-issued):**

- .1 In room #4G141 Soiled Utilities revise Equipment label from 69615 to 769654.
- .2 In room #4G147 Equipment delete Equipment label 68328.
- .3 Revise General Plumbing Notes to read:
"4. Coordinate location of plumbing devices located in ceilings requiring access (valves, regulators, etc) with ceiling access panels".
- .4 Add soft water (SW) line and revise equipment labels, as shown on sketch SK-M245-1.

2.39 Mechanical Drawing No. M246 - Fourth Floor, Plumbing & Medical Gases, Block C South, New Work (Drawing not re-issued):

- .1 Revise General Plumbing Notes to read:
"5. For compressed air (A) sizing refer to DWG M721, Det. 6.
6. Coordinate location of plumbing devices located in ceilings requiring access (valves, regulators, etc) with ceiling access panels".

2.40 Mechanical Drawing No. M255 - Fifth Floor, Plumbing, Block E-F, New Work/ (Drawing not re-issued):

- .1 Add soft water (SW) line, as shown on sketch SK-M255-1.

2.41 Mechanical Drawing No. M256 - Fifth Floor, Plumbing, Block G, New Work/ (Drawing not re-issued):

- .1 Add soft water (SW) line and revise storm (ST), as shown on sketch SK-M256-1.

2.42 Mechanical Drawing No. M420D - Second Floor, Ventilation Demolition, Block A - B South (Drawing issued herewith):

- .1 Demolition scope of ductwork revised as shown.

2.43 Mechanical Drawing No. M420 - Second Floor, Ventilation, Block A - B South (Drawing issued herewith):

- .1 New Ductwork scope revised as shown.

2.44 Mechanical Drawing No. M421D - Second Floor, Ventilation Demolition, Block C - South (Drawing issued herewith):

- .1 Demolition scope of ductwork revised as shown.

2.45 Mechanical Drawing No. M421 - Second Floor, Ventilation, Block C - South (Drawing issued herewith):

- .1 New ductwork scope revised as shown.

2.46 Mechanical Drawing No. M422D - Second Floor, Ventilation Demolition, Block A - B North (Drawing issued herewith):

- .1 Demolition scope of ductwork revised as shown.

2.47 Mechanical Drawing No. M422 - Second Floor, Ventilation, Block A - B North (Drawing issued

herewith):

- .1 New ductwork scope revised as shown.

2.48 Mechanical Drawing No. M423D - Second Floor, Ventilation Demolition, Block C North (Drawing issued herewith):

- .1 Demolition scope of ductwork revised as shown.

2.49 Mechanical Drawing No. M423 - Second Floor, Ventilation, Block C North (Drawing issued herewith):

- .1 New ductwork scope revised as shown.

2.50 Mechanical Drawing No. M425 - Second Floor, Ventilation, Block E - F (Drawing not re-issued):

- .1 Diagnostic Imaging (MRI Area Room #'s 2G351, 2G348, 2G348A, 2G349, 2G 347, 2G346, 2G346A, 2G345 & 2G272) ventilation system revised as shown on sketch SK-M425-1 issued herewith.

2.51 Mechanical Drawing No. M435 - Third Floor, Ventilation, Block E -F (Drawing not re-issued):

- .1 Cryovent pipes (Quench Tubes) location on the roof and passive venting exhaust fans F-45 & F-46 associated with MRI machines/equipment locations shown on sketch drawing SK-M435-1 issued herewith.

2.52 Mechanical Drawing No. M511D - First Floor, Heating Demolition, Block C South (Drawing not re-issued):

- .1 Note regarding existing above ground and underground fuel oil piping revised as shown on sketch SK-M511D-1 issued herewith.

2.53 Mechanical Drawing No. M516 - First Floor, Heating, Block G (Drawing not re-issued):

- .1 Wall Hung Convactor (WHC-1) location revised, HS & HR and HTS & HTR piping arrangement revised as shown on sketch SK-M516-1 issued herewith.
- .2 Wall Hung convactor (WHC-1) location revised, HS & HR piping arrangement revised. CHS & CHR piping capped connections provided for CT SIM equipment and CHS & CHR pipe size revised as shown on sketch SK-M516-2 issued herewith.
- .3 CCS & CCR piping sleeve note revised and HTS & HTR piping capped connections arrangement revised as shown on sketch SK-M516-3 issued herewith.
- .4 CCS & CCR piping note revised and HTS & HTR piping note revised as shown on sketch SK-M516-4 issued herewith.
- .5 HTS & HTR piping arrangement revised as shown on sketch SK-M516-5 issued herewith.

2.54 Mechanical Drawing No. M520D - Second Floor, Heating Demolition, Block A - B South (Drawing issued herewith):

.1 Piping demolition scope revised as shown.

2.55 Mechanical Drawing No. M520 - Second Floor, Heating, Block A - B South (Drawing issued herewith):

.1 New piping scope revised as shown.

2.56 Mechanical Drawing No. M521D - Second Floor, Heating Demolition, Block C South (Drawing issued herewith):

.1 Piping demolition scope revised as shown.

2.57 Mechanical Drawing No. M521 - Second Floor, Heating, Block C South (Drawing issued herewith):

.1 New piping scope revised as shown.

2.58 Mechanical Drawing No. M522D - Second Floor, Heating Demolition, Block A - B North (Drawing issued herewith):

.1 Piping demolition scope revised as shown.

2.59 Mechanical Drawing No. M522 - Second Floor, Heating, Block A - B North (Drawing issued herewith):

.1 New piping scope revised as shown.

2.60 Mechanical Drawing No. M523D - Second Floor, Heating Demolition, Block C North (Drawing issued herewith):

.1 Piping demolition scope revised as shown.

2.61 Mechanical Drawing No. M523 - Second Floor, Heating, Block C North (Drawing issued herewith):

.1 New piping scope revised as shown.

2.62 Mechanical Drawing No. M524 - Second Floor, Heating, Block D-E (Drawing not re-issued):

.1 Note related to Radiant Ceiling Panels valves locations added to the drawing as shown on sketch SK-M524-1 issued herewith.

2.63 Mechanical Drawing No. M525 - Second Floor, Heating, Block E-F (Drawing not re-issued):

.1 Diagnostic Imaging (MRI Area Room #'s 2G351, 2G348, 2G348A, 2G349, 2G347, 2G346, 2G346A, 2G345 & 2G272) heating piping HTS & HTR and Chilled water piping CHS & CHR layout and sizes revised as shown on sketch SK-M525-1 issued herewith.

2.64 Mechanical Drawing No. M526 - Second Floor, Heating, Block G (Drawing not re-issued):

- .1 Double regulating valves location revised as shown on sketch SK-M526-1 issued herewith.
- .2 HTS & HTR piping arrangement to Cabinet Heater (CH-1) and to Air Curtain Heater (ACH-1) revised, general note regarding Radiant Ceiling Panels valves added as shown on sketch SK-M526-2 issued herewith.

2.65 Mechanical Drawing No. M536 - Third Floor, Heating, Block G (Drawing not re-issued):

- .1 HS & HR piping arrangement to Wall Hung Convactor (WHC-1) revised as shown on sketch SK-M536-1 issued herewith.
- .2 Wall Hung Convactor (WHC-1) location revised, HS & HR piping arrangement revised and in-active Radiant Ceiling Panel added as shown on sketch SK-M536-2 issued herewith.

2.66 Mechanical Drawing No. M546 - Fourth Floor, Heating, Block G (Drawing not re-issued):

- .1 Wall Hung Convactor (WHC-1) in Stair Case # 4C-00 is now shown on drawing M601. Also general clean-up revisions as shown on sketch SK-M546-1 issued herewith.
- .2 Wall Hung Convactor (WHC-1) in Stair Case # 4C-N is now shown on drawing M601. Also general clean-up revisions as shown on sketch SK-M546-2 issued herewith.

2.67 Mechanical Drawing No. M601 - Fourth Floor, Block G - North Lower (Drawing not re-issued):

- .1 Wall Hung Convactor (WHC-1) shown in Stair Case 4C-N as shown on sketch SK-M601-1 issued herewith. (Note: Previously this Convactor was shown on drawing M546).
- .2 Ductwork arrangement revised as shown on sketch SK-M601-2 issued herewith.
- .3 Wall Hung Convactor (WHC-1) shown in Stair Case 4C-00 as shown on sketch SK-M601-3 issued herewith.

2.68 Mechanical Drawing No. M711 - Plumbing Schematic, Medical Gases (Drawing not re-issued):

- .1 Revise medical gases, as shown on sketches #SK-M711-1 and #SK-M711-2.

2.69 Mechanical Drawing No. M716 - Plumbing Schematic, Pneumatic Tube System (Drawing not re-issued):

- .1 Revise drawing title to add "& Plumbing Part-Plans".
- .2 Add details # 2, 3 and 4 with Lounge Canopy storm (ST), as shown on sketches #SK-M716-1, #SK-M716-2 and #SK-M716-3.

2.70 Mechanical Drawing No. M721 - Medical Gases Details, Sheet #2, Mechanical (Drawing not re-issued):

- .1 Revise Medical Gas detail #1, as shown on sketch #SK-M721-1.

2.71 Mechanical Drawing No. M725 - Plumbing Details, Sheet #6, Mechanical (Drawing not re-issued):

- .1 Revise Pump Room Layout on details #4, 5 and 7, as shown on sketches #SK-M725-1 and #SK-M725-2.

2.72 Mechanical Drawing No. M753- Schematics & Details # 4 - Misc. HVAC (Drawing not re-issued):

- .1 Chilled water and Domestic water (back-up) piping detail to MRI/SEP Equipment added as shown on sketch SK-M753-1 issued herewith.

2.73 Mechanical Drawing No. M759 - Schematics & Details # 10 - Fuel System (Drawing not re-issued):

- .1 Note regarding existing underground fuel oil piping revised as shown on sketch SK-M759-1 issued herewith.

2.74 Mechanical Drawing No. M761 - First - Fifth Floors, Ventilation, Block C - North Early Work Details (Drawing issued herewith)

- .1 New drawing added to the scope as early work showing removal and relocation of existing MRI Chiller Condenser, CT Scanner Chiller and Liebert Glycol Chiller and associated piping as shown on details # 2 to 5, also associated area ductwork, fan, condenser and piping modifications as shown on detail # 1.

2.75 Mechanical Drawing No. M910 - First Floor, Fire Protection, Block A-B - South (Drawing not re-issued):

- .1 Change sprinkler head type to dry pendant concealed within existing vestibule 1240. Change sprinkler head type in surrounding areas to pendant concealed type as shown on sketch SK-M910-1 issued herewith.
- .2 Change sprinkler head type to pendant concealed as shown on sketch SK-M910-2 issued herewith..

2.76 Mechanical Drawing No. M911 - First Floor, Fire Protection, Block C - South (Drawing not re-issued):

- .1 Change sprinkler head type to pendant concealed. Modifications to associated piping as shown on sketch SK-M911-1 issued herewith.
- .2 Change sprinkler head type to pendant concealed as shown on sketch SK-M911-2 issued herewith.

2.77 Mechanical Drawing No. M912 - First Floor, Fire Protection, Block A-B - North (Drawing issued herewith):

- .1 Relocate F.H.C. TYPE 'D' to South wall of existing corridor 1211 @ G/L ExD and Ex9 as shown.
- .2 Sprinkler head type, layout and associated piping modified to upright sprinklers within Retail 1184 as shown.
- .3 Sprinkler head type and associated piping modified to pendant concealed heads as shown.
- .4 Sprinkler head type and associated piping modified to pendant concealed heads within Food Kiosk 1216, 1217, 1218 and 1219 as shown.
- .5 Sprinkler head type and associated piping modified to pendant concealed heads within Male and Female Lockers and surrounding areas as shown.
- .6 Sprinkler head type and associated piping modified to pendant concealed heads within Auxiliary & Volunteers Dept. and surrounding areas as shown.
- .7 Sprinkler head type and associated piping modified to pendant concealed heads within Chapel 1247C and surrounding areas as shown.

2.78 Mechanical Drawing No. M913 - First Floor, Fire Protection, Block C - South (Drawing not re-issued):

- .1 Change sprinkler head type to pendant concealed as shown on sketch SK-M913-1 issued herewith.

- .2 Change sprinkler head type to pendant concealed as shown on sketch SK-M913-2 issued herewith.
- .3 Change sprinkler head type to pendant concealed as shown on sketch SK-M913-3 issued herewith.
- .4 Change sprinkler head type as shown on sketch SK-M913-4 issued herewith.
- .5 Modifications to sprinkler layout and associated piping as shown on sketch SK-M913-5 issued herewith.

2.79 Mechanical Drawing No. M914 - First Floor. Fire Protection. Block D-E (Drawing not re-issued):

- .1 Add one (1) pendant sprinkler head and associated piping within WR 1G671A.

2.80 Mechanical Drawing No. M915 - First Floor. Fire Protection. Block E-F (Drawing not re-issued):

- .1 Change sprinkler head type within Corridor 1G680-1 and Stair 1G-S. Sprinkler main diameter to change to NPS 2 ½ as shown on sketch SK-M915-1 issued herewith.
- .2 Change sprinkler head type within Corridor 1G680-1 and Stair 1G-T. Sprinkler main diameter to change to NPS 2 ½ as shown on sketch SK-M915-2 issued herewith.

2.81 Mechanical Drawing No. M916 - First Floor. Fire Protection. Block G (Drawing not re-issued):

- .1 Add two (2) dry pendant concealed sprinkler heads and associated piping within MOD Rooms 1C221C, 1C227C, 1C233C and 1C239C. Add two (2) dry pendant concealed sprinkler heads and associated piping up in vaulted ceiling within RAD Treatment Rooms 1C221, 1C227, 1C233 and 1C239. Modifications to sprinkler layout and associated piping occur within these areas as well as shown on sketches SK-M916-1 and SK-M916-2 issued herewith.
- .2 Change sprinkler loop diameter for sprinkler zone #L2/14 to NPS 3.
- .3 Change sprinkler head type to upright heads within tunnel, West of Cancer Centre as shown on sketch SK-M916-3 issued herewith.
- .4 Change sprinkler head type to upright heads within tunnel, West of Cancer Centre. Relocate NPS 4 Sprinkler riser for Main Canopy Dry Sprinkler Zone #L2/28. Add NPS 4 Sprinkler Main to run North within tunnel (approx. 175'-0") to supply exterior Cancer Lodge Canopy also, as shown on sketches SK-M916-4, SK-M916-5 and SK-M916-6 issued herewith.

2.82 Mechanical Drawing No. M920 - Second Floor. Fire Protection. Block A-B - South (Drawing issued herewith):

- .1 Change sprinkler head type to pendant concealed within Laboratory. Modifications to sprinkler layout and associated piping as shown.
- .2 Change sprinkler head type to pendant concealed within Day Surgery Dept. Modifications to sprinkler layout and associated piping as shown.

2.83 Mechanical Drawing No. M921 - Second Floor. Fire Protection. Block C - South (Drawing not re-issued):

- .1 Change sprinkler head type to pendant concealed as shown on sketches SK-M921-1, SK-M921-2, SK-M921-3 and SK-M921-4 issued herewith.

2.84 Mechanical Drawing No. M922 - Second Floor. Fire Protection. Block A-B - North (Drawing issued herewith):

- .1 Modifications to sprinkler head layout and associated piping as shown.
- .2 Change sprinkler head type to pendant concealed heads within Health Records Dept. and adjacent Corridor 2130. Modifications to sprinkler layout and associated piping in these areas as shown.
- .3 Change sprinkler head type to pendant concealed heads within CDU/ETU Dept. as shown.

- .4 Change sprinkler head type to pendant concealed heads within PCA Dept. as shown.
- .5 Change sprinkler head type to pendant concealed heads within Corridor 2206 as shown.
- .6 Change sprinkler head type to pendant concealed heads within Coffee Shop 2219 as shown.
- .7 Change sprinkler head type to pendant concealed heads within Health Library and surrounding areas as shown.
- .8 Change sprinkler head type to pendant concealed heads within Gift Shop 2217 and surrounding areas. Modifications to sprinkler layout and associated piping within Gift Shop 2217 as shown.
- .9 Change sprinkler head type to dry pendant concealed head within Existing Vestibule 2100.
- .10 Change sprinkler head type to pendant concealed heads within Existing Entry 2101, Existing Corridor 2239 and surrounding areas as shown.
- .11 Add one (1) pendant concealed sprinkler head South of Existing Vestibule 2100 as shown.

2.85 Mechanical Drawing No. M923 - Second Floor. Fire Protection. Block C - North (Drawing issued herewith):

- .1 Change sprinkler head type to pendant concealed heads within Ultrasound/Mammography Dept. and adjacent Corridors 2G056-2, 2G056-3 and 2G056-4 as shown.
- .2 Change sprinkler head type to pendant concealed heads within Nuclear Dept., Corridor 2G046-3 and surrounding areas as shown.
- .3 Change sprinkler head type to pendant concealed heads within Corridor 2750, Existing Corridor 2197 and Existing Corridor 2259 as shown.
- .4 Change sprinkler head type to pendant concealed heads within OR Dept. and surrounding areas. Modifications to sprinkler head layout and associated piping as shown.
- .5 Change sprinkler head type to dry sidewall heads within Link Canopy, east of Nuclear Dept. As shown.

2.86 Mechanical Drawing No. M924 - Second Floor. Fire Protection. Block D-E (Drawing not re-issued):

- .1 Relocate Dry Pipe Sprinkler Cabinet (Zone #L2/35) and modify supply piping and devices as shown on sketch SK-M924 issued herewith.

2.87 Mechanical Drawing No. M925 - Second Floor. Fire Protection. Block E-F (Drawing not re-issued):

- .1 Modifications to sprinkler head layout and associated piping for Dry Sprinkler Zone #L2/14. Change Sprinkler loop main diameter from NPS 4 to NPS 3, for loop portion only as shown on sketch SK-M925-1 issued herewith.
- .2 Modifications to sprinkler head layout and associated piping for Preaction Sprinkler Zone #L2/17 and Wet Sprinkler Zone #L2/32. Sprinkler Zone Boundaries modified as shown on sketch SK-M925-2 issued herewith.
- .3 Modifications to sprinkler head layout and associated piping for Wet Sprinkler Zone #L2/32 as shown on sketch SK-M925-3 issued herewith.
- .4 Modifications to sprinkler head layout and associated piping for Wet Sprinkler Zone #L2/5 as shown on sketch SK-M925-4 issued herewith.
- .5 Change sprinkler head type to pendant concealed heads as shown on sketch SK-M925-5

2.88 Mechanical Drawing No. M926 - Second Floor. Fire Protection. Block G (Drawing issued herewith):

- .1 Detail 3/M926 modified to allow for side notes to be viewed.
- .2 Change sprinkler head type to pendant concealed beneath Stair 2G-B as shown on detail 2/M296.
- .3 Detail 2/M926 modified to allow for stair sprinkler zone designations to be viewed.
- .4 Modifications to sprinkler head layout and associated piping for Main Canopy Dry Sprinkler Zone #L2/28 as shown on Detail 1/M926.
- .5 Change sprinkler head type to pendant concealed, near stair 2G-B as shown on detail 1/M926
- .6 Detail 4/M296 created to illustrate Exterior Cancer Lodge Canopy, Dry Sprinkler Zone #L2/28 as

shown.

End of Mechanical Addendum #M1

Documents, contract requirements, specifications, drawings and schedules for

RVH

Royal Victoria Hospital

Project Manual
ROYAL VICTORIA HOSPITAL
Phase One Redevelopment Project
201 Georgian Drive
Barrie, Ontario

Are amended as follows:

1. SPECIFICATIONS
 - 1.1 Section 03 10 00 (R0), Concrete Forming and Accessories:
 - 1.1.1 ADD the following to clause 1.5:
 - .2 For areas designated as Architectural Concrete, tolerances are to be ½ the allowable tolerances set out in A23.1
 - 1.1.2 ADD the following to clause 2.3:
 - .5 Members shall be visually straight. No bulges, indentations or ridges are acceptable. The Consultant's decision will be final in this matter.
 - .6 Patching is not permitted unless approved by the Consultant. All repairs must match appearance of adjacent concrete. The Consultant's decision will be final in this matter.
 - 1.1.3 REVISE / ADD to clause 3.1.16 as follows:
 - .16 Architectural Concrete:
 -
 - .4 Locate lowest horizontal form joints for exposed columns to be 100 mm above the finished ceiling.
 -
 - .11 Forms may only be reused on identical sections using the original tie holes. Limit reuse of forms to three times.
 - .12 No visible cold joints are acceptable in multi storied exposed columns.
 - 1.2 Section 03 20 00 (R0), Concrete Reinforcing:
 - 1.2.1 DELETE the phrase "Upon request" from clauses 1.4.1, 1.4.2, 1.4.3 and 1.4.4.
 - 1.3 Section 03 30 00 (R0), Cast-in-Place Concrete:
 - 1.3.1 REVISE clause 1.5.2 to read as follows: "Concrete Delivery Slips: keep all concrete delivery slips ("driver's tickets") on site until building is completed. Record on delivery slip arrival time on site, as well as where concrete was placed, including time and date".
 - 1.3.2 REVISE clause 1.6.3 to read as follows: ".....Concrete mix designs to show elemental composition, expressed as parts by weight of each element of concentration greater than 0.1% by weight, in the

poured concrete. Test results of the trial mixes should include data on correlation between fresh concrete density and air-dry concrete density, with the minimum fresh density required to achieve the specified air-dry density. Contractor should”

1.3.3 **REVISE** clause 1.6.5.1 to read as follows:” Finishing, curing and protection. Include data on thermal characteristics of the High Density, Mass Pour and High Volume Fly Ash concrete...”

1.3.4 **REVISE** clause 2.2.3 to read as follows:” Liquid curing/sealing compound: to ASTM C309 type 1, Class B, water based acrylic, compatible with surface hardener or adhesive (where used):”

1.3.5 **REVISE** clause 2.3.12 to read as follows:

.12 Slabs-on-grade in ambulance garage:

.1 Class of exposure: C-2

.2 Cement : Type GU

.3 Minimum compressive strength at 28 days: 32 MPa

—“

1.3.6 **REVISE** clause 2.3.13 to read as follows:

.13 Slabs, beams and walls used for radiation shielding (unless high density concrete is noted on drawings): Provide controlled density High Volume Fly Ash concrete to give following properties:

.1 Class of exposure: N

.2 Cement : Type GU

.3 Minimum compressive strength at 91 days: 20 MPa

.4 Nominal size of coarse aggregate: 40mm

.5 Slump at time and point of discharge: 50 to 110 mm.

.6 Air-dry density: not less than 2450 kg/m³.

.7 Design the mix so that the rate of heat generation and the maximum temperature reached are optimised. Temperature of concrete at the time of placing to be between 7°C and 21°C. Use methods, including adding ice as mixing water, to lower the concrete temperature to ensure maximum temperature is not exceeded. Employ necessary methods to keep temperature differentials within concrete to max. 20°C. Maximum concrete temperature not to exceed 50°C during curing.

1.3.7 **REVISE** clause 2.3.14 to read as follows:

.14 High Density Concrete for radiation shielding: provide high density concrete to give following properties:

- .1 Class of exposure: N
- .2 Cement: Type GU or MH (moderate heat)
- .3 Minimum air-dry density: 3850 kg/m³
- .4 Minimum compressive strength at 91 days: 20 MPa.
- .5 Maximum size of coarse aggregate: Most suitable and economic available.
- .6 Slump at time and point of discharge: to suite placing system.
- .7 Design the mix so that the rate of heat generation and the maximum temperature reached are optimised. Temperature of concrete at the time of placing to be between 7°C and 21°C. Use methods, including adding ice as mixing water, to lower the concrete temperature to ensure maximum temperature is not exceeded. Employ necessary methods to keep temperature differentials within concrete to max. 20°C. Maximum concrete temperature not to exceed 50°C during curing.

1.3.8 ADD the following to clause 2.4:

- .6 No visible cold joints are acceptable in multi storied exposed columns.

1.3.9 ADD the following to clause 3.3:

.6 Hot weather concreting: when the rate of evaporation exceeds 1.0kg/m³ per hour, employ the following methods in addition to the requirements of A23.1:

- .1 Use ice as mixing water to lower the concrete temperature
- .2 Dispatch ready-mix trucks and organize the work to keep mixing time to a minimum. Minimize exposure of mixing trucks to sun.
- .3 Provide adequate personnel and organize the work to keep placing time to a minimum.
- .4 Place concrete in layers thin enough and areas small enough so that the time interval for the placing is reduced and compaction will ensure complete union of adjacent portions.
- .5 With formed concrete, reliance shall not be placed on the forms alone to provide curing. Spray formwork with water to keep it tight and free from cracking.

1.3.10 DELETE clauses 3.4.6 and 3.4.7 in their entirety.

1.3.11 REVISE / ADD to clause 3.5 as follows:

3.5 Curing and Protection

.....

- .3Where curing compound is not used, cover slab surfaces with absorptive mat or fabric and keep continuously wet. In the areas with access flooring, curing and sealing compound must be used.
- .4 Maximum permissible temperature differential between concrete surfaces and ambient air temperature shall conform to Table 21 of CSA A23.1.
- .5 Keep cylinders for concrete testing on site, under same conditions as the concrete which they represent. Construct a protective shelter large enough to hold all the cylinders.

- 1.3.12 **REVISE** clause 3.10.1 to read as follows to read as follows: “ Slabs on grade: Provide joints in both directions. Maximum spacing of construction joints to be 30 m with sawcut joints in between spaced at 30 times slab thickness maximum, but not more than 5m maximum. Unless otherwise required to accommodate architectural finishes, locate joints on column centre lines wherever possible and on intermediate lines, which result in approximately square panels. Provide joints wherever required to match locations of pre-manufactured control / expansion joints that occur in the finished floors, refer to Architectural drawings and specs. Protect edges.....”
- .14 High Density Concrete for radiation shielding: provide high density concrete to give following properties:
- 1.3.13 **REVISE** clause 3.15 as follows:
- 3.15 Inspection and Testing:
- .1 Refer to Section 01 45 00.
- .2 Testing Agency shall be certified under CSA A283 with category to suit testing provided. The Testing Agency shall be responsible only to the Consultant, and shall make such inspections or tests as the Consultant may direct.
-
- .5 Fresh density tests will be made on site for semi low density concrete and all concrete used for radiation shielding. Assist the Agency
- .6 Record the temperature readings from the thermocouples and ambient air temperatures until the requirements of CSA A23.1 Table 21 are met. Submit...
-
- .8 Each truckload of fresh concrete will be tested for slump, air and temperature, and fresh density will be determined in accordance with 3.15.7. A set
-
- .13 As part of the Contractor’s quality control, there shall be continuous companion testing of the density of high density concrete for radiation shielding and radiation shielding concrete at the concrete plant.
- 1.4 Section 05 12 10 (R0), Structural Steel for Buildings:
- 1.4.1 **ADD** the following to clause 1.1.2:
- .13 Structural steel for reinforcing of the existing building.
- 1.4.2 **REVISE** clause 2.2.1 to read as follows: “Architecturally exposed structural steel consists of all the slanted columns in the Lobby, all the canopy columns, all the visible steel at Canopy roofs and all the columns and girts supporting the glazed walls. All AESS to be zinc rich primed, and will be painted with high quality paint system, refer to Architectural Specifications.”
- 1.4.3 **REVISE** clause 2.7.9.2 to read as follows: “ Exterior steel members (including Canopy Roofs’ steel which is not architecturally exposed and painted, and all steel for roof screens).”
- 1.4.4 **REVISE** clause 3.6.1 to read as follows: “Refer to Section 01 45 00.”
- 1.5 Section 05 031 00(R0), Steel Decking:
- 1.5.1 **REVISE** clause 3.6.1 to read as follows: “Refer to Section 01 45 00.”

- 1.5.2 **REVISE** clause 3.8.13 to read as follows: “Galvanized deck: Substitute coated fasteners for welding for the connection of all galvanized deck to supports. Mechanically interlock side laps.”
- 1.6 Section 31 63 23 (R0), Bored Concrete Piles:
- 1.6.1 **REVISE** clause 3.5.1 to read as follows: “Refer to Section 01 45 00.”
- 2. DRAWINGS**
- 2.1 Drawing S103 - PROJECT DETAILS
- 2.1.1 Revise Project Details PD02 and PD22/S103 as shown on sketch **SK-S103-1**.
- 2.1.2 Add wall plates to schedule as shown on sketch **SK-S103-2**.
- 2.2 Drawing S105 - DEMOLITION PLANS PART LEVEL 1 & 2 - BLOCK A, B & C
- 2.2.1 Delete all the notes under Demolition Plan - Part Level 1 and Demolition Plan - Part Level 2, and replace with the following:” 1. See Demolition and Sleeving notes on this drawing.”
- 2.2.2 Add Demolition and Sleeving Notes as shown on Sketch **SK-S105-1**.
- 2.3 Drawing S106 - DEMOLITION PLAN PART LEVEL 3 - BLOCK A, B & C
- 2.3.1 Revise the Drawing Note to read: “1. See Demolition and Sleeving Notes on Drawing S105.”
- 2.3.2 Revise Section D/S106 as shown on sketch **SK-S106-1**. The Section is cut through the new 800 x 500 opening on existing gridline 4, between existing gridlines C and D.
- 2.4 Drawing S107 - DEMOLITION PLANS PART LEVEL 4 & 5 - BLOCK A, B & C
- 2.4.1 Revise Demolition Plan - Part Level 4, Demolition Plan – Part Level 5 and Demolition Plan -Part Ex. P/H Roof Notes to read: “1. See Demolition and Sleeving Notes on Drawing S105.”
- 2.4.2 Refer to Sketch **SK-S107-1** for size of the existing structural members being removed.
- 2.5 Drawing S113 - LEVEL 3 REFERENCE PLAN
- 2.5.1 The load indicated at Emergency Entrance Canopy (in area 6-9/J-R) as SDL, is actually Total DL; snow piling as indicated also applies along lines J and R.
- 2.5.2 LL for the Lodge Canopy (shown at NE corner of the site) shall include snow piling, changing from 8.4 kPa at North edge of the canopy, to 3.0 kPa 8000 away from the North edge.

- 2.6 Drawing S215 - FOUNDATION, BASEMENT AND LEVEL 1 PLAN - BLOCK D
- 2.6.1 Pier Schedule: Revise pier P14 reinforcement to be 16-20V (HH).
- 2.6.2 Pier Schedule: Add pier type P15- 900x900 reinforced with 16-20V (HH), 10@300 ties.
- 2.6.3 Revise foundations as shown on Sketch **SK-S215-1**.
- 2.7 Drawing S216 - FOUNDATION, BASEMENT AND LEVEL 1 PLAN - BLOCK E
- 2.7.1 Concrete wall on line 17 between lines R and S to be 35 MPa.
- 2.7.2 150 Slab on Grade in area R-X/2-6 to be reinforced with polypropylene fibres (delete reference to notes on dwg. S114).
- 2.7.3 Add Pier P3 at wall corner near M/7.
- 2.7.4 Revise RAP TOF at location T/1 to be +4000
- 2.8 Drawing S217 - FOUNDATION, BASEMENT AND LEVEL 1 PLAN - BLOCK F
- 2.8.1 Revise Part Foundation and Level 1 Plan – Block C North as shown on Sketch **SK-S217-1**.
- 2.8.2 Caisson shown at location GG/1 can be replaced with RAP F4 (NP), TOF +4000.
- 2.8.3 Foundations at HH/4 and HHy/3x: revise TOC/TOF to be +3000.
- 2.9 Drawing S218 - FOUNDATION AND LEVEL 1 PLAN - BLOCK G
- 2.9.1 Revise depth of the Bunker floor depressions and the extent of High Density concrete; delete SOG steps below ducts, refer to Sketch **SK-S218-1**.
- 2.9.2 Reinforce 150 SOG inside the bunkers with 10@300 BEW.
- 2.9.3 Revise Bunker Notes # 3 and # 4 to read as follows:
- “3. Pours 1, 2 & 3 are below elevation -50 (U/N). High density concrete is not required for pour No.3 (U/N).
4. Pours 1a, 2a & 3a are above elevation -50 (U/N). Complete all pours 1, 2 & 3 prior to proceeding with these pours.”
- 2.9.4 Revise Bunker Key Plan 1 as shown on Sketch **SK-S218-2**.
- 2.9.5 Extend excavation and provide lean concrete below footings as shown on Sketch **SK-S218-3**.
- 2.9.6 Increase 150 floor depression (shown between QQ and RR near 15) to extend under the Control Room (to the North), and under the Anteroom and AC room (to the South).
- 2.9.7 Part Foundation and Level 1 Plan – replace two piers P14 shown along line 2 with two piers P15 (also affected Drawing S228); replace one RAP F2 (shown near 2/NN) with one RAP F3; extend two caissons close to line RR (one CA2 and one CA3) to be 4200 long.

- 2.10 Drawing S226 - LEVEL 2 FRAMING PLAN - BLOCK E
- 2.10.1 Add post HSS 178 OD x8 with BP1 at wall corner near M/7.
- 2.10.2 Section mark indicated on line 7 between lines P&Q should be F26/S315.
- 2.11 Drawing S227 - LEVEL 2 FRAMING PLAN - BLOCK F
- 2.11.1 Delete freestanding curved masonry wall and reinforcement shown on grid line 6 between grid lines HH and HHx.
- 2.11.2 Delete one of the slanted Lobby columns near JJ/6. Note that locations of some of the slanted Lobby columns at bottom are revised (refer to Architectural drawings), while the locations at roof level are unchanged. In addition, note that the slanted Lobby column designations have been revised to match Architectural drawings.
- 2.11.3 Revise plan as shown on sketches **SK-S227-1** and **SK-S227-2**.
- 2-12 Drawing S228 - LEVEL 2 FRAMING PLAN - BLOCK G
- 2.12.1 Increase slab depression between lines 18 and 21 to be -500; therefore, the hatched area on plan shall denote 750 deep drop (H=1000). Affected Sections: C2a, C2B and C2C/S421
- 2.13 Drawing S235 - LEVEL 3 FRAMING PLAN - BLOCK D
- 2.13.1 Revise stair mid-landing framing as shown on sketch **SK-S235-1**. This is a typical revision for reinforcing steel and details for all mid landings at each floor. Slab thicknesses and reinforcement to remain as shown on their respective plans.
- 2.13.2 Revise emergency canopy roof framing as shown on **SK-S235-2**.
- 2.13.3 Add section number "3XX/S333" to two section marks shown along grid line 24 near grid line K and L.
- 2.14 Drawing S236 - LEVEL 3 FRAMING PLAN - BLOCK E
- 2.14.1 Revise emergency canopy roof framing as shown on **SK-S236-1**.
- 2.14.2 Revise bottom reinforcement at stair midlanding near gridlines S-1 to be 25@200B
- 2.15 Drawing S237 - LEVEL 3 FRAMING PLAN - BLOCK F
- 2.15.1 Add section mark 3WW/S333 at curtain wall on gridline CC just south of gridline 14 (at stretcher alcove)
- 2.15.2 Part Level 3 Framing Plan, Block C - add section mark EB1/S281 cut through line exT just south of ex11.

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- 2.15.3 Revise south link as shown on sketches **SK-S237-1** and **SK-S237-2**.

 - 2.16 Drawing S238 - LEVEL 3 FRAMING PLAN - BLOCK G
 - 2.16.1 Increase slab depression between lines 18 and 21 to be -500; therefore, the hatched area on plan shall denote 750 deep drop (H=1000). Affected Sections: C3C, C3E, C3H and C3J/S431.
 - 2.16.2 Revise Main Canopy Roof framing plan as shown on **SK-S238-1**.
 - 2.17 Drawing S245 - LEVEL 4 FRAMING PLAN - BLOCK D
 - 2.17.1 Revise two wall plates adjacent to grid line K-21 from WP1 to WP8.
 - 2.18 Drawing S246 - LEVEL 4 FRAMING PLAN - BLOCK E
 - 2.18.1 Revise two wall plates west grid line R near 16 from WP1 to WP8. Revise two wall plates adjacent to grid line V-16 from WP1 to WP8.
 - 2.19 Drawing S247 - LEVEL 4 FRAMING PLAN - BLOCK F
 - 2.19.1 Revise two wall plates adjacent to grid line CC-21 from WP1 to WP8.
 - 2.20 Drawing S248 - LEVEL 4 FRAMING PLAN - BLOCK G
 - 2.20.1 Revise posts PA above (supporting mechanical units) to be HSS 152x152x6.4 (12 total); provide 5mm closure plates at top; use WT gussets as required to connect bracings to posts.
 - 2.20.2 Delete one of the wind posts near QR/15, refer to revised drawings S258 and S561. Affected drawings S268 and S278.
 - 2.21 Drawing S255 - LEVEL 5 (P/H FLOOR) FRAMING PLAN - BLOCK D
 - 2.21.1 Delete drawing S255 issued for RFP and revise the structure as shown on drawing **S255**, Issued for Addendum #1, dated July 14, 2008. Note: In addition to bubbled revisions, grid line locations have been corrected.
 - 2.22 Drawing S256 - LEVEL 5 (P/H FLOOR) FRAMING PLAN - BLOCK E
 - 2.22.1 Delete drawing S256 issued for RFP and revise the structure as shown on drawing **S256**, Issued for Addendum #1, dated July 14, 2008. Note: In addition to bubbled revisions, grid line locations have been corrected.

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- 2.23 Drawing S257 - LEVEL 5 (P/H FLOOR) FRAMING PLAN - BLOCK F
- 2.23.1 Delete drawing S257 issued for RFP and revise the structure as shown on drawing **S257**, Issued for Addendum #1, dated July 14, 2008. Note: In addition to bubbled revisions, grid line locations have been corrected.
- 2.24 Drawing S258 - LEVEL 5 (P/H FLOOR) FRAMING PLAN - BLOCK G
- 2.24.1 Delete drawing S258 issued for RFP and revise the structure as shown on drawing **S258**, Issued for Addendum #1, dated July 14, 2008. Note: In addition to bubbled revisions, grid line locations have been corrected.
- 2.25 Drawing S268 - LOBBY ROOF AND CANCER CENTER LOW ROOF FRAMING PLAN (note this drawing title has been changed)
- 2.25.1 Revise roof framing related to guy wires as shown on **SK-S268-1**
- 2.26 Drawing S275 - P/H ROOF FRAMING PLAN – BLOCK D
- 2.26.1 Elevator Roof Framing Plan Block D – provide two WP1 for the hoist beam support.
- 2.27 Drawing S277 - P/H ROOF FRAMING PLAN – BLOCK F
- 2.27.1 P/H Roof Framing Plan-Block F: add drawings note: "See Drawings S116 for P/H roof framing plan notes.
- 2.28 Drawing S281 - PART PLANS - BLOCK A, B & C
- 2.28.1 Provide additional concrete topping as shown in sketch **SK-S281-1**.
- 2.28.2 Revise elevation along line M as shown in sketch **SK-S281-2**.
- 2.28.3 Add Detail A1/S281 as shown on Sketch **SK-S281-3**.
- 2.29 Drawing S291 - LODGE CANOPY PLANS AND DETAILS
- 2.29.1 Delete drawing S291 issued for RFP and revise the structure as shown on drawing **S291**, Issued for Addendum #1, dated July 14, 2008.
- 2.30 Drawing S311 - PATIENT BLOCK FOUNDATION SECTIONS - SHEET 1
- 2.30.1 Sections F1 to F3/S311: revise exp. joint to be 100 mm wide.

- 2.31 Drawing S312 - PATIENT BLOCK FOUNDATION SECTIONS - SHEET 2
- 2.31.1 Section F9/S312: revise 600 wall reinforcing from 25@200 VIF to 35@250 VIF. Revise concrete strength of the 600 wall to be 35 MPa.
- 2.32 Drawing S314 - PATIENT BLOCK FOUNDATION SECTIONS - SHEET 4
- 2.32.1 Sections F19 and F20/S314: revise exp. joint to be 100 mm wide.
- 2.33.1 Drawing S315 - PATIENT BLOCK FOUNDATION SECTIONS - SHEET 5
- 2.33.2 Section F27/S315: revise distance from Level 2 datum to top of grade beam to be 850 mm.
- 2.33.3 Add Section F28p/S315 as shown on Sketch **SK-S315-1**.
- 2.33.4 Section F29/S315 – lower foundations to set the u/s of masonry veneer at elevation -600. Note that u/s of veneer elevation varies (typ.).
- 2.34 Drawing S316 - PATIENT BLOCK FOUNDATION SECTIONS - SHEET 6
- 2.34.1 Section F34/S316: 2-10 cont. and 10@400 / 15@400 dowels to be epoxy coated.
- 2.34.2 Section F41/S316: increase wall footing to be 850 wide, 300 deep.
- 2.34.3 Sections F42, F43 and F44/S316: revise the note to read: "Compact / replace existing fill with lean concrete as necessary to achieve the required soil bearing capacity." Make reference to T3103/S101 for pipes under footing details.
- 2.35 Drawing S317 - PATIENT BLOCK FOUNDATION SECTIONS - SHEET 7
- 2.35.1 Section F46A/S317: lower the grade beam and set at tops of bored concrete piers beyond and behind.
- 2.35.2 Revise Section F47/S317 as shown on Sketch **SK-S317-1**.
- 2.35.3 Revise Section F48/S317 as shown on Sketch **SK-S317-2**.
- 2.35.4 Section F52/S317: Revise foundation reinforcing to be 6-15 T cont.
- 2.36 Drawing S321 - PATIENT BLOCK LEVEL 2 SECTIONS
- 2.36.1 Revise Section 2B/S321 as shown on **SK-S321-1**.
- 2.36.2 Section 2C/S321: reinforce concrete encasement at base of steel columns with 8-10V, 10@300 ties.

- 2.37 Drawing S331 - PATIENT BLOCK LEVEL 3 SECTIONS - SHEET 1
- 2.37.1 Section 3P, 3R and 3S/S331: Revise reinforcing and downturn width as shown on sketch **SK-S331-1**. This revision also applies to section 3Q/S331.
- 2.37.2 Section 3U/S331: revise note to read: "reinforce as per 3F/S331".
- 2.38 Drawing S333 - PATIENT BLOCK LEVEL 3 SECTIONS - SHEET 3
- 2.38.1 Delete drawing S333 issued for RFP, and revise the structure as shown on drawing **S333**, Issued for Addendum #1, dated July 14, 2008.
- 2.39 Drawing S351 - PATIENT BLOCK LEVEL 5 (P/H FLOOR) SECTIONS - SHEET 1
- 2.39.1 Section 5C/S351: Add note that continuous 8 bent plate at the parapet shall be "galvanized (typical)".
- 2.39.2 Section 5M/S351, 5N/S351: Revise as shown in sketch **SK-S351-1**.
- 2.40 Drawing S352 - PATIENT BLOCK LEVEL 5 (P/H FLOOR) SECTIONS - SHEET 2
- 2.40.1 Section 5Z/S352: Revise section and add section mark 5Za/S352 as shown in sketch **SK-S352-1**. Revise exterior curb dimension from grid line to exterior face of curb to match architectural details.
- 2.40.2 Section 5AA/S352: Revise section 5AA/S352 as shown in sketch **SK-S352-2**. Revise sections 5BB/S352 and 5DD/S352 similarly.
- 2.40.3 Section 5RR/S352: Delete previous section and replace with section as shown in sketch **SK-S352-3**.
- 2.41 Drawing S391 - EMERGENCY CANOPY SECTIONS - SHEET 1
- 2.41.1 Delete Drawing S391 issued for RFP and revise the structure as shown on drawing **S391**, issued for Addendum #1, dated July 14, 2008.
- 2.42 Drawing S392 - EMERGENCY CANOPY SECTIONS - SHEET 2
- 2.42.1 Delete Drawing S392 issued for RFP and revise the structure as shown on drawing **S392**, issued for Addendum #1, dated July 14, 2008.
- 2.43 Drawing S393 - MAIN CANOPY, ELECTRICAL SHED & LANDSCAPING SECTIONS (note this drawing title has been changed)
- 2.43.1 Delete Drawing S393 issued for RFP and revise the structure as shown on drawing **S393**, issued for Addendum #1, dated July 14, 2008.

- 2.44 Drawing S394 - LINK CANOPY SECTIONS
 - 2.44.1 Delete Drawing S394 issued for RFP and revise the structure as shown on drawing **S394**, issued for Addendum #1, dated July 14, 2008

- 2.45 Drawing S415 - CANCER CENTRE BUNKER SECTIONS
 - 2.45.1 Sections FB1, FB2, FB4 to FB11/S415: Relocate wall construction joints from Elevation -660 to Elevation -50; adjust location of vertical reinforcing splices accordingly.
 - 2.45.2 Section FB3/S415: Extend concrete foundation wall to elevation -50.
 - 2.45.3 Section FB4/S415: Bottom of High Density Concrete to be at elevation -50.
 - 2.45.4 Section FB7/S415: Bottom of High Density concrete to be at elevation -50, except against the floor depressions behind, where it shall extend to elevation -660 (as indicated on the revised Level 1 plan).
 - 2.45.5 Section FB8/S415: Extend High Density Concrete down to top of footing.
 - 2.45.6 Section FB9/S415: Bottom of High Density Concrete to be at elevation -50; High Density Concrete cast with beam to extend to outside face of the concrete wall, with bondbreaker location adjusted accordingly; shielding block at face of concrete to be 90.
 - 2.45.7 Section FB10/S415: Shielding block at face of concrete to be 90.

- 2.46 Drawing S421 - CANCER CENTRE LEVEL 2 SECTIONS
 - 2.46.1 Section C2B/S421: Increase curb reinforcing to be 2-10 cont.
 - 2.46.2 Section C2E/S421: Structural steel need not be AESS.

- 2.47 Drawing S431 - CANCER CENTRE LEVEL 3 SECTIONS
 - 2.47.1 Section C3C / S431: show concrete topping for slope, poured monolithically with slab.
 - 2.47.2 Section C3E / S431: show concrete topping for slope, poured monolithically with slab; lower top of curb elevation to be at datum..

- 2.48 Drawing S451 - CANCER CENTRE LEVEL 5 AND ROOF SECTIONS
 - 2.48.1 Revise Sections C5F/S451 as shown on **SK-S451-1**; delete Section C5Fp/S451.

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- 2.49 Drawing S511 - PATIENT BLOCK COLUMN SCHEDULE - SHEET 1
- 2.49.1 Revise Steel Column Schedule Notes as shown on **SK-S511-1**.
- 2.49.2 Columns N/7, P/7 and Q/7: Connect for T=200.
- 2.49.3 Column T/1: Revise distance from Level 2 to u/s of column to be 600
- 2.50 Drawing S512 - PATIENT BLOCK COLUMN SCHEDULE - SHEET 2
- 2.50.1 Column GG/1: Revise distance from Level 2 to u/s of column to be 600.
- 2.51 Drawing S521 - CANCER CENTRE COLUMN SCHEDULE
- 2.51.1 Column QQ/5: revise to 600x600, from level 1 to Level 2 only. Reinforcing unchanged. Affected plans – S218 and S228.
- 2.52 Drawing S541 - CANCER CENTRE SHEAR WALL SCHEDULE
- 2.52.1 Add shear wall openings as shown on **SK-S541-1**.
- 2.53 Drawing S551 - PATIENT BLOCK PENTHOUSE ELEVATIONS - SHEET 1
- 2.53.1 Girt Schedule: revise Girt G6 to be 254x152x6.4 (LSH).
- 2.54 Drawing S553 - GLAZED WALL ELEVATIONS
- 2.54.1 Revise Elevation F/S553 as shown on **SK-S553-1**.
- 2.54.2 Elevation G/S553: add two members C3 at Level 2 between lines 22 and 24.
- 2.54.3 Member size schedule: add member C10 – HSS 457x457 x 9.5.
- 2.55 Drawing S561 - CANCER CENTRE PENTHOUSE ELEVATIONS
- 2.55.1 Elevation CC1/S561 – torsional connections indicated for the bottom line of girts is not required.
- 2.55.2 Revise Elevation CC2/S561 as shown on **SK-S561-1**.
- 2.55.3 Revise Elevation CC3/S561 as shown on **SK-S561-2**.
- 2.55.4 Revise Elevation CC4/S561 as shown on **SK-S561-3**.

Attachments:

Drawings:

S255	S256	S257
S258	S291	S333
S391	S392	S393
S394		

Sketches:

SK-S103 -1&2	SK-S-105-1	SK-S106-1
SK-S107-1	SK-S215-1	SK-S217-1
SK-S218-1 to 3	SK-S227-1&2	SK-S235-1&2
SK-S236-1	SK-S237-1&2	SK-S238-1
SK-S268-1	SK-S281-1 to 3	SK-S315-1
SK-S317-1&2	SK-S321-1	SK-S331-1
SK-S351-1	SK-S352-1 to 3	SK-S451-1
SK-S511-1	SK-S541-1	SK-S553-1
SK-S561-1 to 3		

- End of Addendum -

Documents, contract requirements, specifications, drawings and schedules for



Royal Victoria Hospital

Project Manual
ROYAL VICTORIA HOSPITAL
Phase One Redevelopment Project
201 Georgian Drive
Barrie, Ontario

Are amended as follows:

Mechanical Addendum

A2-1 **REFER** to Mechanical M1-Supplement to Addendum No. 1 consisting of one (1) page dated July 15, 2008 and is appended hereto.

A2-2 Appended are the new documents that are listed in the attached Mechanical Addendum and shall form part of the *Contract Documents*.

The above noted document headings were previously listed in the contents of Addendum #1 but the specification sections were omitted and are being issued as part of Addendum #2.

A2-3 Appended are the re-issued drawings that are listed in the attached Mechanical Addendum and shall form part of the *Contract Documents*.

The above noted re-issued drawings were previously listed and issued with Addendum #1 but portions of the drawings were illegible and are being re-issued for clarification as part of Addendum #2.

- End of Addendum 2-

This Mechanical Addendum #M1-Supplement forms Part of the RFP and Contract Documents for the above Project as follows:

M1-1 SPECIFICATIONS

1.1 The following missing sections from Mechanical Addendum #M1 are issued herewith.

- .1 Specification Section 20 05 02 (R1) - Mechanical Work in Phased Construction.
- .2 Specification Section 22 05 01 - Plumbing General - RVH Hospital Equipment Schedule.
- .3 Specification Section 22 13 15 - Drainage and Vent Piping PVC.

M1-2 DRAWINGS

2.1 The following drawings issued with Mechanical Addendum #M1 were printed illegible and are re-issued for clarification herewith.

- .1 *Mechanical Drawing No. M220D - Second Floor, Plumbing & Medical Gases, Block A-B South Demolition .*
- .2 *Mechanical Drawing No. M420D - Second Floor, Ventilation Demolition, Block A - B South.*
- .3 *Mechanical Drawing No. M420 - Second Floor, Ventilation, Block A - B South.*
- .4 *Mechanical Drawing No. M421D - Second Floor, Ventilation Demolition, Block C - South.*
- .5 *Mechanical Drawing No. M421 - Second Floor, Ventilation, Block C - South.*
- .6 *Mechanical Drawing No. M422D - Second Floor, Ventilation Demolition, Block A - B North.*
- .7 *Mechanical Drawing No. M422 - Second Floor, Ventilation, Block A - B North.*
- .8 *Mechanical Drawing No. M423D - Second Floor, Ventilation Demolition, Block C North.*
- .9 *Mechanical Drawing No. M423 - Second Floor, Ventilation, Block C North.*
- .10 *Mechanical Drawing No. M520D - Second Floor, Heating Demolition, Block A - B South.*
- .11 *Mechanical Drawing No. M520 - Second Floor, Heating, Block A - B South.*
- .12 *Mechanical Drawing No. M521D - Second Floor, Heating Demolition, Block C South.*
- .13 *Mechanical Drawing No. M521 - Second Floor, Heating, Block C South.*
- .14 *Mechanical Drawing No. M522D - Second Floor, Heating Demolition, Block A - B North.*
- .15 *Mechanical Drawing No. M522 - Second Floor, Heating, Block A - B North.*
- .16 *Mechanical Drawing No. M523D - Second Floor, Heating Demolition, Block C North.*
- .17 *Mechanical Drawing No. M523 - Second Floor, Heating, Block C North.*
- .18 *Mechanical Drawing No. M761 - First - Fifth Floors, Ventilation, Block C - North Early Work Details.*
- .19 *Mechanical Drawing No. M912 - First Floor. Fire Protection. Block A-B - North.*
- .20 *Mechanical Drawing No. M920 - Second Floor. Fire Protection. Block A-B - South.*
- .21 *Mechanical Drawing No. M922 - Second Floor. Fire Protection. Block A-B - North.*
- .22 *Mechanical Drawing No. M923 - Second Floor. Fire Protection. Block C - North.*

End of Mechanical Addendum #M1-Supplement

ADDENDUM NO. 3

August 11, 2008



Royal Victoria Hospital

**Phase One Redevelopment Project
201 Georgian Drive
Barrie, Ontario**

Project Number: 0639

Documents, contract requirements, specifications, drawings and schedules for



Project Manual
ROYAL VICTORIA HOSPITAL
Phase One Redevelopment Project
201 Georgian Drive
Barrie, Ontario

Are amended as follows:

A3-1 General Notes:

- .1 Refer to ETS Lindgren drawings and specifications issued previously under Addendum No. 1. Note that references to Work 'by others' as noted therein shall be the responsibility of Project Co. and form part of the 'Work' of this Contract.

A3-2 00 30 00 (R0) Available Information June 16, 2008. Revise section as follows:

ADD the following, to 1.2:

.15 Designated Substance Reports:

- .1 Refer to Designated Substance Survey attached and forming part of this Addendum. This report identifies various designated substances located within the existing building. It shall be noted that Work within the existing hospital involving these substances, as noted shall, (including demolition and removal) be carried out by appropriately certified and insured parties. Removal and disposal of said designated substances shall be in accordance with the noted recommendations and conclusions as noted in the report and shall form part of the Work under this Contract;
- .2 "Designated Substance Survey" dated July 11, 2008, prepared by Trow Associates Inc. consisting of

A3-3 02 41 10 (R0) Selective Demolition (R0) dated June 16, 2008. Revise section as follows:

ADD the following, to 1.4:

- .5 Carry out Work in areas of the hospital where operations include nuclear medicine, in strict accordance with the Regulatory Guide G-219 published by the Canadian Nuclear Safety Commission dated June 2000. This guide may be viewed online at http://cnscc.gc.ca/pubs_catalogue/uploads/G219_e.pdf. This guide must be carefully reviewed prior to proceeding with work involving nuclear medicine areas. Commencement of work signifies that the contractor has read and understood the requirements of this guide.

REVISE 2.2 in its entirety, to read as follows: “Labour, materials, products, equipment and services required to

2.2 EQUIPMENT

- .1 Leave equipment and machinery running only while in use, except where extreme temperatures prohibit shutting down.
- .2 Where possible use water efficient wetting equipment/trucks/attachments when minimizing dust.
- .3 Demonstrate that tools are being used in manner which allows for salvage of materials in best condition possible.

A3-4 **DELETE** document “02 41 21 (R0) Expansion Joint Cover Assemblies (EJ)” dated June 16, 2008 in its entirety.

A3-5 **ADD** document “03 45 00 (R0) Pre-cast Architectural Concrete” dated August 11, 2008 and consisting of eight (8) pages, forming part of the *Contract Documents* and is appended hereto.

A3-6 03 54 16 (R0) Hydraulic Cement Underlayment dated June 16, 2008. Revise section as follows:
REVISE 1.1.2 to read as follows: “Labour, materials, products, equipment and services required to complete the self-levelling, cement based, self finishing, underlayment part of the *Work*.”

A3-7 04 43 26 (R0) Dimensioned Stone Veneer Cladding dated June 16, 2008. Revise section as follows:
ADD the following, to 2.10 as follows: Stone panels manufactured with square edge, for an invisible butt joint between stone panels.

A3-8 **DELETE** document “05 95 13 (R0) Expansion Joint Cover Assemblies (EJ)” dated June 16, 2008 and consisting of four (4) pages and remove it from the Project Manual and from the *Contract Documents*. Substitute with document “05 95 13 (R1) Expansion Joint Cover Assemblies (EJ)” dated August 11, 2008, consisting of seven (7) pages. Substitute document 05 95 13 (R1) shall form part of the *Contract Documents* and is appended hereto.

A3-9 06 40 00 (R0) Architectural Woodwork (PLAM) (SPS) (WD) dated June 16, 2008. Revise section as follows:

ADD the following in its entirety, to 2.2 as follows:

- .7 Upholstery:
- .1 Cushioning: Polyurethane foam upholstery cushioning, closed cell, density as directed by the *Consultant*;
 - .2 Underpad: 25 mm thick, synthetic foam, fire-retardant;

- .3 Fabric (FAB1): Arc Com – Task Force Illusion vinyl upholstery AC-68580 Clay #1;
- .4 Fabric (FAB2): Arc Com – Task Force Illusion vinyl upholstery AC-68593 Pebble #14;
- .5 Fabric (FAB3): Arc Com – Task Force Illusion vinyl upholstery AC-68594 Sand #15;
- .6 Fabric (FAB4): Arc Com – Task Force Illusion vinyl upholstery AC-68595 Nutmeg #16.

ADD the following in its entirety, to 2.2 as follows:

- .5 Cabinet Hardware and Accessory Schedule:
 - .1 Sub-contractor shall review drawings and be responsible for establishing quantities of hardware components required;
 - .2 Pull: Hafele Model #124.02.220, 70 mm, CHR;
 - .3 Hinge: Blum #95 M 5580 full overlay 125° with appropriate #195 series mounting plate;
 - .4 Door Bumper: Blum #TP1950 adhesive type (two [2] per door);
 - .5 Magnetic Catch: Amerock #9765;
 - .6 Surface Bolt: Hafele #252.02.644 or Stanley 79-3021 with #251.60.703 adjustable strike plate;
 - .7 Door/Drawer Lock: National Lock C8053, five (5) disc tumbler cam lock (keyed alike per room);
 - .8 Pilaster: K & V #255 ZC;
 - .9 Pilaster Clip: K & V #256 ZC;
 - .10 Standard Drawer Slide: Accuride #3832 Series, 90-100 lb rating;
 - .11 Keyboard Tray: Supplied by Owner, installed by this section;
 - .12 Cable Grommets: Flanged black plastic sleeve complete with rotating black plastic cap, for pressing or gluing into 80 mm holes, purpose made to protect wiring from damage, Hafele 631.26.302.
 - .13 Touch Latch: Richelieu #75037-90, black plastic;
 - .14 Coat Rod: K & V #770 - CHR;
 - .15 Coat Rod Flange: K & V #764 CHR;
 - .16 Sliding Track for glass pass through windows: C.R. Laurence #D2200A, Economy Track Assembly, plastic upper, aluminum lower with nylon wheels;
 - .17 Lock for cabinet sliding glass doors: C.R. Laurence #KML41GL, Keymatic Sliding Glass Plunger Lock;
 - .18 Pull for cabinet sliding glass doors: C.R. Laurence #KV836, Threaded Finger Pull for 6 mm glass, Anachrome;
 - .19 Pencil Drawer: Hafele #429.59.340, 370 mm wide black plastic tray complete with ball bearing slides;
 - .20 File Drawer Frame: Hafele #422.74.310, letter width, black hanging file frame system, (steel profile with plastic ends);

- .21 Display Case Sliding Glass Door Fittings: Hettich Slide Line 97 System, complete with:
 - .1 double guide profile, #076470;
 - .2 running component #076471;
 - .3 running part #076472
 - .4 stop: 076475;
 - .5 double runner rail: #076478;
 - .6 end plate: #076480;
 - .7 running component handle: 076481;
 - .8 adapter: #076482;
 - .9 Prestige 2000 cylinder lock c/w cylinder and keys;
 - .10 Tool #076484, one (1) per set of doors.
- .22 Glass Shelves Suspension System:
 - .1 3 mm stainless steel cables;
 - .2 c/w spring loaded top anchor;
 - .3 base anchor with adjustable sleeve;
 - .4 shelf supports and twin shelf supports for up to 10 mm shelves;
 - .5 provide sufficient anchors to support shelves as shown on drawings;
 - .6 acceptable manufacturer: Mustang Systems as distributed by Itech Display Inc. (866) 443-0770 or approved equal by Match Display, (877) 735-0735.
- .23 Tambour Door System:
 - .1 aluminum tambour door system as manufactured by Hafale;
 - .2 vertical sliding operation;
 - .3 c/w grip handle, track/glide components, textile tape and counter balancing mechanism;
 - .6 components, accessories and related parts for this system, must be designed for use with an aluminum tambour system as recommended by the tambour door manufacturer.

A3-10 ADD document "06 40 13 (R0) Timber and Woodworking" dated August 11, 2008 and consisting of three (3) pages, forming part of the *Contract Documents* and is appended hereto.

A3-11 07 51 12 (R0) Waterproofing Membrane dated June 16, 2008. Revise section as follows:

REVISE 2.2.3 to read as follows:

- .3 Substitutions:
 - .1 Requests for substitutions for products specified herein will be considered in accordance with Substitution Procedures and with the approval of the *Consultant*.

- .2 Acceptable waterproofing membranes from the following manufacturers are acceptable:
 - .1 W.R. Meadows;
 - .2 Grace.

A3-12 07 52 16 (R0) Cold-Applied SBS Modified Bituminous Membrane Roofing dated June 16, 2008. Revise section as follows:

ADD the following to 2.2 as follows:

"Tapered Roof Insulation: Factory engineered tapered high density fibreboard having a minimum slope of 1:100 as manufactured by Accu-Plane Systems Inc. or Posi-Slope Insulation Manufacturing. Locations and extent of tapered insulation as per drawings."

ADD the following to 3.2 as follows:

- .6 Remove, without damage, existing pre-cast concrete pavers and existing ballast and relocate and stockpile for re-use. Do not stockpile materials on new or existing roof. Re-instate pavers and ballast as required to locations as directed or as shown on drawings. In the event that materials are damaged or not suitable for re-use, inform Consultant, in writing, within five (5) days.

A3-13 07 53 23 (R0) Thermoplastic Single Ply Membrane Roofing dated June 16, 2008. Revise section as follows:

ADD the following to 3.2 as follows:

- .17 Building Expansion Joints:
 - .3 Fill joint with loose insulation;
 - .4 Provide minimum 16 mm thick plywood to top and sides of wood blocking, or as shown on drawings, secured one (1) side only; as specified in Section 06 10 00, Rough Carpentry;
 - .5 Install elastomeric sheeting centred over expansion joint;
 - .6 Fully adhere sheeting to horizontal and vertical blocking surfaces with flashing adhesive. Press sheeting into adhesive. Ensure complete bond and continuity without wrinkles or voids;
 - .7 Elastomeric Sheeting Width: Sufficient to extend onto adjacent roofing minimum 150 mm;
 - .8 Lap sheeting ends 100 mm and adhere with flashing adhesive.

A3-14 07 53 24 (R0) EPDM Protected Membrane Roofing dated June 16, 2008. Revise section as follows:

REVISE 1.1.2 to read as follows: "Materials and installation for an EPDM Protected Membrane Roofing including associated roof insulation and accessories (R-9), (R-10), (R-11) and (R-12A)."

A3-15 07 55 53 (R0) Elastomeric Protected Membrane Roofing dated June 16, 2008. Revise section as follows:

ADD the following to 1.1 as follows:

.3 **R-12** and **R-13** roof types in plenum and dog house areas, to extent and at locations as shown on drawings.

REVISE 2.2.5. to read as follows: "Root barrier/separation sheet: 0.15 mm thick polyethylene sheet, to CAN/CGSB-51.34-M."

REVISE 2.3.1. to read as follows: "Vegetated Area Inspection Chamber: as specified in"

A3-16 07 55 63 (R0) Vegetated Roofing dated June 16, 2008. Revise section as follows:

REVISE 1.5.2 to read as follows: "Class 'A' Roof Covering"

DELETE 1.15.1.8 in its entirety.

REVISE 2.1.5 to read as follows: ".....retention capacity: 3 l/m². Weight: approximately 1.7 kg/m². Dimensions: 1 x 2 x 0.025 m. Drainage layer depth may vary. Increase depth of drainage layer to accommodate different required depths as per drawings. See drawings for locations and different drainage layer depths."

REVISE 2.1.8 to read as follows: "Plant Material: ZinCo Plug plants: Plant material potted in 50 x 65 mm, grasses and herbs. Quantity: at least sixteen (20) plants/m²; to be....."

REVISE 2.2.2.2 to read as follows: "Saturated weight with mature vegetation: approximately 12 kPa maximum;"

REVISE 2.2.2.6 to read as follows: "Plants: LiveRoof is an "extensive" green roof system. LiveRoof recommended plant mixes are composed of highly drought resistant ground covers."

REVISE 3.3.6 to read as follows: ".....watering right after the installation. Install the plants in a mix with ground covers and single uprights. Quantity: at least 20 plant/m²."

A3-17 07 62 00 (R0) Sheet Metal Flashing and Trim" dated June 16, 2008. Revise section as follows:

REVISE 2.1.1 to read as follows: "Sheet Metal: Minimum 18 ga base steel thickness, galvanized sheet steel to ASTM A653, grade 33 steel, Z275 (275 g/m²) coating designation. Pre-finished colours based on minimum three (3) custom colours."

DELETE 2.1.2 in its entirety.

REVISE 2.1.7 to read as follows: “Fasteners: of same material as sheet metal, to CSA B111, galvanized flat head.....”

DELETE 2.4.2 in its entirety.

A3-18

07 81 20 (R0) Spray Applied Fireproofing” dated June 16, 2008. Revise section as follows:

REVISE 2.1.1 to read as follows: “Cafco 400” as manufactured by Isolatek International.”

ADD the following to 1.2 as follows:

.3 Pre-installation Meeting: Convene a pre-installation meeting for the products specified in this section, in accordance with Project Meetings. Attendees must include, as a minimum, representatives of the following:

- .1 Contractor (site superintendent and project manager);
- .2 Installation sub-contractor (site foreman and project manager);
- .3 Product manufacturer and/or distributor (technical representatives);
- .4 Related sub-contractors and;
- .5 Consultant.

ADD the following to 2.1 as follows:

.3 Acceptable alternate spray fireproofing products and manufacturers:

- .1 Monokote Z106 as manufactured by Carboline;
- .2 Type 7GP as manufactured by A/D Fire Protection.

A3-19

08 11 14 (R0) Sliding Aluminum Framed Glass Doors” dated June 16, 2008. Revise section as follows:

REVISE 2.2.1.3 as follows: Make provisions in doors and frames to suit requirements of trade or section providing electrically operated hardware and/or security devices. Frames with electrified devices shall include electrical connection mortar boxes sized to accommodate devices specified in Section 08 71 00. At time of frame manufacture, electrical connection mortar boxes shall be supplied by Section 08 71 00 for installation into frame by Work of this section. Frame electrical mortar connection boxes shall be positioned flush to edge of frame face return. Clearance shall be maintained to allow wall material to be consistently applied for length of frame member. Frame connection mortar boxes shall be welded in place and positioned to necessary clearance for electrical trade to install conduit and connection components. Conduit layout shall be in a manner that takes conduit up to the ceiling in an uninterrupted configuration to accommodate wire installation.

A3-20

08 32 13 (R0) Sliding Aluminum Framed Glass Doors” dated June 16, 2008. Revise section as follows:

REVISE 1.7 Waste Management and Disposal. At locations where “.....approved by Consultant.” is mentioned, replace wording in its entirety to read: “.....as approved by authorities having jurisdiction.”

REVISE 2.2.2, Paragraphs .1 through .4 to read as follows: “.....as indicated on the drawings or schedule(s),”

REVISE 2.2.4.3, to read as follows: “Active Leaves: 6 mm (¼”) glass, tempered, laminated, TLGL glass designation.”

REVISE 2.2.11.1, to read as follows: “.....no greater force than 20 lbs and comply with”

A3-21 08 42 29 (R1) Automatic Entrances” dated July 14, 2008. Revise section as follows:

DELETE 1.4.3.1 in its entirety.

REVISE 2.1.23 to read as follows: Design equipment to operate at ambient temperatures between 35° F to 122° F (-30° C to 50° C)

DELETE 2.3.3.3. in its entirety.

A3-22 08 42 33 (R0) Revolving Doors Entrances” dated July 14, 2008. Revise section as follows:

REVISE 1.5.1 to read as follows: “.....manufacturer, at its sole option, will repair or replace revolving door manufacturer’s automatic door component or parts thereof found to be defective in material or workmanship. Components repaired or replaced under this warranty are warranted only for the remainder of the period covered by this warranty.”

REVISE 2.2.2 to read as follows: “Rotating Wings shall be slim-line aluminum extrusion, two (2) wing configuration, clear anodized finish.”

REVISE 2.2.4 to read as follows: “Ceiling Lights - provide twelve (12) 12-volt, Quartz Halogen flush mounted ceiling light fixtures with activation control via the program selection switch. 203-220VAC, AC light fixtures shall not be acceptable.”

REVISE 2.5.3.5 to read as follows: “The PCD to accommodate remote diagnostics via a modem and client supplied telephone/data line.”

REVISE 2.6.1 to read as follows: “Curved Enclosure - curved walls and canopy shall be Clear Anodized Aluminum Finish.”

REVISE 3.4.1 to read as follows: “Factory glaze revolving doors.”

REVISE 3.5.1 to read as follows: “Upon completion of the *Work* and just prior to final review or at a time as directed by the Consultant, inspect, test and adjust installation.”

A3-23 08 44 13 (R0) Glazed Aluminum Curtain Wall” dated July 14, 2008. Revise section as follows:
REVISE 2.6.4 to read as follows: “Fabricate members to the profiles shown on the drawings. Wall thickness of extrusions or reinforcing shall be as required to meet the design requirements including modifications or additional reinforcing/brackets necessary to support sunshade assemblies. Frames shall have a continuous thermal break.”

A3-24 08 80 50 (R0) Glazing” dated June 16, 2008. Revise section as follows:
REVISE 1.4.3 to read as follows: “Mock-ups (not including mock-ups for curtain walls):”

REVISE 2.1.7 to read as follows: “Heat absorbing glass: CAN2-12.4, Tint – bronze. Colour shall be uniform throughout the glass thickness.”

REVISE 2.1.8 to read as follows: “Low Emissivity Coating: Solarban 60 or TiAC36.”

REVISE 2.1.9 to read as follows: “Insulating glass units: CAN2-12.8 and composed of two (2) and/or three (3) panes of minimum.....”

ADD the following to 2.1 as follows:

- .10 Mirrors:
 - .4 CAN/CGSB-12.5 Type 1A, silvered, polished float glass ¼” thick and withstanding a seventy two (72) hour exposure complying with ASTM B117. Mirror backing shall be resistant to sulphur and hydrogen sulphide fumes. Coat mirror backs with epoxy paint and allow to cure before delivery to the Site;
 - .5 Mirrors to be free of optical distortion with polished and ground edges unless noted otherwise;
 - .6 Adhesive for mirrors: Special mirror mastic, 'Mirro-Mastic' by Palmer Products Corporation.

ADD the following to 2.3:

- .10 AETGL: Acid etched tempered glass;
- .11 GLCOLR: coloured glass;

REVISE 2.3.2 to read as follows: “UGL: Ultra-clear glass, (low iron)”

DELETE 3.5 in its entirety.

A3-25 Door Schedule dated August 11, 2008. Schedule revised as follows:
REVISED various pages of Door Schedule dated August 11, 2008: Page numbers of revised pages as follows: Pages 6, 7, 8, 15, 16, 18, 19, 20, 22, 24, 25, 36, 37, 64, 69, 74, 75, 80 and 85 are revised as indicated and are appended hereto

A3-26 09 21 16 (R0) Gypsum Board Assemblies” dated June 16, 2008. Revise section as follows:

ADD the following to 2.1.2 as follows:

- .7 Water-resistant board: to ASTM C630/C630M regular, thickness as shown on drawings and standard widths x maximum practical length. Locations as shown on drawings and as required for bathrooms and wet areas, unless shown otherwise on drawings.
- .8 Impact Resistant Gypsum Board: “Fiberock Abuse Resistant” manufactured by CGC or approved manufacture. Impact resistant Gypsum Board to be painted in areas as shown on the room finish schedule.

REVISE 2.1.3.2 to read as follows: “.....suit metal studs. Use high legs at track locations;”

ADD the following to 2.1.4:

- .18 Edge Trim: “Bailey D-200” or “CGC 200-B Standard” or approved equal.
- .19 Special Trim:
 - .1 Perimeter Reveals: Model “FD-1210”, vented, straight sections to suit project configurations as shown on drawings;
 - .2 Intermediate Reveals: Model “RD-1210”, locations and extent as shown on drawings;
 - .3 Provide factory assembled two (2) way, three (3) way and four (4) way intersections for junctions of perimeter and intermediate reveals;
 - .4 Finish: clear anodized aluminum finish;
 - .5 Approved manufacturer: Gordon Incorporated, distributed by Sound Solutions Architectural Products or approved equal, reviewed and approved by the Consultant.
- .20 Stainless Steel Guards (CG): 16 ga Type #304 alloy with #4 satin finish, complete with strippable protective film. 90 x 90 mm corner guard, locations as shown on drawings.:
 - .1 CO-8: at 90° corners;
 - .2 CO-8M: at 135° corners;
 - .3 SCO-8: at wall ends.

ADD the following to 3.4.:

- .5 Install sound attenuation batts full height of partitions.

A3-27 09 30 13 (R0) Ceramic Tiling” dated June 16, 2008. Revise section as follows:

ADD the following to 2.6.:

- .9 Edge Protection:
 - .1 Description: roll-formed stainless steel (type 304 = V2A) V-shaped profile with 1-15/32” (37 mm) wide exposed surfaces joined by a symmetrically rounded corner, with integrated trapezoid-perforated anchoring legs;
 - .2 Material and Finish: E - Stainless Steel Type 304 = V2A;
 - .3 Height: Height as required and/or as shown on drawings;
 - .4 Model number, ECK-E as manufactured by Schluter Systems.

- .5 Allow for an additional 20 % extra materials;

A3-28 09 54 27 (R0) Wood Ceilings” dated June 16, 2008. Revise section as follows:

REVISE 2.2.2 to read as follows: “.....fabric scrim applied to the back side of the ceiling panels. Smoke and flame spread values according to the requirements of the Ontario Building Code, (OBC).”

ADD the following to 2.1 as follows:

- .5 Sound attenuation blankets: CAN/ULC S702, minimum 2 ½” (64 mm) thick unless otherwise indicated, friction fitting fibrous glass acoustical batts by Owens Corning Canada Inc., Ottawa Fibre Inc. or other approved manufacture or mineral wool acoustical batts by Roxul Company;

ADD the following to 3.3:

.7 Installation: Sound Attenuation:

- .1 Provide sound attenuation blankets at gypsum board work as required to attain sound attenuation indicated or specified;
- .2 Provide continuous sound attenuation blanket between studs and run continuously from floor to ceiling or to structure for full height partitions, over door frames and openings and around corners;
- .3 Pack sound insulation around cut openings in gypsum board, behind outlet boxes around plumbing, heating or structural items passing through the system and at abutting walls;
- .4 Secure blankets to one (1) interior face of gypsum board with adhesive or mechanical fasteners or by other approved means.

A3-29 09 63 40 (R0) Stone Flooring” dated June 16, 2008.

REVISE section heading as follows: 09 63 40 (R1) Stone Tile” dated August 11, 2008.

REVISE 2.1.1 to read as follows: “Stone-E (Lobby Walls): Eramosa Dolomite”

REVISE 2.1.2 to read as follows: “Stone-M (flooring): Manitoulin Dolomite.....”

REVISE 2.1.4 to read as follows: “Stair Treads: bull nosed edge, non-slip sand blasted surface, to match stone floor tile, sized to suit stair tread configuration. Stone type and manufacturer as per Room Finish Schedule. Treads complete with carborundum strip inserts.”

ADD the following to 2.2:

- .6 Mortar materials as manufactured by Proma Adhesives and Mortars or approved equal.

ADD the following to 2.3:

- .5 Mortar, adhesive and grout materials as manufactured by Proma Adhesives and Mortars or approved equal.

DELETE paragraph 2.4.1 in its entirety.

DELETE paragraph 2.4.2 in its entirety

DELETE paragraph 2.4.7 in its entirety

ADD the following to 2.4:

- .6 Mortar materials as manufactured by Proma Adhesives and Mortars or approved equal.
- .8 Prefabricated Movement Joints:
 - .1 Expansion joints: Model "Dilex-KSN" as manufactured by Schluter Systems Canada Inc. Expansion joint of stainless steel with perforated flanges for securing in the mortar bed, complete with thermoplastic rubber insert. Insert colour as later selected by the *Consultant*, from the expansion joint manufacturer's standard colour range. Sub-contractor to select appropriate expansion joint depth to accommodate the stone flooring where joint occurs;
 - .2 Control Joints: Model "Dilex-BWS" as manufactured by Schluter Systems Canada Inc. Control joint of recycled PVC with perforated flanges for securing in the mortar bed, complete with soft chlorinated polyethylene insert. Insert colour as later selected by the *Consultant*, from the control joint manufacturer's standard colour range. Sub-contractor to select appropriate control joint depth to accommodate the stone flooring where joint occurs.

A3-30 09 65 15 (R0) Resilient Sheet Flooring (RSF) (RBS)" dated June 16, 2008. Revise section as follows:

REVISE 2.1.3 to read as follows: ".....as recommended by the resilient floor manufacturer. Use applicable primers and adhesives etc, as manufactured by Proma Adhesives Inc."

REVISE 2.1.4 to read as follows: ".....as recommended by the resilient floor manufacturer. Use applicable primers and adhesives etc, as manufactured by Proma Adhesives Inc."

.4 **RSF5:**

- .1 Armstrong Royal, Colour/Pattern: "Nickel 83404", Thickness: 2 mm (0.080"); Approved Alternate: Polyflor 2000 PuR (2 mm), Colour/Pattern: "Cockleshell 8340";
- .2 Wall Base: Johnsonite "TightLock -Resilient/Topset" wall base is specifically designed for resilient installations. Manufactured from rubber meeting the performance requirements of ASTM F-1861, Type TP and TV, Group 1 (solid) Standard Specification for Resilient Wall Base.

ADD the following to 2.1.2.1:

- .5 **RBS:** Johnsonite ComforTech Resilient Rubber Sheet Flooring manufactured from a homogeneous composition of 100% synthetic rubber, additives and colorants to meet the performance requirements of ASTM F-1860. Johnsonite ComforTech Resilient Rubber Sheet Flooring's "Anthem" manufactured with three (3) ply vulcanized construction, incorporating a resilient rubber wear layer, an elastic cushioned middle layer, and a spun polyester backing, with slip-resistant, fatigue, and acoustical characteristics. Location as shown on drawings and Room Finish Schedule. Approved alternate: "Marathon Dura-MED" as distributed by American Biltrite.

REVISE 2.2.4 to read as follows: "Cap strip: Stainless steel cap, sized to suit application, and....."

ADD the following to 2.2:

.12 Vinyl Stair Nosings:

- .1 Manufactured from homogeneous composition of polyvinyl chloride (PVC), additives, and colorants to meet the performance requirements of ASTM F-2169 Type TV, Class 1 and 2, Group 1 and 2. Vinyl Stair Nosings: 2" (5.08 cm) wide co-extruded strip of contrasting colour to comply with barrier free requirements, visually-impaired, and accessibility requirements according to authorities having jurisdiction. Standard formulation exceeds ASTM E 648 Class 1 Flammability requirements. Adhesive(s) as recommended by the stair nosing manufacturer.
- .2 Acceptable product: Model Recessed Vinyl Stair Nosing, 3" (7.62 cm) tread depth with ribbed surface, 2" (5.08 cm) hinged, square nose configuration, undercut for 1/8" (3.18 mm) material or approved alternate.

REVISE 3.5.3 to read as follows:

- .1 "At standard wall finishes: Use stainless steel cap strip to accommodate sheet vinyl to"
- .2 ".....or FRP panelling: Use Altro C8 Vinyl Captile Strip, C4 to round corners;"

ADD to 3.5.3 to read as follows:

- .7 "At locations where RSF cove is integrated with the Linoleum cove base, use prefabricated resilient base to match profile of linoleum cove base."
- .8 Transitions between different types of resilient flooring:
- .1 Level as required for flush butt joint;
- .2 Heat weld, chemical weld or adhesive at butt joint, as recommended by the sheet flooring manufacturer's recommendations."

ADD to 3.5 to read as follows:

- .4 "At locations where RSF cove is integrated with the Linoleum cove base, use prefabricated resilient base to match profile of linoleum cove base."
- .5 "At locations where RSF cove is integrated with the Linoleum cove base, use prefabricated resilient base to match profile of linoleum cove base."

- .6 The installation of stair nosings not to begin until the work of other trades has been completed, especially overhead trades. Areas to receive stair nosings shall be clean, fully enclosed, weather-tight, and maintained at a uniform temperature of at least 70°F for twenty four (24) hours before, during, and after the installation is completed. The stair nosings and adhesives shall be conditioned in the same manner. Stair steps shall be smooth, flat, permanently dry, clean and free of foreign material, such as dust, paint, grease, oils, solvents, curing and hardening compounds, sealers, asphalt, and old adhesive residue. Apply epoxy caulking nose filler as recommended by the stair nosing manufacturer, at open spaces between the step edge and stair nosing. Stair nosings to be trimmed to within 1/16" of the stringer for expansion. Adhesives shall be applied per manufacturer's instructions. The stair nosing shall be bonded directly to the tread plate and riser portions of the stair step surfaces. Do not overlap nosing over resilient riser material. Stair nosings to be rolled, with a J-hand roller, after installation, to ensure proper bonding.

A3-31 09 66 20 (R0) Epoxy Quartz Flooring System (EPX/QTZ)" dated June 16, 2008. Revise section as follows:

ADD to 2.2 to read as follows:

- .6 "Movement joints: provide expansion and/or control joints as required for a proper installation. Provide *Consultant* with duplicate 300 mm long samples of each type in the event of their occurrence. Do not install until approval from *Consultant* has been received in writing."

A3-32 **ADD** document "10 06 30 (R0) Fireplaces" dated August 11, 2008 and consisting of four (4) pages, forming part of the *Contract Documents* and is appended hereto.

A3-33 10 11 00 (R0) Marker and Tack Boards (WB) (TKBD)" dated June 16, 2008. Revise section as follows:

REVISE 2.2 to read as follows:

- .4 Aluminum Trim:
- .1 "Architectural School Products Ltd. Architectural Series 800 to match details and"
 - .2 "Perimeter: Architectural School Products Ltd. No. 800 trim for tack-boards and vertical jambs of"
 - .3 **DELETE** in its entirety.
 - .4 Architectural School Products Ltd. No. 863 chalktray trim.

A3-34 **DELETE** document "10 26 10 (R0) Wall and Corner Guards (WG)" dated June 16, 2008 and consisting of four (04) pages and remove it from the Project Manual and from the *Contract Documents*. Substitute with document "10 26 10 (R0) Wall and Corner Guards (WG)", dated August 11, 2008 consisting of five (05). Substitute document 10 26 10 (R1) shall form part of the *Contract Documents* and is appended hereto.

- A3-35 10 28 10 (R1) Toilet and Bath Accessories” dated July 14, 2008. Revise section as follows:
REVISE 2.2.2 to read as follows:
.9 Recessed Paper Towel Dispenser: Acceptable product: Model No 64623-2 as manufactured by American Specialties, Inc.
.10 Waste Receptacle: supplied by Owner and installed under this Contract.

REVISE 2.2.10 to read as follows: “Liquid Soap Dispenser: as supplied by Owner and installed under this Contract.”
- A3-36 **ADD** document “10 50 00 (R0) Miscellaneous Specialties” dated August 11, 2008 and consisting of three (3) pages, forming part of the *Contract Documents* and is appended hereto.
- A3-37 **ADD** document “10 71 13 (R0) Exterior Sun Control Devices” dated August 11, 2008 and consisting of three (3) pages, forming part of the *Contract Documents* and is appended hereto.
- A3-38 “Division 11 – Equipment – Appendix ‘A’ - Division 11 Equipment – Appendix ‘A’ – Equipment Schedule” dated June 16, 2008 consisting of two hundred and two (202) pages
ADD Division 11 Equipment – Appendix ‘A’ – Equipment Schedule (Supplement) dated August 11, 2008 and consisting of two (2) pages and forms part of the *Contract Documents* and is appended hereto.
- A3-39 11 73 10 (R0) Patient Care Equipment” dated June 16, 2008. Revise section as follows:
ADD 1.5 as follows:
1.2 **SPECIAL INSTRUCTIONS**
.1 Refer to 11 73 00 Appendix ‘A’ titled “Purchase and License Agreement between Royal Victoria Hospital and Conmed Integrated Systems”, dated July 2008 and appended to this section and forming part of this Contract. This agreement consists of two hundred sixty eight (268).
.2 Royal Victoria Hospital has entered into an agreement with Conmed Integrated Systems per the agreement and has established a fixed price for the supply and installation of equipment and systems as noted, for a fixed price of \$1,107,626.82 CAN plus GST.
.3 It is the intention that Project Co. shall assume this Agreement as part of the Contract and consequently assume the responsibility for full payment of the Contract Value and coordination and incorporation of the Conmed Integrated Systems scope into the work.
.4 As noted in the Agreement, Project Co. shall then become responsible for the issuance of a Purchase Order (PO) to Conmed Systems Inc. and a payment of 30 % of the Contract Value in and around late February or early March, 2009, shortly after commercial close. The balance of the payment shall commensurate with the agreement and the completion of the Conmed Integrated Systems work.

- A3-40 ADD document “12 36 16 (R0) Metal Countertops” dated August 11, 2008 and consisting of four (4) pages, forming part of the *Contract Documents* and is appended hereto.
- A3-41 ADD document “31 11 00 (R0) Clearing and Grubbing” dated August 11, 2008 and consisting of four (4) pages, forming part of the *Contract Documents* and is appended hereto.
- A3-42 ADD document “32 14 13 (R0) Pre-Cast Concrete Unit Paving” dated August 11, 2008 and consisting of three (3) pages, forming part of the *Contract Documents* and is appended hereto.
- A3-43 ADD document “32 80 05 (R0) Rooftop Irrigation” dated August 11, 2008 and consisting of seven (7) pages, forming part of the *Contract Documents* and is appended hereto.

Civil Addendum

- A3-44 REFER to Civil Addendum Number 3, dated August 11, 2008, consisting of one (1) page, and is appended hereto.

Landscape Addendum

- A3-45 The following elements to have paint finish, colour as later selected by the Consultant.

- Roof Garden 1
- Pergola and screen- Detail 1, 2, 3 Drawing L115

- East Garden
- Pergola - Detail 1, 2, 3 Drawing L115

- Parking Lot
- Screens - Detail 8, L105

Steel for these elements to be designed by a miscellaneous steel supplier's engineer.

L100 RE-ISSUED: L1/L100
L101 RE-ISSUED: L1/L101
L102 RE-ISSUED: L1/L102
L103 RE-ISSUED: L1/L103
L104 RE-ISSUED: L1/L104, L2/L104
NEW: L3/L104, D7/L104, D9/L104
L105 RE-ISSUED: L1/L105, D8/L105
L106 RE-ISSUED: L1/L106
L107 RE-ISSUED: L1/L107, L2/L107
L108 RE-ISSUED: L1/L108
L109 RE-ISSUED: L1/L109, L2/L109, L3/L109
NEW: D1/L109, D2/L109
L110 RE-ISSUED: L1/L110
L111 RE-ISSUED: L1/L111

L112 RE-ISSUED: L1/L112
L113 NOT RE-ISSUED
L114 RE-ISSUED: L1/L114, D1/L114, D3/L114
L115 RE-ISSUED: L1/L115, L2/L115, L3/L115, D1/L115, D2/L115, D3/L115
L116 RE-ISSUED: L1/L116, L2/L116, D1/L116
L117 RE-ISSUED: L1/L117, L2/L117, L3/L117, D1/L117, D2/L117
L118 RE-ISSUED: L1/L118, D1/L118, D2/L118, D3/L118, D4/L118, D5/L118, D6/L118,
D7/L118, D8/L118
L119 RE-ISSUED: L1/L119, L2/L119, D1/L119

'TP2' ISSUED: TREE PRESERVATION PLAN
'INVENTORY' ISSUED: TREE INVENTORY

TREE PRESERVATION PLAN TP2 AND TREE INVENTORY LIST PREPARED BY JOHN D. BELL ASSOCIATES LTD., ISSUED FOR REFERENCE TO LANDSCAPE DRAWING L100 (OVERALL LANDSCAPE KEY PLAN AND DETAILS) FOR LOCATION, SIZE, SPECIES AND CONDITION OF EXISTING TREES.

Structural Addendum

A3-46 REFER to Structural Addendum No. 3 consisting of ten (10) pages dated August 11, 2008 and is appended hereto.

Mechanical Addendum

A3-47 REFER to Mechanical Addendum No. 3 consisting of twenty three (23) pages dated August 11, 2008 and is appended hereto.

Electrical Addendum

A3-48 REFER to Electrical Addendum No. 3 consisting of thirty two (332) pages dated August 11, 2008 and is appended hereto.

A3-49 The following drawings RE-ISSUED dated August 11, 2008.

DRAWINGS/DETAILS TO BE RE-ISSUED:

STAGING DRAWINGS:

DIAGNOSTIC IMAGING, DI.1 – re-issued
DI.2A – DRAWING TO BE OMITTED
DI.2B – DRAWING TO BE OMITTED
DI.3 – DRAWING TO BE OMITTED
DI.F – DRAWING TO BE OMITTED

SURGICAL SUITE, SS.1 – re-issued
SURGICAL SUITE, SS.2 – re-issued
SURGICAL SUITE, SS.3 – re-issued
SURGICAL SUITE, SS.4 – re-issued
SURGICAL SUITE, SS.5 – re-issued

SURGICAL SUITE, SS.6 – re-issued
SS.F – DRAWING TO BE OMITTED

SAME DAY SURGERY, SDS.1 – re-issued
SAME DAY SURGERY, SDS.2 – re-issued
SAME DAY SURGERY, SDS.3 – re-issued
SAME DAY SURGERY, SDS.4 – re-issued
SDS.F – DRAWING TO BE OMITTED

LABORATORY, LAB.1 – re-issued
LABORATORY, LAB.2 – re-issued
LABORATORY, LAB.3 – re-issued
LABORATORY, LAB.4 – re-issued
LABORATORY, LAB.5 – re-issued
LABORATORY, LAB.6 – re-issued
LAB.F – DRAWING TO BE OMITTED

A100 SERIES:

REDEVELOPED SITE PLAN, A100 – re-issued
ENLARGED SITE PLAN, A102 – re-issued
SITE DETAILS, A103 – re-issued
MASTER SEQUENCING DIAGRAM, A150 – re-issued
LEVEL 1 SEQUENCING, A151 – re-issued
LEVEL 2 SEQUENCING, A152 – re-issued
LEVEL 3 SEQUENCING, A153 – re-issued
LEVEL 4 SEQUENCING, A154 – re-issued

A200 SERIES:

WEST ENTRANCE CANOPY PLAN, A204 – re-issued
ENLARGED ROOF PLANS, A206 – re-issued
LEVEL 2 – PLAN DETAILS, D2012 – re-issued
LEVEL 2 – PLAN DETAILS, D2014 – re-issued
LEVEL 2 – PLAN DETAILS, D2015 – re-issued
LEVEL 3 – PLAN DETAILS, D2042 – re-issued
LEVEL 3 – PLAN DETAILS, D2048 – re-issued
LEVEL 5 – PLAN DETAILS, D2064 – re-issued
LEVEL 5 – PLAN DETAILS, D2065 – re-issued
LEVEL 5 – PLAN DETAILS, D2072 – re-issued
CANOPY DETAIL AT GUTTER, D2121 – re-issued

A300 SERIES:

CURTAIN WALL & WINDOW ELEVATIONS, A317 – re-issued

A400 SERIES:

SECTION DETAILS, D4014 – re-issued
SECTION DETAILS, D4044 – re-issued
SECTION DETAILS, D4045 – re-issued
SECTION DETAILS, D4064 – re-issued
SECTION DETAILS, D4067 – re-issued

A600 SERIES:

ENLARGED PLANS, A608 – re-issued

ENLARGED PLANS, A609 – re-issued
ENLARGED PLANS, A610 – re-issued
ENLARGED PLANS, A611 – re-issued
ENLARGED PLANS, A616 – re-issued

A700 SERIES:

INTERIOR ELEVATIONS, A702 – re-issued
SPECIAL MILLWORK, A712 – re-issued
INTERIOR ELEVATIONS, A720 - re-issued
WALL FIN HEATER AT MAIN LOBBY GLAZING, D7040 - re-issued

NEW DRAWINGS/DETAILS TO BE ISSUED:

A200 SERIES:

LEVEL 5 – PLAN DETAILS – D2073 – new detail issued
LEVEL 3 – PLAN DETAILS – D2074 – new detail issued
TYPICAL ROOF PENETRATION CONDITION – D2123 – new detail issued
ST2-2 STAIR LOUVRE DETAIL – D2124 – new detail issued
ST2-2 STAIR LOUVRE DETAIL – D2125 – new detail issued

A400 SERIES:

SECTION DETAILS – D4079 – new detail issued

A700 SERIES:

GRAB BARS IN TYPICAL SHOWER, D7022 – new detail issued
GRAB BARS IN TYPICAL TUB ROOM – new detail issued
MILLWORK DETAILS, D7024 – new detail issued
MILLWORK DETAILS, D7030 – new detail issued
MILLWORK DETAILS, D7031 – new detail issued
MILLWORK DETAILS, D7032 – new detail issued
MILLWORK DETAILS, D7033 – new detail issued

A800 SERIES: CEILING DETAILS, D8018 – new detail issued

HERMAN MILLER DRAWINGS:

SYMBOLS & LEGEND ADMIN AREAS – HM-108.0 – DRAWING TO BE OMITTED
OVERALL PLAN ADMIN AREAS – HM-108.1 – DRAWING TO BE OMITTED
ELEVATIONS ADMIN AREAS – HM-108.2 – DRAWING TO BE OMITTED

*****NOTE: REMOVE THESE DRAWINGS FROM PACKAGE. HERMAN MILLER FURNITURE IN THESE AREAS IS NOT INCLUDED IN THE SCOPE OF WORK.**

SMART WATERING SYSTEMS:

NORTH MAIN ENTRANCE IRRIGATION REVISIONS – SK-IR1-1 – new sketch issued
WEST MAIN ENTRANCE IRRIGATION REVISIONS – SK-IR1-2 – new sketch issued

NEW SKETCHES TO BE ISSUED:

PART PLANS – LEVEL 1 – CODE ANALYSIS - SK-A121-1 – new sketch issued
CODE ANALYSIS PART PLANS – LEVELS 1 TO 4 - SK-A121-2 – new sketch issued
PART PLAN – LEVEL 4 – CODE ANALYSIS – BLOCK G - SK-A124-2 – new sketch issued

PART PLAN – LEVEL 4 – CODE ANALYSIS – BLOCK E - SK-A124-3 – new sketch issued
PART PLAN - LEVEL 2 DEMOLITION - SK-A141-2 – new sketch issued
PART PLAN – LEVEL 5 DEMOLITION - SK-A143-1 – new sketch issued

CANOPY DETAILS - SK-A203-1 – new sketch issued
ROOF PLAN LEGEND - SK-A205-1 – new sketch issued
PART PLAN – LEVEL 2 – BLOCK A – SK-A220-1 – new sketch issued
PART PLAN – LEVEL 2 – BLOCK C – SK-A221-1 – new sketch issued
PART PLAN – LEVEL 2 – BLOCK D – SK-A223-1 – new sketch issued
PART PLAN – LEVEL 2 – BLOCKS E-F – SK-A224-1 – new sketch issued
PART PLAN – LEVEL 2 – BLOCKS F-G – SK-A225-1 – new sketch issued
PART PLAN – LEVEL 3 – BLOCKS D-F – SK-A233-1 – new sketch issued
PART FLOOR PLAN – LEVEL 4 – BLOCKS E-F – SK-A245-1 – new sketch issued
PART PLAN – LEVEL 5 – BLOCK C – NORTH - SK-A251-1 – new sketch issued
PART PLAN – LEVEL 5 – BLOCK F – SOUTH - SK-A254-1 - new sketch issued

PARTIAL SOUTH ELEVATION – BLOCK D - SK-A304-1 - new sketch issued
PARTIAL SOUTH ELEVATION – BLOCK E - SK-A304-2 - new sketch issued
PARTIAL WEST ELEVATIONS AT BLOCKS B AND C – NORTH - SK-A306-1 - new sketch issued
PARTIAL WEST ELEVATION – BLOCK A – NORTH – SK-A306-2 - new sketch issued
PARTIAL EAST ELEVATION – BLOCK C – NORTH – SK-A307-1 - new sketch issued
PARTIAL CURTAIN WALL ELEVATION – CW-1 – SK-A315-1 – new sketch issued
INTERIOR SCREEN REVISIONS – SK-A320-1 – new sketch issued

PARTIAL WALL SECTIONS – SK-A407-2 – new sketch issued

PART ENLARGED FLOOR PLAN – LEVEL 1 – SK-A601-1 – new sketch issued
PART ENLARGED FLOOR PLAN – SK-A605-2 – new sketch issued
PART ENLARGED FLOOR PLAN – ATZ ISOLATION – SK-A606-1 – new sketch issued
PART ENLARGED FLOOR PLAN – LEVEL 2 – CDU/ETU – SK-A607-1 – new sketch issued
PART ENLARGED FLOOR PLAN – SK-A609-1 – new sketch issued
PART ENLARGED PLAN – LEVEL 2 – STAIR ST1-2A – SK-A612-2 - new sketch issued
PART ENLARGED FLOOR PLAN – SK-A614-1 – new sketch issued
PART ENLARGED FLOOR PLAN – LEVEL 2 - LAB SERVICES – SK-A617-1 – new sketch issued
PART ENLARGED FLOOR PLAN – SK-A617-2 – new sketch issued
PART ENLARGED FLOOR PLAN – SK-A618-1 – new sketch issued
PART ENLARGED FLOOR PLAN – SK-A625-1 – new sketch issued
ALTERNATE PRICING FOR TYPICAL BARRIER FREE PRIVATE WASHROOM – SK-A627-1 – new sketch issued
PART ENLARGED FLOOR PLAN – SK-A627-2 – new sketch issued
PART ENLARGED FLOOR PLAN – LEVEL 3 – SK-A627-3 - new sketch issued
PART ENLARGED FLOOR PLAN – LEVEL 4 – SK-A631-2 – new sketch issued
FLOOR COVERINGS AND PATTERN LAYOUT – LEVEL 2 – SK-A640-1 – new sketch issued
FLOOR COVERINGS AND PATTERN LAYOUT – LEVEL 2 – SK-A640-2 – new sketch issued
SLAB DEPRESSION PART PLAN AND LEGEND – SK-A642-1 - new sketch issued

INTERIOR ELEVATIONS – SK-A700-1 – new sketch issued
INTERIOR ELEVATIONS – SK-A701-2 – new sketch issued
INTERIOR ELEVATIONS – SK-A701-3 – new sketch issued
INTERIOR ELEVATIONS – SK-A703-1 – new sketch issued
INTERIOR ELEVATIONS – SK-A704-1 – new sketch issued
INTERIOR ELEVATIONS – SK-A705-1 – new sketch issued

PART REFLECTED CEILING PLAN – LEVEL 1 – BLOCK A – NORTH – SK-A813-1 - new sketch issued

PART REFLECTED CEILING PLAN – LEVEL 2 – BLOCK A – SOUTH – SK-A820-1 – new sketch issued
PART REFLECTED CEILING PLAN – LEVEL 2 – BLOCK C – NORTH – SK-A821-1 - new sketch issued
PART REFLECTED CEILING PLAN – LEVEL 2 – BLOCK C – SOUTH – SK-A821-2 - new sketch issued
PART REFLECTED CEILING PLAN – LEVEL 2 – BLOCK C – SK-A821-3 - new sketch issued
PART REFLECTED CEILING PLAN – LEVEL 2 – BLOCKS A/B – NORTH – SK-A822-1 - new sketch issued
PART REFLECTED CEILING PLAN – LEVEL 2 – BLOCK D – SK-A823-1 - new sketch issued
PART REFLECTED CEILING PLAN – LEVEL 2 – BLOCK D – SK-A823-2 - new sketch issued
PART REFLECTED CEILING PLAN – LEVEL 2 – BLOCK A – NORTH – SK-A823-3 - new sketch issued
PART REFLECTED CEILING PLAN – LEVEL 2 – BLOCK F – SK-A825-1 - new sketch issued
PART REFLECTED CEILING PLAN – LEVEL 2 – BLOCK F – SK-A825-2 - new sketch issued
PART REFLECTED CEILING PLAN – LEVEL 2 – SOUTH LOBBY – SK-A825-3 - new sketch issued
PART REFLECTED CEILING PLAN – LEVEL 2 – FEATURE STAIR – SK-A825-4 – new sketch issued
PART REFLECTED CEILING PLAN – LEVEL 2 – BLOCK F – SK-A825-5 – new sketch issued
PART REFLECTED CEILING PLAN – LEVEL 3 – SK-A834-2 - new sketch issued
PART REFLECTED CEILING PLAN – LEVEL 3 – SK-A834-3 - new sketch issued
PART REFLECTED CEILING PLAN – LEVEL 3 – FEATURE STAIR – SK-A835-1 - new sketch issued
PART REFLECTED CEILING PLAN – LEVEL 4 – BLOCK E – SK-A844-1 - new sketch issued
PART REFLECTED CEILING PLAN – LEVEL 4 – SK-A844-2 - new sketch issued
PART REFLECTED CEILING PLAN – LEVEL 4 – SK-A844-3 - new sketch issued
PART REFLECTED CEILING PLAN – LEVEL 4 – BLOCK F – SK-A845-1 - new sketch issued
PART REFLECTED CEILING PLAN – LEVEL 5 – BLOCK E – SK-A850-1 - new sketch issued

SMRCC MASTER DRAWING LIST (revised) Appended to, and forming part of this Addendum No.3 consisting of twelve (12) pages and dated August 11, 2008

- End of Addendum 3 -

06-007 Simcoe Muskoka Regional Cancer Centre
 VERMEULENHIND Architects

MASTER DRAWING LIST
ADDENDUM #3 RE-ISSUED / NEW / SK-A_ DRAWINGS
AUGUST 11, 2008.

File Name	Drawing No.	Drawing Title	Scale	Description
SECTION DETAILS				
	4501			NOT USED
	4502	TYP STONE CLADDING @ LEVEL 3	1:5	
	4503	TYP PRECAST CONC & FLASHING PARAPET	1:5	
	4504	PENTHOUSE BASE DETAIL/PLENUM WALL BASE DETAIL	1:5	
	4505			NOT USED
	4506	PENTHOUSE PARAPET DETAIL @ LOUVER	1:5	
	4507	TYP CW AT GRADE	1:5	ADDENDUM 3 - RE-ISSUED
	4508	EXTERIOR ENVELOPE DETAIL	1:5	
	4509	EXTERIOR ENVELOPE DETAIL	1:5	
	4510			NOT USED
	4511			NOT USED
	4512	TYP CW AT STONE CLADDING DETAIL	1:5	
	4513	LOUVER & METAL CLADDING REVEAL		REF 450 - ADDENDUM #3 - RE-ISSUED
	4514	TYPICAL METAL CLADDING REVAL		REF 450 - ADDENDUM 1 - NEW
	4515	STONE VENEER PANEL COURSING TYPICAL ELEVATION DETAIL	1:25	
	4516	FND @ DUCT FOR FUTURE BUNKER EXPANSION		ADDENDUM 1 - NEW
	4517			NOT USED
	4518			NOT USED
	4519			NOT USED
	4520	CW AT MECH. PLENUM DETAIL		ADDENDUM 1 - RE-ISSUED
	4521	PARAPET AT MECHANICAL PLENUM DETAIL		CHIMNEY EAST FACE PARAPET
	4522	CW BASE AT BUNKER CORR 1C220-1		ADDENDUM #3 - RE-ISSUED
	4523	PARAPET AND CW AT BUNKER CORR 1C220-1		

4524	CW SILL @ STAFF LOUNGE 3C092			
4525	PARAPET @ BUNKER CORR 1C220-1 GRID 25			ADDENDUM #3 - RE-ISSUED
4526	BRIDGE STAIR TO BUNKER LANDSCAPED ROOF			
4527	STAIR & DOOR AT BUNKER LANDSCAPED ROOF			ADDENDUM #3 - RE-ISSUED
4528	PARAPET + DRAIN AT BUNKER LANDSCAPED ROOF			ADDENDUM #3 - RE-ISSUED
4529	RAINWATER LEADER AT BUNKER FND GRID 25			
4530	PARAPET SCUPPER @ BUNKER CORR 1C220-1 GRID 25			ADDENDUM #3 - RE-ISSUED
4531	PARAPET + CW AT CORR 1C220-3			ADDENDUM #3 - RE-ISSUED
4543	CW AT FIREPLACE WAITING ROOM 2C024-1			
4544	GLASS WALL BASE DETAIL AT WAITING ROOM 3C056			ADDENDUM #3 - RE-ISSUED
4545	GLASS WALL HEAD DETAIL AT WAITING ROOM 3C056			ADDENDUM #3 - RE-ISSUED
4546	CW BASE DETAIL BURIED SUPPLY DUCT WAITING ROOM 2C024-1			
4547	WAITING ROOM 2C024-1 ROOF AND PARAPET DETAIL			
4548	THRESHOLD DETAIL WAITING ROOM 2C024-1			REF A452 - ADDENDUM 1 - NEW
4549	EXTERIOR DOOR HEAD AND THRESHOLD DETAILS AT VESTIBULE 1C220-2			REF A452 - ADDENDUM #3 - NEW
4550	CW DETAILS AT CORRIDOR EAST WALL			REF A452 - ADDENDUM 1 - NEW
4560	BRICK TO ROOF TRANSITION			REF A452 + A350 - ADDENDUM 1 - NEW
4561	PATIO PLANTER DETAIL GRID 21			REF 5/A454 - ADDENDUM 1 - NEW
4562	CURTAIN WALL DOOR JAMB AND HEAD DETAIL		1:2	
4563	ROOF LADDER DETAILS		1:10	
4564	PATIO CW DOOR THRESHOLD			
4565				NOT USED
4566	TYPICAL FOUNDATION WALL AT BUNKER SECTION DETAIL			ADDENDUM 1 - RE-ISSUED
4567				NOT USED
4568	PATIO GUARD LEVEL 3 GRID PP			ADDENDUM 1 - RE-ISSUED
4569	PATIO CW BASE			ADDENDUM 1 - RE-ISSUED
4580	WALL SECTION DETAIL AT GRID MM			REF A453 - ADDENDUM #3 - NEW
4581	FLOOR EXP JT DETAIL			REF A453 - NOT ISSUED
4582	WINDOW/SPRINKLER & GLAZING DETAIL			REF A453 - ADDENDUM #3 - NEW
4583	FLOOR MULLION DETAIL @ LEVEL 3			REF A453 - ADDENDUM #3 - NEW
4584	LOBBY BASE DETAILS		1:2	REF A453 - ADDENDUM 1 - NEW

	4585	LOBBY DETAIL AT GRID MM	1:5	REF A453 - ADDENDUM #3 - RE-ISSUED
	4586	GIRT ROOF DETAIL PART OF A454	1:5	REF A454 - ADDENDUM #3 - NEW
	4587	GIRT ROOF DETAIL PART OF A454	1:5	REF A454 - ADDENDUM #3 - NEW
STAIR AND ELEVATOR DETAILS				
	D5500			
	5501			NOT USED
	5502			NOT USED
	5503	FEATURE STAIR DETAILS	1:5	ADDENDUM 1 - RE-ISSUED
	5504	TYPICAL GUARD AND HANDRAIL SECTION DETAILS	1:5	ADDENDUM 1 - RE-ISSUED
	5505	FEATURE STAIR DETAIL SECTION	1:5	
	5506	STAIR 4G-SA DETAILS		REF A503 - ADDENDUM 1 - NEW
	5507	FRAMING SECTION AT COLUMN	1:5	REF A505 - ADDENDUM #3 - NEW
	5540	STEEL PAN STAIR TYP SECTION DETAILS	1:10	
	5541	STEEL PAN STAIR TYP DETAILS	various	
	5542	CONC STAIR TYP SECTION DETAIL		ADDENDUM 1 - RE-ISSUED
	5545	STEEL SERVICE STAIR TYPICAL SECTION DETAILS	1:10	ADDENDUM 1 - RE-ISSUED
	5546	SECTION OF STAIR G-C	1:5	ADDENDUM 1 - RE-ISSUED
	5547	SECTION OF HEAD OF STAIR G-C	1:5	ADDENDUM 1 - RE-ISSUED
	5548	SECTION OF BASE OF STAIR G-C	1:5	ADDENDUM 1 - RE-ISSUED
	5549	TYP ELEVATOR PIT LADDER	1:10	ADDENDUM 1 - RE-ISSUED
	5550	GUARD DETAILS @ EXIT STAIR DETAILS	Varies	ADDENDUM 1 - RE-ISSUED
	5551	BRIDGE CONNECTION AT STAIR LANDING	1:5	ADDENDUM 1 - RE-ISSUED
PLAN DETAILS				
	D6500			
	6501	TYPICAL JAMB AT STONE WALL AND INTERIOR PARTITION	1:5	
	6502	BRICK TO CURTAINWALL TRANSITION AT GRID 25		REF A452 - ADDENDUM 3 - RE-ISSUED
	6503	FLASH DETAIL AT GRID 25		REF A452 - ADDENDUM 1 - NEW
	6504			NOT USED

6505	TYPICAL PLAN DETAIL AT CIRCULAR ARCH CONC COLUMN	1:10	ADDENDUM 1 - NEW
6506			NOT USED
6507			NOT USED
6508			NOT USED
6509	SEPARATE PRICE NO.XX BUNKER 1C239	1:50	ADDENDUM 1- NEW
6520	FOLDING PARTITION DETAILS		
6530	CHEMO HAND SINK		REF A657 - ADDENDUM #3 - RE-ISSUED
6531	DOOR JAMB DETAILS AT LEAD (PB) PROTECTION		
6532	RWL PLAN DETAIL AT BUNKER - SOUTH WALL		REF A652 - ADDENDUM 1 - RE-ISSUED
6540	LINO FLOOR PATTERN AT TREATMENT AND CT SIM ROOMS	various	
6541	LINO FLOOR PATTERN AT EXAM ROOM - PLAN DETAILS	various	
6542			NOT USED
6543	EXTERIOR DOOR JAMB DETAIL AT VESTIBULE 1C220-2		REF 652 - ADDENDUM 1 - NEW
6544	EXTERIOR GLAZING AT BUNKER GLAZING		REF 654 - ADDENDUM 1 - NEW
6545	RWL AND MULLION DETAIL AT BUNKER GLAZING		REF 654 - ADDENDUM #3 - RE-ISSUED
6546	FRAMED CURTAIN WALL AT COURTYARD		REF 654 - ADDENDUM #3 - RE-ISSUED
6547	LOBBY FRAMED CURTAIN WALL AT STAIR 2C-N		REF 653 - ADDENDUM 1 - NEW
6548	CORRIDOR 3C001-3 + PATIO GLAZING		REF 656 - ADDENDUM 1 - NEW
6549	STAFF LOUNGE 3C092 AND PATIO CORNER GLAZING		REF 656 - ADDENDUM #3 - RE-ISSUED
6550	BUNKER MAZE ROUND CORNER PLAN DETAIL		REF A652 - ADDENDUM #3 - RE-ISSUED
6551			NOT USED
6552	INTERLOCKING RADIATION SHIELDING BLOCK DETAILS		REF A652 - ADDENDUM #3 - RE-ISSUED
6553	LINEAR ACCELERATOR BASE FRAME PIT DETAILS		ADDENDUM 1 - RE-ISSUED
6554	POLYETHYLENE SHEET PLAN DETAIL		
6555	BORATED POLYETHYLENE SHEET DETAIL		ADDENDUM 1 - RE-ISSUED
6556	TYPICAL LINEAR ACCELERATOR PIT DETAIL		ADDENDUM 1 - RE-ISSUED
6557	BORATED POLY/PLAIN POLY INSTALLATION DET		REF SRCC 2409
6558	CT SIM LASER MOUNT DETAIL		REF A651 - ADDENDUM #3 - NEW
6559	FIRE RATED GLAZED ASSEMBLY DETAILS AT ROOM 3C019		REF A656 - ADDENDUM #3 - RE-ISSUED
6560	RECEPTION 2C021-2 DETAIL PLAN		REF A653 - ADDENDUM #3 - RE-ISSUED
6561	FIREPLACE WAITING 2C024		REF A653 - ADDENDUM #3 - RE-ISSUED
6562	RESOURCE AREA 2C057		REF 653 - ADDENDUM #3 - RE-ISSUED
6563	PENTOUSE CLADDING AND STONE TRANSITION AT STAIR 4C-N		REF 657 - ADDENDUM #3 - NEW

6564	LOUVER AND DOOR JAMB AT STAIR 4C-00		REF 657 - ADDENDUM #3 - NEW
6565	LOUVER AND PENTHOUSE CLADDING TRANSITION		REF 658 - NOT ISSUED
6566	TYPICAL PENTHOUSE CORNER DETAIL		REF A658 - ADDENDUM #3 - NEW
6567	MECHANICAL SCREEN END DETAIL - SEE: D4566		REF A658 - NOT ISSUED
6568	FRAMED CURTAIN WALL AT PLENUM AND LOBBY		REF 658 - ADDENDUM 1 - NEW
6569	FRAMED CURTAIN WALL AT UPPER COURTYARD		REF 658 - ADDENDUM 1 - NEW
6570			NOT USED
6571	QUIET ROOM 2C062		REF A653 - ADDENDUM #3 - NEW
6572	GRID MM @ SOUTH LOBBY FRAMED CURTAIN WALL		REF 256 - ADDENDUM 1 - NEW
6573			NOT USED
6574	LOBBY PLAN DETAILS AT GRID LL / MM		REF A655 A656 - ADDENDUM #3 - NEW
6575			NOT USED
6576			NOT USED
6577	ELEVATOR CORNER AT STONE & GWB		REF 654 - ADDENDUM #1
6578			NOT USED
6579			NOT USED
6580	FOLDING PARTITION STORAGE DETAILS RM 2C041		REF A826
	INTERIOR ELEVATION DETAILS		
D7500			
7501	TYPICAL CHEMO HEADWALL ELEVATION	1:10	ADDENDUM #3 - RE-ISSUED
7502	TYPICAL CHEMO HEADWALL SECTION	1:10	ADDENDUM 1 - NEW
7503	COMPACT CHEMO HEADWALL SECTION DETAIL	1:10	ADDENDUM 1 - NEW
7504	PARTIAL HEIGHT WD P SCREENS	1:5	REF A752 - ADDENDUM 1 - RE-ISSUED
7505			NOT USED
7506	TYPICAL WC GLASS + TILE MOSAIC INSERT DETAIL		
7507	TYPICAL HEADWALL AT SPECIMEN COLLECTION		ADDENDUM #3 - RE-ISSUED
7508	TYPICAL HEADWALL AT EXAM ROOM		ADDENDUM 1 - RE-ISSUED
7509	TYPICAL STRETCHER WAIT HEADWALL ELEVATION		ADDENDUM 1 - RE-ISSUED
7510	TYPICAL WOOD CAP AND SILL DETAILS	1:2	
7511	TYP DETAILS - WOOD BASE AND PANELS	1:5	ADDENDUM 1 - RE-ISSUED
7512	TYP WOOD RANELLING DETAILS	1:2	ADDENDUM #3 - RE-ISSUED
7513	MILLWORK STANDARD DETAIL SECTIONS	1:25	ADDENDUM #3 - RE-ISSUED
7514	MILLWORK STANDARD DETAIL SECTIONS	1:25	

7515	MILLWORK STANDARD DETAIL SECTIONS	various	ADDENDUM 1 – RE-ISSUED
7516	DOOR FRAME AND SCREEN PROFILE DETAILS	1:5	ADDENDUM #3 – RE-ISSUED
7517	MILLWORK LOCKER / LINEN HAMPER + HAND SANITIZER DETAILS	various	
7518	H.S.S. POST AND PLATE FOR PARTIAL HEIGHT WALLS	1:5	
7519	TYPICAL MILLWORK DETAILS	1:2	ADDENDUM #3 - RE-ISSUED
7520	PATIENT RESOURCE MILLWORK DRAWER STORAGE + UPPERS		ADDENDUM #3 – RE-ISSUED
7521	PATIENT RESOURCE MILLWORK PLAN DETAILS	1:10	ADDENDUM 1 – RE-ISSUED
7523	PATIENT RESOURCES TV STORAGE SECTION		REF A752 - ADDENDUM #3 - RE-ISSUED
7524	PASS THROUGH WINDOW	1:10	REF D6642 - ADDENDUM 1 – RE-ISSUED
7525	MILLWORK SECTION DETAILS	various	ADDENDUM #3 - RE-ISSUED
7526	MILLWORK SECTION DETAILS	1:25	ADDENDUM #3 – RE-ISSUED
7527	MIRROR AND TACKBOARD DETAILS	various	ADDENDUM 1 – RE-ISSUED
7528			NOT USED
7529			NOT USED
7530			NOT USED
7531	TYPICAL MILLWORK SECTION DETAILS	1:5	
7532	TYPICAL MILLWORK SECTION DETAILS	1:5	
7533	TYPICAL MILLWORK DETAILS	1:20	ADDENDUM #3 – RE-ISSUED
7534	MILLWORK DETAILS		ADDENDUM 1 – RE-ISSUED
7535	MILLWORK DETAILS		ADDENDUM 1 – RE-ISSUED
7536	BREAKOUT DOOR DETAILS ROOMS 3C024, 3C026 & 3C027A/B	1:2	
7537	SPS SINK BACKSLASH AT CHEMO – SECTION DETAIL		ADDENDUM 1 – RE-ISSUED
7538	CONTROL ROOM SCREEN SECTION DETAIL		REF 3/750
7539	CONTROL ROOM SCREEN SECTION DETAIL		REF 3/750 - ADDENDUM 1 - NEW
7540	CONTROL ROOM CLOSET SECTION DETAIL		REF 1/750
7541			NOT USED
7542			NOT USED
7543	CONTROL ROOM SCREEN PLAN DETAIL		REF 3/750 - ADDENDUM 1 – RE-ISSUED
7544	PATIENT SIGN-IN MILLWORK TYP		REF A753 - ADDENDUM 1 – RE-ISSUED
7545			NOT USED
7546			NOT USED
7547	RECEPTION DESK DETAILS		REF A753 - ADDENDUM #3 - RE-ISSUED
7548			NOT USED
7549	COMMUNICATION CHART REVIEW		REF A753 - ADDENDUM 1 - NEW

SK-ADDENDUM				
	SK-A226-1	PARTIAL LEVEL 2 FLOOR PLAN BLOCK G	1:100	ADDENDUM #3
	SK-A226-2	PARTIAL LEVEL 2 FLOOR PLAN BLOCK G	1:200	ADDENDUM #3
	SK-A236-1	PARTIAL LEVEL 3 FLOOR PLAN BLOCK G	1:200	ADDENDUM #3
	SK-A246-1	PARTIAL LEVEL 4 FLOOR PLAN BLOCK G	1:100	ADDENDUM #3
	SK-A256-1	PARTIAL LEVEL 5 FLOOR PLAN BLOCK G	1:100	ADDENDUM 1
	SK-A256-2	PARTIAL LEVEL 5 FLOOR PLAN BLOCK G	1:100	ADDENDUM #3
	SK-A266-1	PARTIAL LEVEL 6 ROOF PLAN BLOCK G	1:100	ADDENDUM 1
	SK-A266-2	PARTIAL LEVEL 6 ROOF PLAN BLOCK G	1:100	ADDENDUM #3
	SK-A350-1	EAST ELEVATION BLOCK G	1:100	ADDENDUM 1
	SK-A350-2	EAST ELEVATION BLOCK G	1:100	ADDENDUM 1
	SK-A350-3	EAST ELEVATION BLOCK G	1:100	ADDENDUM 1
	SK-A350-4	NORTH ELEVATION BLOCK G	1:100	ADDENDUM 1
	SK-A350-5	PARTIAL ELEVATIONS BLOCK G	1:100	ADDENDUM #3
	SK-A350-6	PARTIAL ELEVATIONS BLOCK G	1:100	ADDENDUM #3
	SK-A351-1	SOUTH ELEVATION BLOCK G	1:100	ADDENDUM 1
	SK-A351-2	SOUTH ELEVATION BLOCK G	1:100	ADDENDUM 1
	SK-A351-3	SOUTH ELEVATION BLOCK G	1:100	ADDENDUM 1
	SK-A351-4	PARTIAL BUILDING SECTION BLOCK G	1:100	ADDENDUM 1
	SK-A351-5	PARTIAL BUILDING SECTION BLOCK G	1:100	ADDENDUM 1
	SK-A351-6	SOUTH ELEVATION BLOCK G	1:100	ADDENDUM #3
	SK-A352-1	PARTIAL ELEVATION AT RETAINING WALL	1:100	ADDENDUM 1
	SK-A352-2	PARTIAL ELEVATION/SECTION	1:100	ADDENDUM #3
	SK-A360-1	CURTAIN WALL ELEVATIONS BLOCK G	1:50	ADDENDUM #3
	SK-A361-1	CURTAIN WALL ELEVATIONS BLOCK G	1:50	ADDENDUM #3

SK-A362-1	INTERIOR SCREEN ELEVATIONS BLOCK G	1:50	ADDENDUM #3
SK-A362-2	INTERIOR SCREEN ELEVATIONS BLOCK G	1:50	ADDENDUM #3
SK-A450-1	PARTIAL WALL SECTIONS BLOCK G	1:25	ADDENDUM #3
SK-A450-2	PARTIAL WALL SECTIONS BLOCK G	1:25	ADDENDUM #3
SK-A451-1	PARTIAL WALL SECTIONS BLOCK G	1:25	ADDENDUM 1
SK-A451-2	PARTIAL WALL SECTIONS BLOCK G	1:25	ADDENDUM 1
SK-A451-3	PARTIAL WALL SECTIONS BLOCK G	1:25	ADDENDUM #3
SK-A452-1	PARTIAL WALL SECTIONS BLOCK G	1:25	ADDENDUM 1
SK-A452-2	PARTIAL WALL SECTIONS BLOCK G	1:25	ADDENDUM 1
SK-A452-3	PARTIAL WALL SECTIONS BLOCK G	1:25	ADDENDUM #3
SK-A452-4	PARTIAL WALL SECTIONS BLOCK G	1:25	ADDENDUM #3
SK-A453-1	PARTIAL WALL SECTIONS	1:25	ADDENDUM 1
SK-A453-2	PARTIAL WALL SECTIONS	1:25	ADDENDUM #3
SK-A453-3	WALL SECTIONS BLOCK G	1:25	ADDENDUM #3
SK-A454-1	PARTIAL WALL SECTIONS	1:25	ADDENDUM 1
SK-A454-2	PARTIAL WALL SECTIONS	1:25	ADDENDUM 1
SK-A454-3	PARTIAL WALL SECTIONS	1:25	ADDENDUM #3
SK-A501-1	STAIR 5G-Q PLAN / SECTION PART OF DRAWING A501	1:50	ADDENDUM 1
SK-A503-1	STAIR 4G-SA - PLAN AND SECTION	1:50	ADDENDUM #3
SK-A550-1	STAIR N - LEVEL 4	1:50	ADDENDUM #3
SK-A550-2	STAIR OO - LEVEL 4	1:50	ADDENDUM #3
SK-A551-1	STAIR 2G-C PLAN PART OF DRAWING A551	1:50	ADDENDUM 1
SK-A551-2	STAIR 2G-C PLAN PART OF DRAWING A551	1:50	ADDENDUM 1
SK-A650-1	PARTIAL LEVEL 1 FLOOR PLAN BLOCK G	1:50	ADDENDUM #3

SK-A651-1	PARTIAL LEVEL 1 FLOOR PLAN BLOCK G	1:50	ADDENDUM 1
SK-A651-2	PARTIAL LEVEL 1 FLOOR PLAN BLOCK G	1:50	ADDENDUM #3
SK-A651-3	PARTIAL LEVEL 1 FLOOR PLAN BLOCK G	1:50	ADDENDUM #3
SK-A651-4	PARTIAL LEVEL 1 FLOOR PLAN BLOCK G	1:50	ADDENDUM #3
SK-A651-5	PARTIAL LEVEL 1 FLOOR PLAN BLOCK G	1:50	ADDENDUM #3
SK-A652-1	PARTIAL LEVEL 1 FLOOR PLAN BLOCK G	1:50	ADDENDUM 1
SK-A652-2	PARTIAL LEVEL 1 FLOOR PLAN BLOCK G	1:50	ADDENDUM 1
SK-A652-3	PARTIAL LEVEL 1 FLOOR PLAN BLOCK G	1:50	ADDENDUM 1
SK-A652-4	PARTIAL LEVEL 1 FLOOR PLAN BLOCK G	1:50	ADDENDUM 1
SK-A652-5	PARTIAL LEVEL 1 FLOOR PLAN BLOCK G	1:50	ADDENDUM #3
SK-A652-6	PARTIAL LEVEL 1 FLOOR PLAN BLOCK G	1:50	ADDENDUM #3
SK-A652-7	PARTIAL LEVEL 1 FLOOR PLAN BLOCK G	1:50	ADDENDUM #3
SK-A652-8	PARTIAL LEVEL 1 FLOOR PLAN BLOCK G	1:50	ADDENDUM #3
SK-A653-1	PARTIAL LEVEL 1 FLOOR PLAN BLOCK G	1:50	ADDENDUM #3
SK-A653-2	PARTIAL LEVEL 1 FLOOR PLAN BLOCK G	1:50	ADDENDUM #3
SK-A654-1	PARTIAL LEVEL 2 FLOOR PLAN BLOCK G	1:50	ADDENDUM 1
SK-A654-2	PARTIAL LEVEL 2 FLOOR PLAN BLOCK G	1:50	ADDENDUM #3
SK-A654-3	PARTIAL LEVEL 2 FLOOR PLAN BLOCK G	1:50	ADDENDUM #3
SK-A654-4	PARTIAL LEVEL 2 FLOOR PLAN BLOCK G	1:50	ADDENDUM #3
SK-A655-1	PARTIAL L3 FLOOR PLAN	1:50	ADDENDUM 1
SK-A655-2	PARTIAL LEVEL 3 FLOOR PLAN BLOCK G	1:50	ADDENDUM #3
SK-A657-1	PARTIAL LEVEL 4 FLOOR PLAN BLOCK G	1:50	ADDENDUM #3
SK-A750-1	PARTIAL INTERIOR ELEVATION TREATMENT ROOM	1:25	ADDENDUM 1
SK-A750-2	PARTIAL INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM 1
SK-A750-3	PARTIAL TREATMENT ROOM INTERIOR ELEVATION BLOCK G	1:25	ADDENDUM #3
SK-A750-4	PARTIAL TREATMENT ROOM INTERIOR ELEVATION BLOCK G	1:25	ADDENDUM #3
SK-A750-5	PARTIAL INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM #3

SK-A751-1	PARTIAL INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM 1
SK-A751-2	PARTIAL INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM #3
SK-A751-3	PARTIAL INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM #3
SK-A751-4	PARTIAL INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM #3
SK-A752-1	PARTIAL INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM 1
SK-A752-2	PARTIAL INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM 1
SK-A752-3	PARTIAL INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM 1
SK-A752-4	PARTIAL INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM 1
SK-A752-5	PARTIAL INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM 1
SK-A752-6	PARTIAL INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM #3
SK-A752-7	PARTIAL INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM #3
SK-A752-8	PARTIAL INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM #3
SK-A753-1	STAFF LOUNGE KITCHEN MILLWORK ELEVATION	1:50	ADDENDUM 1
SK-A753-2	INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM 1
SK-A753-3	INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM #3
SK-A754-1	PARTIAL INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM 1
SK-A754-2	PARTIAL INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM #3
SK-A755-1	INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM #3
SK-A755-2	INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM #3
SK-A816-1	CT SIMULATOR CEILING 1C154 + 1C156	1:100	ADDENDUM 1
SK-A816-2	CT SIMULATOR CEILING 1C154 + 1C156	1:100	ADDENDUM #3
SK-A816-3	PARTIAL REFLECTED CEILING PLAN BLOCK G	1:100	ADDENDUM #3
SK-A816-4	PARTIAL REFLECTED CEILING PLAN BLOCK G	1:100	ADDENDUM #3
SK-A826-1	CONFERENCE ROOM CEILING	1:100	ADDENDUM 1
SK-A836-1	MECH COORDINATION BLOCK G	1:100	ADDENDUM 1
SK-A836-2	CHEMO CLG - MECH COORDINATION BLOCK G	1:100	ADDENDUM 1

	SK-A836-3	CHEMO CLG - MECH COORDINATION BLOCK G	1:100	ADDENDUM 1
RE-ISSUED LARGE DWG				
	A505	STAIR G-B BLOCK F	1:50	ADDENDUM #3 - RE-ISSUED

DSC

This Addendum forms Part of the RFP and Contract Documents for the above Project as follows:

E3-1 SPECIFICATIONS

1.1 Electrical Addendum E1

- .1 Reference item 2.69.4, change the line to read "Add one (1) data drop for a clock on the South wall of room 3514. Label the cable 3D-3514-D06."

1.2 Specification Section 26 05 19, Wires & Cables, 0 - 1000 Volts

- .1 In Part 3, Execution, Article 3.3, Installation of Armoured Cables AC90 ISO-BX, revise Paragraph .1 to read "May be used for drops to surface and recessed mounted fluorescent light fixtures, **however, lengths of armoured cable must not exceed 3 meters (10'-0").**"

1.3 Specification Section 26 05 33, Conduits, Fastenings & Fittings:

- .1 In Part 3, Execution, Article 3.1, Installation, revise Paragraph .16 to read: "Run two 25 mm (1") **and one spare 50 mm (2")** spare conduits up to ceiling space **above** and two 25 mm (1") **and one spare 50 mm (2")** spare conduits down to ceiling space **below** from each flush panel. Terminate these conduits in **labelled** 152 x 152 x 102 mm (6" x 6" x 4") junction boxes in ceiling space. **Delete** "or in case of an exposed concrete slab, terminate each conduit in flush concrete type box."

1.4 Specification Section 26 07 14, Wiring to Laboratory Equipment:

- .1 Revised Specification Section is attached.

1.5 Specification Section 26 24 13, Low Voltage Switchboards:

- .1 In Part 2, Product, Article 2.4, Air Circuit Breakers revise Paragraph .4, Sentence .2 as follows:
 - .4 Air circuit breakers to include the following:
 - .1
 - .2 Manual operation for **feeder** breakers up to 1600 A frame size, electric operation for **all Main and Tie Breakers and all feeder** breakers 2000 A frame size and larger.
- .2 In Part 2, Product, Article 2.5, Moulded Case Breaker Section revise Paragraphs .11 & .13 as follows:
 - .11 **WHERE SPECIFIED** Thermal Magnetic Breakers to operate automatically by means of thermal and magnetic tripping devices to provide inverse time current tripping and instantaneous tripping for short circuit protection.
 - .13 **WHERE SPECIFIED** Breaker to operate by means of a solid-state trip unit with associated current monitors and self-powered shunt trip to provide adjustable inverse time current trip under overload condition, and adjustable long time, short time, instantaneous tripping for phase, ground fault and short circuit protection, with individually adjustable time and pick up settings. Ground fault pick up to be adjustable up to match frame rating amps. Provide a separate zero sequence current transformer around the outgoing phase conductors for each breaker if necessary to achieve this pick up setting. "

1.6 Specification Section 26 27 16, Lighting & Receptacle Panelboards:

- .1 To Part 2, Product, Article 2.2, Breakers General, revise Paragraph .4 as follows:
 - .4 Provide Lock-on devices for all clock outlet, fire alarm, security systems, **nurse call**, battery chargers, door supervisory, intercom, stairway, exit and night light circuits. **Provide Lock-off devices for all spare breakers.**

1.7 Specification Section 26 33 54, Hub Room On Line UPS Systems (new Section):

- .1 Add new Spec Section as per attached.

1.8 **Specification Section 26 51 13, 3.3 Luminaire List:**

- .1 Add Type 'HC3' luminaire to be similar to Type 'HC2', except shall be complete with 100 Watt quartz restrike.
- .2 Refer to Type 'CB'; Prescolite shall be considered an approved equal.
- .3 Refer to Type 'CA'; Prescolite shall be considered an approved equal.
- .4 Refer to Type 'CA1'; Prescolite shall be considered an approved equal.
- .5 Refer to Type 'CC'; Prescolite shall be considered an approved equal.
- .6 Refer to Type 'CF'; Prescolite shall be considered an approved equal.
- .7 Refer to Type 'FH'; Columbia shall be considered an approved equal.
- .8 Refer to Type 'HA'; Prescolite shall be considered an approved equal.
- .9 Refer to Type 'HH'; Hubbell NRG 300B Series shall be considered an approved equal.

1.9 **Specification Section 27 26 26, Data Centre Migration (new Section):**

- .1 Add new Specification Section as per attached. Note Division 27 is now responsible for migrating the existing Data Centre to the new Data Centre while maintaining redundant systems in the existing Data Centre for in-building disaster recovery purposes..

1.10 **Specification Section 27 52 23, Audio Visual Nurse Call System:**

- .1 In Part 2, Product, Article 2.3, Single Patient Station, delete paragraphs .6 & .8 (these features have been discontinued). As a Note it has been confirmed that the Dukane 'Pro-Care 6000 Nurse Call Patient Station' now fits a three gang back box (previously required a four gang).

1.11 **Specification Section 28 31 16, Addressable Fire Alarm System:**

- .1 To Part 1, General, Article 1.17, System Operation add new Paragraphs .15 & .16 as follows:
“.15 Signals shall be transmitted to each MCC in the five new Mechanical Rooms as follows
 - ***at MCC #G1 & MCC #GE1: two signals required, one from being a Block 'D' first stage alarm and the second being a Hospital second stage alarm***
 - ***at MCC #G2 & MCC #GE2: two signals required, one from being a Block 'E' first stage alarm and the second being a Hospital second stage alarm***
 - ***at MCC #G3 & MCC #GE3: two signals required, one from being a Block 'F' first stage alarm and the second being a Hospital second stage alarm***
 - ***at MCC #CC1 & MCC #CCE1: two signals required, one from being a Block 'G' first stage alarm and the second being a Hospital second stage alarm***
 - ***at MCC #G4 & MCC #GE4: two signals required, one from being a Block 'G' first stage alarm and the second being a Hospital second stage alarm***
 - ***at MCC #G5 & MCC #GE5: two signals required, one from being a Block 'F' first stage alarm and the second being a Hospital second stage alarm***
where it shall be used to automatically:
 - ***initiate Fan Shutdown as required under Division 20***
 - ***initiate Pressurization Fans as required under Division 20***

“.16 one signal, being a Hospital second stage alarm, shall be transmitted to the Basement Exit Corridor where it shall be used to automatically:

- **initiate Pressurization Fans as required under Division 20**
- **cause the doors to Stair #1G-S, #1G-T, #1G-U & Stair #1G-Y to open**
- **dampers at the top of these Stairs to automatically open**
- **damper at the top of existing Stair #ST1-1 to automatically open**

.2 To Part 3, Execution, Article 3.7 System Verification add new Paragraph .15 as follows:

“.15 Provide detailed audibility testing for each and every new and renovated room to confirm Code compliance. Sound level testing shall be completed and results recorded on floor plans. Assuming not every room will meet the minimum requirements, manufacturer must include adjusting taps on adjacent speakers and re-testing to obtain the Code applicable sound levels. Submit floor plans showing sound levels are Code compliant must be submitted with Verification Records.”

1.12 Specification Section 28 36 00, Water Leakage Detection System (new Section):

.1 Add new Spec Section as per attached.

THE FOLLOWING DRAWINGS ARE ISSUED WITH THIS ADDENDUM

Full Size Drawings re-issued:

Drawing No. E700 Treatment Bunker Electrical Layout And Details - Sheet 1
Drawing No. E701 Treatment Bunker Electrical Layout and Details
Drawing No. E703 Electrical Miscellaneous Details - Sheet 1
Drawing No. E970 Wireless Telephone Access Points - Site Plan

Sketches: New Issued

Sketch SK-E105-01
Sketch SK-E105-02
Sketch SK-E105-03
Sketch SK-E105-04
Sketch SK-E105-05
Sketch SK-E105-06
Sketch SK-E105-07
Sketch SK-E106a-1
Sketch SK-E106a-2
Sketch SK-E206-2
Sketch SK-E207-1
Sketch SK-E210-2
Sketch SK-E301-1
Sketch Sk-E315-3
Sketch SK-E320-1-R1
Sketch SK-E320-2-R1
Sketch SK-E320-3-R1
Sketch SK-E321-1-R1
Sketch SK-E321-2-R1
Sketch SK-E321-3
Sketch SK-E322-4
Sketch SK-E323-1
Sketch SK-E323-2
Sketch SK-E324-1-R1
Sketch SK-E324-4
Sketch SK-E324-5

Sketch SK-E336-1
Sketch SK-E336-2
Sketch SK-E336-3
Sketch SK-E336-4
Sketch SK-E345-4
Sketch SK-E346-1
Sketch SK-E346-2
Sketch SK-E414-1
Sketch SK-E415-1
Sketch SK-E415-2
Sketch SK-E415-3
Sketch SK-E415-4
Sketch SK-E420-1-R1
Sketch SK-E420-2-R1
Sketch SK-E420-3
Sketch SK-E420-4
Sketch SK-E420-5 (Lab Furniture Detail).
Sketch SK-E421-1
Sketch SK-E422-1
Sketch SK-E422-2
Sketch SK-E424-1
Sketch SK-E424-2
Sketch SK-E426-1
Sketch SK-E445-1
Sketch SK-E515-1
Sketch SK-E515-2
Sketch SK-E521-1
Sketch SK-E525-3
Sketch SK-E600-1
Sketch SK-E601-1
Sketch SK-E704-1
Sketch SK-E915-1
Sketch SK-E920-4
Sketch SK-E920-5
Sketch SK-E920-6
Sketch SK-E945-1
Sketch SK-E963-1

E3-2 DRAWINGS

2.1 Electrical Drawing No. E102 - Electrical Site Plan (Drawing not re-issued):

- .1 In Drawing Note #5 delete reference to "existing poles" and substitute "new poles"
- .2 Revise title of Detail 4/ E102 to read "Communication Ductbank" and note that duct bank is for future use.
- .3 At existing pole locations, identified by drawing note #6, add a Code White/111 Panic Station c/w wiring to main security room (7 Total). Mount the stations at approximately 48" above grade and run wiring in existing conduit. Also, add a station at the new CCTV poles (2 locations).

2.2 Electrical Drawing No. E104 - Incoming 44kV Service & Substation Details - Sheet 2 (Drawing not re-issued):

- .1 Note that the Division 26 Contractor is completely responsible for removing the existing Transformers 'T1' & T2 from the site.

2.3 Electrical Drawing No. E105 - Electrical Site Plan - Lighting (Drawing not re-issued):

- .1 Note that, for the existing roadway lighting being removed, contractor must remove the concrete base also. In addition to what is shown on the plan assume there are six existing light poles and based not shown that need to be removed.
- .2 Revise the Site Lighting as shown on attached Sketches SK-E105-03, #SK-E105-04, SK-E105-05, #SK-E105-06 & #SK-E105-07
- .3 Provide new Site Lighting Breakers in existing 'PL-EA1' and photocell/ contactors/ control as shown on attached Drawing SK-E105-01 & SK-E105-02.
- .4 Exact location of all site lighting luminaires to be coordinated with Landscape Consultant's Drawings.

2.4 Electrical Drawing No. E106a - Electrical Roof Garden Lighting Plans and Details (Drawing not re-issued):

- .1 Refer to Detail # 9; add to part plan layout weather proof power direct connections for Canopy storm drains, as shown on attached Sketch SK-E106a-1.
- .2 Refer to Detail # 5: revise lighting layout as shown on attached Sketch SK-E106a-2.

2.5 Electrical Drawing No. E106b - Electrical Roof Garden Lighting Plans and Details (Drawing not re-issued):

- .1 Refer to Detail # 2; provide new weather proof power direct connection for irrigation system controller, located within the Landscaped Deck Roof Garden # 2 area, South of entry gate on exterior wall (exact location to be co-ordinated on site), circuited to LR-1-6B1-37. Provide new 15A, 120V, 1PH GFI breaker within panel.
- .2 Refer to Detail # 4; provide new power direct connection for irrigation system controller, located within the Link Corridor # 3G300-3 for Roof Garden # 4 & 5, at grids K and 22 (exact location to be co-ordinated on site), circuited to LR-3-6B6-26. Provide new 15A, 120V, 1PH GFI breaker within panel.
- .3 Refer to Detail # 3; provide new power direct connection for irrigation system controller, located within the Link Corridor # 3G100-1 for Roof Garden # 6 & 7, at grids CC and 22 (exact location to be co-ordinated on site), circuited to LR-3-6B6-28. Provide new 15A, 120V, 1PH GFI breaker within panel.
- .4 Refer to Detail # 5; provide new power direct connection for irrigation system controller, located within the Clean Room # 3G139 Roof Garden # 8, at grids CC and 9 (exact location to be co-ordinated on site), circuited to LR-3-6B6-30. Provide new 15A, 120V, 1PH GFI breaker within panel.
- .5 Reference Electrical addendum No. E1
Item 2.7.1 to read as follows:
"Lighting, Power and Systems revised as indicated on details #2, 3, 4 and 5.

2.6 Electrical Drawing No. E109 - Electrical Infrastructure Plan Level 5 (Drawing not re-issued):

- .1 Note that, located in the "existing Electrical Room #5010" there are two main, existing 1200 amp, 600 volt, 3 phase, 3 wire Asco automatic transfer switches. There is a desire to obtain an Alternative Price to remove the two existing "open transition switches" and replace them with new "closed transition switches". This work will require, in a staged planned program:
 - disconnecting the existing feeds to the transfer switches (this is 1200 amp bus duct),
 - disconnecting the existing feeds from the transfer switches to the load (this is 1200 amp bus duct) and control wiring to the Diesel Generators, the existing Fire Alarm and the existing Building Automation System
 - remove the existing transfer switch
 - install the replacement transfer switch
 - re-connect the primary, secondary and controls connections

- conducting a full test of the transfer switch and related diesel generator

Provide the required "Alternative Price" to replace the two existing Transfer Switches.

- .2 In new Electrical Room #5G310 note that the two "350 kVA Transformers" are to be "400 kVA Transformers" as per Drawing E-201.

2.7 Electrical Drawing No. E110 - Electrical Infrastructure Plan Level 4 (Drawing not re-issued):

- .1 Add a Note stating: "Provide Water Leakage Detection System in each of Hub Rooms #4126, #4410, #4572, #4700, #4G-513, Room #4G-307 and #4G-111.

2.8 Electrical Drawing No. E111 - Electrical Infrastructure Plan Level 3 (Drawing not re-issued):

- .1 Add a Note stating: "Provide Water Leakage Detection System in each of Hub Rooms #3122, #3401, #3560, #3700, #3G-513, #3G-307, #3G-111 and #3C-083

2.9 Electrical Drawing No. E112 - Electrical Infrastructure Plan Level 2 (Drawing not re-issued):

- .1 Add a Note stating: "Provide Water Leakage Detection System in each of Hub Rooms #2254, #2465, #2330, #2751, #2G-688, #2G-208, #2G-289, #2G-499 and #2C-162

2.10 Electrical Drawing No. E113 - Electrical Infrastructure Plan Level 1 (Drawing not re-issued):

- .1 Add a Note stating: "Provide Water Leakage Detection System in each of Hub Rooms #1248, #1474, #1374, #1249, #1G-653, #1C-143 and the New Network Server Room (Room #1G-006)

2.11 Electrical Drawing No. E200 - Normal Power Main Single Line Diagram (Drawing not re-issued):

- .1 Note that the Main Breakers & Tie Breaker in Switchboard "A2" and Switchboard 'B3' are to be an electrically operated/ interlocked draw-out air circuit breakers.
- .2 Add a Note: "Contractor to run a Code compliant ground conductor with every feeder".
- .3 For the single line schematic of the 13.8kV to 600 Volt Transformers shown on the Single Line Diagram delete the neutral solidly ground and substitute high resistance grounding (Resistors to be 70 ohm, 5 amp) as per Specification.

2.12 Electrical Drawing No. E201 - Emergency Power Main Single Line Diagram (Drawing not re-issued):

- .1 Revise the feeders from Switchboard 'EA1' to Transformers '1-GE1' and '1-GE2' to "two parallel runs of 3 #250 MCM- MI Fire Rated Cable".
- .2 Add a Note identifying that an "Alternative Price" is required to replace the existing 1200 amp, 600 volt automatic transfer switches as detailed on Drawing E109.
- .3 Note that the Main Breaker in Switchboard "EA1" and the Tie Breaker in new section of existing Switchboard 'EA' are to be an electrically operated/ interlocked draw-out air circuit breakers.
- .4 Add a Note: "Contractor to run a Code compliant ground conductor with every feeder".

2.13 Electrical Drawing No. E202 - Normal Power 600 Volt Distribution Diagram (Drawing not re-issued):

- .1 Note that **ALL FEEDER BREAKERS in Switchboard "A2" are to be manually operated draw-out air circuit breakers.** The 3000 amp Main Breakers and Tie Breaker are to be electrically operated/ interlocked draw-out air circuit breakers.

- .2 Note that, not shown on this Drawing in Switchboard 'A2' are the two 1000 amp air circuit breakers, one on either side of the "Tie Breaker" feeding Transformers 'T-G3' and 'T-G4' which are shown on Drawing E-200.
- .3 Note that the high resistance grounding on the two 13.8 kV to 600 volt Transformers #T-G1 & #T-G2 are to be 70 ohm, 5 amp as per Specification.
- .4 Add. running from a spare 600 amp breaker on the right hand end of Switchboard 'A2', a new feeder, two parallel runs of 3 #350 MCM plus ground in 100 mm conduit to a new 5th Floor Penthouse 600 amp, 600 volt DP-'5AA1' (the new Distribution Panel will be located in the same Electrical Room as the Switchboard). For breaker configuration in the new Distribution Panel refer to new Detail 9/ E206)
- .5 Add a Note to each Drawing: "Contractor to run a Code compliant ground conductor with every feeder".

2.14 **Electrical Drawing No. E203 - Emergency Power 600 Volt Distribution Diagram (Drawing not re-issued):**

- .1 Note that **ALL 400 amp, 500 amp and 600 amp feeder breakers in Switchboard "EA1" are to be manually operated draw-out air circuit breakers.** All other breakers in this Switchboard, ie those less than 400 amp, are to be molded case circuit breakers as specified and complete with solid state trips also as Specified.
- .2 Note that the Main Breaker in Switchboard 'EA1' is to be an electrically operated draw-out air circuit breaker (and electrically interlocked to new Tie Breaker in Switchboard 'EA').
- .3 Revise the feeders from Switchboard 'EA1' to Transformers '1-GE1' and '1-GE2' to "two parallel runs of 3 #250 MCM - MI Fire Rated Cable".
- .4 Revise all Elevator Feeders (8 total) to "3 #4 - MI Fire Rated Cable".
- .5 Add a Note to each Drawing: "Contractor to run a Code compliant ground conductor with every feeder".

2.15 **Electrical Drawing No. E204 - Normal Power 120/208 Volt Distribution Diagram (Drawing not re-issued):**

- .1 Note that ALL feeder breakers in Switchboard "B3" are to be moulded case circuit breakers as specified and complete with solid state trips also as Specified
- .2 Note that the Main Breakers and the Tie Breaker in Switchboard "B3" are to be an electrically operated/ interlocked draw-out air circuit breakers.
- .3 Add a Note to each Drawing: "Contractor to run a Code compliant ground conductor with every feeder".

2.16 **Electrical Drawing No. E205 - Emergency Power 120/208 Volt Distribution Diagram (Drawing not re-issued):**

- .1 Note that ALL feeder breakers in Switchboard "EB3" are to be molded case circuit breakers as specified and complete with thermal magnetic trips also as Specified
- .2 Note that the Main Breakers and the Tie Breaker in Switchboard "EB3" are to be an electrically operated/ interlocked draw-out air circuit breakers.
- .3 Add a Note to each Drawing: "Contractor to run a Code compliant ground conductor with every feeder".

2.17 **Electrical Drawing No. E206 - Miscellaneous Electrical Distribution Diagrams - Sheet 1 (Drawing not re-issued):**

- .1 In DP-'1EAA1' (Detail 4/ E206) add a 30 amp, 3 pole breaker c/w 3 #10 M/i cable feeder to new "Stair Pressurization Fan Starters" in Shaft on Level 2 (at/ near F-17' as shown on Drawing E424).

- .2 In DP-'1AA5' (Detail 8/ E206):
 - revise the four breakers feeding the Treatment Room Power Conditioners from 100 amp, 3 pole to 125 amp, 3 pole and the feeder from 3 # 2 plus ground in 100 mm conduit to 3 # 1/0 plus ground in 100 mm conduit. Furthermore revise the breakers at the Power Conditioners from 100 amp, 3 pole to 125 amp, 3 pole non-auto type, as shown on attached Sketch SK-E206-2. Add a note to the schematic reading "Refer to Drawing E701 for details of the feeders running from the Power Conditioners",
 - revise the breaker feeding the CT Sim Power Conditioner (Room #1C166) from 300 amp, 3 pole to 400 amp, 3 pole and the feeder from 3 # 350 mcm in 75 mm conduit to 3 # 500 MCM plus ground in 100 mm conduit. Furthermore revise the disconnect at the Power Conditioners from 400/300 amp, 3 pole to 400 amp, 3 pole un-fused type. Add a note to the schematic reading "Refer to Drawing E703 for details of the feeder running from the Power Conditioner".
- .3 Add new Detail 9/ E206 "Distribution Diagram "DP-5AA1" consisting of a 600 amp, 600 volt, 3 phase, 3 wire Panel with 50kA interrupting capacity and located in the new Level 5 Electrical Room #5G-100. The new panel is to be fed from Switchboard 'A2', is to include a TVSS, a 30 amp, 3 pole breaker feeding the TVSS and 1 @ 80 amp, 3 pole, 2 @ 100 amp, 3 pole, 2 @ 200 amp, 3 pole and 2 @ 300 amp, 3 pole SPARE branch breakers.
- .4 Add a Note: "Contractor to run a Code compliant ground conductor with every feeder".

2.18 **Electrical Drawing No. E207 - Miscellaneous Electrical Distribution Diagrams - Sheet 2 (Drawing not re-issued):**

- .1 Add a Note: "Contractor to run a Code compliant ground conductor with every feeder".
- .2 Refer to Detail # 4 " DP-2EBB12 "; add new breaker and feeder for Walk-In Fridge in Laboratory; as shown on attached Sketch SK-E207-1.
- .3 Refer to Detail # 4 " DP-2EBB12 "; add new breaker and feeder for FC-7 roof top condenser, for Hub Room # 2465 as shown on attached Sketch SK-E207-1.
- .4 Refer to Detail # 4 " DP-2EBB12 "; add new breaker and feeder for panel LR-2-2EL5 in Automated Front End Room # 2445, as shown on attached Sketch SK-E207-1.

2.19 **Electrical Drawing No. E208 - Miscellaneous Electrical Distribution Diagrams - Sheet 3 (Drawing not re-issued):**

- .1 Add a Note: "Contractor to run a Code compliant ground conductor with every feeder".

2.20 **Electrical Drawing No. E209 - Electrical Grounding Details & Riser (Drawing not re-issued):**

- .1 Add a new Note re: New Hub Rooms in Existing Hospital as follows:
"For each new Hub Room in the existing Hospital, ie Room #2254, #2465 & #2751, provide a new minimum 915mm x 50mm x 6.5mm copper ground bus c/w a #4/0 insulated ground conductor running in a new conduit to the existing Level 5 Electrical Room (see Drawing E-109 for Electrical Room location) and terminated on the existing Ground Bus there-in.

2.21 **Electrical Drawing No. E210 - Electrical Composite Panel Schedule (Drawing not re-issued):**

- .1 Refer to panel LR-2-6B12; revise breaker quantities for 15A, 1P from '15' units to '16' units and spaces from '12' to '11'. Add to remarks column " CCT#31 GFI BKR".
- .2 Refer to panel LR-2-6B15; revise breaker quantities for 15A, 1P from '37' units to '38' units and spaces from '15' to '14'. Revise remarks column to include " CCT#50".
- .3 Refer to panel LR-1-6B1; revise breaker quantities for 15A, 1P from '23 ' units to ' 24 ' units and spaces from '15' to '14'. Add to remarks column " CCT#37 GFI BKR".
- .4 Refer to panel LR-3-6B6; revise breaker quantities for 15A, 1P from '29' units to '32' units and spaces from '9' to '6'. Add to remarks column " CCT#26, 28, 30 GFI BKR".

- .5 Refer to panel LR-2-7EB1; revise breaker quantities for 15A, 1P from '45' units to '46' units and spaces from '9' to '8'. Revise remarks column to include " CCT#41, 46 GFI BKR".
- .6 Refer to panel LR-2-3EB4; revise breaker quantities for 15A, 1P from '25' units to '26' units and spaces from '6' to '5'. Add to remarks column " CCT#32 GFI BKR".
- .7 Refer to panel LR-2-3EB5; revise breaker quantities for 15A, 1P from '16' units to '22' units and spaces from '33' to '27'. Revise remarks column to include " CCT# 54 GFI BKR".
- .8 Refer to panel LR-1-6EB1; revise breaker quantities for 15A, 1P from '35' units to '41' units and spaces from '15' to '9'. Revise remarks column to include " CCT# 24,26, 28, 30, 32, 34, 36 GFI BKR".
- .9 Refer to panel LR-1-7EB2; revise breaker quantities for 15A, 1P from '15' units to '16' units and spaces from '21' to '20'. Revise remarks column to include " CCT# 35 GFI BKR".
- .10 Refer to panel LR-1-7B1; revise breaker quantities for 20A, 1P from ' - ' units to '1' unit and spaces from '21' to '19'.
- .11 Refer to panel LR-2-3B11; revise breaker quantities for 15A, 1P from ' 35 ' units to ' 37 ' units and spaces from '12' to '10'.
- .12 Refer to panel LR-2-6EB8; Revise remarks column to include " CCT# 49, 51, 53 GFI BKR".
- .13 Refer to panel LR-2-6EB11; revise breaker quantities for 15A, 1P from '35' units to '36' units and spaces from '15' to '14'. Revise remarks column to include " CCT# 29 GFI BKR".
- .14 Refer to panel LR-3-5EB4; revise remarks column to include " CCT# 33 GFI BKR".
- .15 Refer to panel LR-1-6EB1; revise remarks column to include " CCT# 37, 39 GFI BKR".
- .16 Refer to panel LR-1-5EB4; revise remarks column to include " CCT# 21 GFI BKR".
- .17 Refer to panel LR-2-6EB4; revise remarks column to include " CCT# 39 GFI BKR".
- .18 Refer to panel LR-2-6EB6; revise remarks column to include " CCT# 41 GFI BKR".
- .19 Refer to panel LR-2-6EB10; revise remarks column to include " CCT# 22 GFI BKR".
- .20 Refer to panel LR-2-6B14; revise breaker quantities for 15A, 1P from '39' units to '40' units and spaces from '18' to '17'. Revise remarks column to include " CCT# 44 GFI BKR".
- .21 Refer to panel LR-2-6B3; revise breaker quantities for 15A, 1P from '27' units to '28' units and spaces from '18' to '17'. Revise remarks column to include " CCT# 26 GFI BKR".
- .22 Refer to panel LR-2-6B15; revise breaker quantities for 15A, 1P from '38' units to '40' units and spaces from '15' to '12'. Revise remarks column to include " CCT# 52, 54 GFI BKR".
- .23 Refer to panel LR-2-2L2, LR-2-2L3, LR-2-2L4 and LR-2-2EL1 to LR-2-2EL4; revise breaker quantities as shown on attached Sketch SK-E210-2.
- .24 Add new panel LR-2-2EL5 as shown on attached Sketch SK-E210-2.
- .25 Refer to panel LR-2-6EB4; revise breaker quantities for 15A, 1P from '34' units to '35' units and spaces from '9' to '8'. Revise remarks column to include " CCT# 37 GFI BKR".
- .26 Refer to panel LR-2-1EB6; Add to remarks column " CCT# 12 GFI BKR".
- .27 Refer to panel LR-2-6EB11; Add to remarks column " CCT# 28,30 GFI BKR".

- .28 Refer to panel LR-1-5EB2; Add to remarks column " CCT # 37 GFI BKR".
- .29 Refer to panel LR-2-1EB5; Add to remarks column to include " CCT # 23 GFI BKR".
- .30 Refer to panel LR-1-7EB1; Add to remarks column to include "CCT # 39 GFI BKR".
- .31 Refer to panel LR-2-6EB5; Add to remarks column to include ".:CCT # 54 GFI BKR".
- .32 Refer to panel LR-2-6EB1; Add to remarks column to include "CCT # 16 GFI BKR".
- .33 Refer to panel LR-2-5EB2; Add to remarks column to include "CCT # 30 GFI BKR".
- .34 Refer to panel LR-3-7EB3; Add to remarks column to include "CCT # 18 GFI BKR".
- .35 Refer to panel LR-3-6EB4; Add to remarks column to include "CCT # 45 GFI BKR".
- .36 Refer to panel LR-3-6EB3; Add to remarks column to include "CCT# 18 GFI BKR".
- .37 Refer to panel LR-3-5EB2; Add to remarks column to include "CCT # 51 GFI BKR".
- .38 Refer to panel LR-4-7EB1; Add to remarks column to include "CCT # 43 GFI BKR".
- .39 Refer to panel LR-4-6EB4; Add to remarks column to include " CCT # 36 GFI BKR".
- .40 Refer to panel LR-4-6EB2; Add to remarks column to include "CCT # 33 GFI BKR".

2.22 Electrical Drawing No. E211 - Main Electrical & Diesel Room Details (Drawing not re-issued):

- .1 Refer to Detail 1/ E211, add, on the west wall of new Electrical Room #5G100 at grid line '17', new DP-'5AA1'. Provide a ground connection from the new panel to the perimeter ground bus.

2.23 Electrical Drawing No. E301 - Basement Level Lighting, Power, Systems And Communications - Plan (Drawing not re-issued):

- .1 Refer to Corridor # 0G681-1; add power direct connection for future Fan Coil Unit on normal circuit as shown on attached Sketch SK-E301-1.
- .2 Refer to new Stairs #0G-U & #0G-Y: add, for each Stair, a 15 amp, 1 pole dedicated, new emergency circuit from LR-'7EB1' for electrically operated door. Note doors are actually activated from Fire Alarm as described on Drawing #E-514 and in Specification.
- .3 Refer to new Stairs #0G-U & #0G-Y: add, in each Stair, two dedicated double voltage relays connected to the Fire Alarm System and one to activate the electric door operator and one to activate the "motorized damper" (Note damper is actually located at the top of the Stair on Level 2 but signal should come from Level 1). Note:
 - door is to open and remain open and damper is activated to open on signal from Fire Alarm as described in Specification.
 - signal to the door at Stair must bypass the door alarm/ access control on these doors.
- .4 At Stair #OG-Y and OG-U, add a 15A, 120V dedicated emergency circuit (2) for automatic door opener. Interconnect door opener to the pressurization fan for each stair, so that the door opens when the pressurization fan starts up.

2.24 Electrical Drawing No. E315 - First Floor Lighting Layout Block F-G (Drawing not re-issued):

- .1 Contractor to provide a " Separate Price " for Treatment Room # 1C239, to delete the fit up of the space as shown on attached Sketch SK-E315-3.

2.25 Electrical Drawing No. E320 - Second Floor Lighting Layout Block A - B South (Drawing not re-issued):

- .1 Lighting layout revised in the Laboratory area to include Emergency Battery Remote Lighting heads, additional

luminaires added and lighting switches changed to motion sensor switches within offices and small rooms, as shown on attached Sketches SK-E320-1-R1, SK-E320-2-R1 and SK-E320-3-R1.

.2 Add a new Drawing Note reading:

"The construction in the revised/ renovated Lab is heavily phased with six phases. The Contractors attention is drawn to this so that it is clearly understood that there will be the need, for the Lab area, of a specific Electrical Lab Phasing Plan based on the overall Project Phasing Plan. It also needs to be noted that there is every probability that various temporary lighting will be required for the staged/ phased construction/ renovations and that these temporary services must be included as required."

2.26 **Electrical Drawing No. E321 - Second Floor Lighting Layout Block B-C South (Drawing not re-issued):**

- .1 Revise lighting layout of Blood # 2555, PACU Clean Supplies/Equipment Room # 2562 and Nitro Stor Room # 2563, as shown on attached Sketch SK-E321-1-R1.
- .2 Revise lighting within Physician's Lounge Workroom # 2521, as shown on attached Sketch SK-E321-2-R1.
- .3 Refer to Alcove adjacent to Scrub #2551A; add luminaire type 'CJ' as shown on attached Sketch SK-E321-3.
- .4 Add a new Drawing Note reading:
"The construction in the revised/ renovated Surgical Suite is heavily phased with up to six phases. The Contractors attention is drawn to this so that it is clearly understood that there will be the need, for the Surgical Suite area, of a specific Electrical Surgical Suite Phasing Plan based on the overall Project Phasing Plan. It also needs to be noted that there is every probability that various temporary lighting feeds will be required for the staged/ phased construction/ renovations and that these temporary services must be included as required."

2.27 **Electrical Drawing No. E322 - Second Floor Lighting Layout Block A-B North (Drawing not re-issued):**

- .1 Refer to new Hub Room # 2254; revise lighting layout to add new luminaires type 'FS3' and control switch circuited on emergency circuit as shown on attached Sketch SK-E322-4.

2.28 **Electrical Drawing No. E323 - Second Floor Lighting Layout Block D - E (Drawing not re-issued):**

- .1 Refer to Corridor # 2G033-1: revise lighting layout to add new luminaires as shown on attached Sketch SK-E323-1.
- .2 Refer to Entry 2576A, Enlarged OR #2501, New OR # 2573, Replacement OR # 2578 and New OR # 2582; revise lighting layout and add new luminaires as shown on attached Sketch SK-E323-2.

2.29 **Electrical Drawing No. E324 - Second Floor Lighting Layout Block D-E North (Drawing not re-issued):**

- .1 Refer to new Shaft (at/ near grids 'F-17'): add new luminaire type 'FS3' and motion sensor control switch circuited on emergency circuit as shown on attached Sketch SK-E324-4.
- .2 Add Emergency Battery Lighting, single heads in Rooms #2G-753, #2G-755, #2G-810, #2G-811, #2G-813, #2G-815, #2G-817, #2G-819 & #2G-821 and double head units in Rooms #2G-507.2 (Waiting), #2G-589.3 (Admitting area), #2G-751.2 (Corridor), #2G-757.1 (Corridor), #2G-752/ 2G-776 (Nurses Station) & #2G-861.1 (Corridor).
- .3 Refer to Private Rooms # 2G289, 2G281, 2G2819, 2G817, 2G815, 2G813, 2G811 and Vestibule 2G611-1 and 2G611-2; revise lighting layout as shown on attached Sketch Sk-E324-1-R1.
- .4 Refer to West Entrance Canopy area; revise lighting layout to incorporate emergency lighting as shown on attached Sketch SK-E324-4
- .5 Refer to Drop Off area: revise lighting layout to incorporate emergency lighting as shown on attached Sketch SK-E324-5.

2.30 Electrical Drawing No. E326 - Second Floor Lighting Layout Block F-G (Drawing not re-issued):

- .1 Refer to Lobby 2G000-2 main entrance revolving door; delete noted lighting power direct connection on circuit # 6EB4-41. Circuit to remain as a spare breaker in panel.

2.31 Electrical Drawing No. E336 - Third Floor Lighting Layout Block F - G (Drawing not re-issued):

- .1 Revise lighting as indicated on attached Sketch SK-E336-1, SK-E336-2, SK-E336-3 and SK-E336-4.

2.32 Electrical Drawing No. E345 - Fourth Floor Lighting Layout Block E-F (Drawing not re-issued):

- .1 Delete luminaire type 'FS' (1 unit) in Alcove 4G136 and replace with luminaire type 'LC' (2 units) equally spaced.
- .2 Refer to Clerk # 4G391-2; revise lighting layout as shown on attached Sketch SK-E345-4.

2.33 Electrical Drawing No. E346 - Fourth Floor Lighting Layout Block F - G (Drawing not re-issued):

- .1 Revise lighting layout in High Lobby area to incorporate emergency circuits, as shown in attached Sketch SK-E346-1 and SK-E346-2.

2.34 Electrical Drawing No. E351 - Fifth Floor Lighting Layout Block E-F (Drawing not re-issued):

- .1 In Detail 1/ E351 add a Note "For the connecting Link to the existing Penthouse", provide, in addition to what is shown on this plan, the following:
 - four additional Type 'FL' luminaires, three on the normal circuit and one on the emergency circuit.
 - one additional Exit Light, circuit #6EB2-1
 - one additional emergency light unit, fed from Battery '5G-1'

2.35 Electrical Drawing No. E412 - First Floor Power Layout Block A - B North (Drawing not re-issued):

- .1 Refer to Retail # 1184, Staff Gym # 1G671, Unprogrammed # 1G684 and Food Kiosks # 1216, 1217, 1218 and 1219; revise note reference # 12 within these rooms to note reference # 7.
- .2 Refer to Retail # 1184 South/West end of room; add power direct connection for pipe heat tracing on emergency power circuit # LR-1-7EB2-35. Provide new 15A, 120V, 1PH GFI breaker within panel.
- .3 Refer to Hub Room # 1G653; add a 15A, 120V, 1PH direct connection for Leakage Detection System on emergency power, circuited to GFI circuit # LR-1-7EB1-39.
- .4 Add to each of the following existing Hub Rooms #1248, #1474, #1374 and #1249, a 15A, 120V, 1PH direct connection for Leakage Detection System on emergency power, circuited to a 15A, 120V GFI circuit in nearest emergency panel (assume a distance of 46 meters each one).

2.36 Electrical Drawing No. E413 - First Floor Power Layout Block B-C North (Drawing not re-issued):

- .1 Refer to Manager Room # 1514; add a double duplex receptacle mounted on East wall and circuited to 1B4-40.
- .2 Refer to IT/Server Room # 1G006; add a 15A, 120V, 1PH direct connection for Leakage Detection System on emergency power, circuited to GFI circuit # LR-1-6EB1-24.

2.37 Electrical Drawing No. E414 - First Floor Power Layout Block D - E - F (Drawing not re-issued):

- .1 Refer to Forms Room # 1G667; revise receptacles on West wall from standard height and move to "OC" height.
- .2 Refer to Corridor # 0G680-1; add power direct connection for future Fan Coil Unit on normal circuit as shown on attached Sketch SK-E414-1.
- .3 Refer to Stair #ST1-1 (existing Stair #1), Stair #1G-S, #1G-T, #1G-U & #1G-Y: add, for each Stair, a 15 amp, 1 pole dedicated, new emergency power circuit from LR-'7EB1' for "motorized damper" (Note dampers are

actually located at the top of the Stairs on Level 2 but circuit should come from Level 1). Note dampers are activated from Fire Alarm as described on Drawing #E-514 and in Specification.

- .4 Refer to new Stairs #1G-S & #1G-T, add, for each Stair, a 15 amp, 1 pole dedicated, new emergency circuit from LR-'7EB1' for electrically operated door. Note doors are actually activated from Fire Alarm as described on Drawing #E-514 and in Specification.

2.38 Electrical Drawing No. E415 - First Floor Power Layout Block F-G (Drawing not re-issued):

- .1 Refer to CT Sim Room # 1C156; ensure laser receptacle on circuit 5EB3-34 is mounted flush with ceiling, as shown on attached Sketch SK-E415-2.
- .2 Re-direct arrow for Laser Receptacle on circuit # 5EB3-30 from current receptacle to adjacent East wall mounted receptacle, as shown on attached Sketch SK-E415-2.
- .3 Add (1) clock receptacle mounted at 510mm below finished ceiling on the South wall of Exam Rm #1C190, circuited on 5B3-20, as shown on attached Sketch SK-E415-1.
- .4 Add (1) clock receptacle mounted at 510mm below finished ceiling on the North wall of Exam Rm #1C192, circuited on 5B3-20, as shown on attached Sketch SK-E415-2.
- .5 Add (1) clock receptacle mounted at 510mm below finished ceiling on the North wall of Exam Rm #1C194, circuited on 5B3-20, as shown on attached Sketch SK-E415-2.
- .6 Add (1) clock receptacle mounted at 510mm below finished ceiling on the North wall of Patient Prep Rm #1C103, circuited on 5B2-18, as shown on attached Sketch SK-E415-2.
- .7 Add (1) clock receptacle mounted at 510mm below finished ceiling on the West wall of Stretch Exam Rm #1C146, circuited on 5B2-18, as shown on attached Sketch SK-E415-2.
- .8 Add (1) clock receptacle mounted at 510mm below finished ceiling on the North wall of CT Sim Rm #1C156, circuited on 5B3-12, as shown on attached Sketch SK-E415-2.
- .9 Add (1) clock receptacle mounted at 510mm below finished ceiling on the North wall of each RAD Treatment Rm #1C221, 1C227, 1C233 and 1C239, circuited on TB1A-29, TB2A-29, TB3A-29 AND TB4A-29 respectively, as shown on attached Sketch SK-E415-1.
- .10 Contractor to provide a " Separate Price " for Treatment Room # 1C239, to delete the fit up of the space as shown on attached Sketch SK-E415-4.
- .11 Refer to Soiled Room # 1C162: delete power direct connection for Flusher/Disinfector on circuit 5B3-17/19. Breaker to be revised from "20A, 208V, 1PH" to one "15A, 1P" and one "GFI 20A,1P" 120V, 1PH breakers, as shown on attached Sketch SK-E415-2.
- .12 Refer to Soiled Room #1C161; add power direct connection and control switch for Vernicare/Vortex unit North wall circuited to 5B3-19, utilizing the GFI breaker in item # .11 above, as shown on attached Sketch SK-E415-2.
- .13 Refer to AC Room # 1C166A: add power direct connection for ceiling suspended mechanical unit # FC-4, 15A, 208V, 1PH circuited to LR-1-5B4-57/59, as shown on attached Sketch SK-E415-3.
- .14 Refer to Copy Room # 1C109, Meeting Room # 1C048, Workroom # 1C099 and Workroom # 1C103; revise power layout and power notes as shown on attached Sketch SK-E415-3.
- .15 Refer to IT Closet # 1C143; add a 15A, 120V, 1PH direct connection for Leakage Detection System on emergency power, circuited to GFI circuit # LR-1-5EB2-37.
- .16 Add a 15A, 120V connection (provide a normal power circuit - max. 3 single doors, 2 double doors per circuit) and push plates c/w conduit for auto door operators at the following locations:
 - Washroom #1C178
 - Washroom #1C186

2.39 **Electrical Drawing No. E420 - Second Floor Power Layout Block A - B South (Drawing not re-issued):**

- .1 Note that the Lab Furniture is pre-manufactured modular furniture, supplied by the General Contractor, that is not pre-wired but does have a "wire chase" designed for electrical devices and wiring. Access to the furniture is via a "ceiling entry support panel". To assist in understanding the Lab modular furniture attached is a cut provided by the furniture supplier as per attached Sketch #SK-E-420-5.
- .2 Revise the power layout within the Laboratory area and administration area as shown on attached Sketches SK-E420-1-R1, SK-E-420-2-R1 AND SK-E420-3.
- .3 Add note # 31 to read as follows: "PROVIDE A SEPARATE #6 INSULATED GROUND CONDUCTOR, IN 25mm CONDUIT FROM EACH FLAMMABLE STORAGE CABINET WITHIN ROOM AND HOME RUN TO NEAREST ELECTRICAL PANEL GROUND BUS".(Note is applicable fro E420 to E426).
- .4 Add a new Drawing Note reading:
"The construction in the revised/ renovated Lab is heavily phased with six phases. The Contractors attention is drawn to this so that it is clearly understood that there will be the need, for the Lab area, of a specific Electrical Lab Phasing Plan based on the overall Project Phasing Plan. It also needs to be noted that there is every probability that various temporary power services will be required for the staged/ phased construction/ renovations and that these temporary services must be included as required."
- .5 Add (1) clock receptacle mounted at 510mm below finished ceiling on the South wall of each Bay #2314A, #2314B and Priv Rm #2315, circuited on 2B8-23.
- .6 Refer to Soiled Room # 2323: delete power direct connection for Flusher/Disinfector on circuit 2B8-58/60. Breaker to be revised from "20A, 208V, 1PH" to one "15A, 120V, 1P" and one GFI 20A, 120V, 1P" breakers. Add power direct connection and control switch for Vernicare/Vortex unit on West wall circuited to 2B8-60 utilizing 20A, GFI breaker.
- .7 Refer to Existing Soiled Room # 2339: revise equipment notation for power direct connection from "Flusher/Disinfector" to "Vernicare/Vortex", circuited to 2B8-58, 20A, 120V, 1P GFI breaker. Add switch to control unit.
- .8 Refer to Hub Room #2465 in Laboratory area; add emergency power direct connection for FC-7 unit 15A, 120V, 1P and circuited to LR-2-2EI1-20.
- .9 Add weatherproof disconnect switch and direct connection for FC-7 outdoor condenser unit mounted on existing level 3 roof located grids Ex 16/Ex17 and Ex D, as shown on attached Sketch SK-E420-3. Power to be feed from DP-2EBB12, in electrical room # 2455B.
- .10 Refer to Existing Communication Closet # 2330; add a 15A, 120V, 1PH direct connection for Leakage Detection System on emergency power, circuited to a 15A, 120V GFI circuit in nearest emergency panel (assume a distance of 46 meters).
- .11 Add a 15A, 120V connection (provide a normal power circuit - max. 3 single doors, 2 double doors per circuit) and push plates c/w conduit for auto door operators at the following locations:
 - Vestibule #2300 (at doors to Corridor #2238 and 2242)
 - Corridor #2308 (at doors to Corridor #2325)
 - Recovery to Corridor #2314 and to Existing Corridor #2382
 - Corridor #2316 (adjacent Room #2318)
 - Entry #2356
- .12 Provide a 15 amp, 1 pole emergency power circuit from LR-'2-2EL4' into the ceiling space of Room #2443 for "Lab Entry Chime System".
- .13 Refer to Automated Front End area; add new part plan adding wireway and power connection feeds as shown on attached Sketch SK-E420-4.

2.40 **Electrical Drawing No. E421 - Second Floor Power Layout Block B - C South (Drawing not re-issued):**

- .1 Revise power layout of PACS Clean Supplies/Equipment Room # 2562 and Nitro Stor Room # 2563, as shown on attached Sketch SK-E421-1.
- .2 Refer to Staff W.R. South side; circuit House Keeping receptacle to circuit # 1B6-29. Add one additional House Keeping receptacle (same circuit) in Recover Bays 2538, on wall just South of Bay # 19.
- .3 Refer to Existing OR Rm # 2513 and Existing OR Rm # 2514; remove wall mounted receptacles shown on plan.
- .4 Add a new Drawing Note reading:
"The construction in the revised/ renovated Surgical Suite is heavily phased with up to six phases. The Contractors attention is drawn to this so that it is clearly understood that there will be the need, for the Surgical Suite area, of a specific Electrical Surgical Suite Phasing Plan based on the overall Project Phasing Plan. It also needs to be noted that there is every probability that various temporary power services will be required for the staged/ phased construction/ renovations and that these temporary services must be included as required."
- .5 Refer to Soiled Hold Room # 2571; add power direct connection on West wall for Vernicare/Vortex unit circuited to 1B7-29, 20A, 120V, 1P GFI breaker.
- .6 Refer to O.R. Control Centre # 2544; revise noted circuit "1EB8-12" to "1B8-12". Circuit Breaker # 12 to remain as spare in panel.
- .7 Refer to Corridor # 2545; add a GFI power direct connection for Electronic Faucet to be circuited to 1EB6-12.
- .8 Refer to Hub Room # 2465; add a 15A, 120V, 1PH direct connection for Leakage Detection System on emergency power, circuited to GFI circuit # LR-2-2EL1-38 .
- .9 Refer to Net Clean Core Extension # 2503; three Medical Gas Alarm Panel direct connections to be relocated. Medical Gas Alarm Panel on North West wall to be relocated to within the New O.R. Room # 2573 opposite side of wall. Medical Gas Alarm Panel on North wall to be relocated to within the Replacement O.R. Room # 2578 opposite side of wall. Medical Gas Alarm Panel on East wall to be relocated to within the New O.R. Room # 2582 South wall (West end of wall).
- .10 Add a 15A, 120V connection (provide a normal power circuit - max. 3 single doors, 2 double doors per circuit) and push plates c/w conduit for auto door operators at the following locations:
 - Corridor #2545 (at sliding doors to stretcher rooms)
 - Corridor #2249 (to Corridor #2545)
 - Room #2555 and 2538A (sliding doors).

2.41 **Electrical Drawing No. E422 - Second Floor Power Layout Block A - B North (Drawing not re-issued):**

- .1 Provide new weather proof power direct connection for heat tracing of storm drain located at West canopy area, as shown on attached Sketch SK-E422-1.
- .2 Refer to Staffing Clerk Rm # 2160; circuit receptacle mounted on the South wall to circuit # 4B7-40.
- .3 Refer to Patient Rm #2G412; circuit clock receptacle to circuit # 7B5-51 and adjacent receptacle to circuit # 7B5-53.
- .4 Refer to Hall # 2163; circuit receptacle on West wall to circuit # 4B7-30.
- .5 Refer to Soil Room # 2G389; revise equipment notation for power direct connection from "Flusher/Disinfector" to "Vernicare/Vortex" and revise circuit on 7B5-31 to 7B5-23.
- .6 Refer to Soiled Room # 2G782; revise circuit 7B4-32 breaker for Vernicare /Vortex unit from 15A, 120V, 1P to 20A, 120V, 1P.

- .7 Refer to Hub Room # 2254; revise power layout as shown on attached Sketch SK-E422-2 and add a 15A, 120V, 1PH direct connection for Leakage Detection System on emergency power, circuited to a 15A, 120V GFI circuit in nearest emergency panel (assume a distance of 46 meters).
- .8 Add a 15A, 120V connection (provide a normal power circuit - max. 3 single doors, 2 double doors per circuit) and push plates c/w conduit for auto door operators at the following locations:
 - Vestibule #2121 (at doors to Corridor #2130)
- .9 In Vestibule #2205, add a 15A, 120V connection for each door (Total of 4). Provide a dedicated normal power circuit. Provide a push plate c/w conduit on the east side of the vestibule to open the north side doors in sync (in each set of double doors) and a push plate on the west side of the vestibule to open the south doors in sync (in each set of double doors).

2.42 Electrical Drawing No. E423 - Second Floor Power Layout Block B-C North (Drawing not re-issued);

- .1 Refer to ST WR # 2G093A; add twist lock receptacle mounted in ceiling space for Emergency Shower, circuited on 6EB11-29 GFI breaker.
- .2 Add (1) clock receptacle mounted at 510mm below finished ceiling on the North wall of INV 1 Rm #2G108, INV 2 Rm #2G110 and Mammo Rm #2G112, circuited on 6B10-23.
- .3 Add (1) clock receptacle mounted at 510mm below finished ceiling on the North wall of U/S 3 Rm #2G119, circuited on 6B10-21.
- .4 Add (1) clock receptacle mounted at 510mm below finished ceiling on the South of U/S 1 Rm #2G115, U/S 2 Rm #2G117, U/S 4 Rm #2G121 and U/S 5 Rm #2G123, circuited on 6B10-21.
- .5 Add (1) clock receptacle mounted at 510mm below finished ceiling on the North wall of Mammo Rm #2G111, circuited on 6B10-23.
- .6 Add (1) clock receptacle mounted at 510mm below finished ceiling on the North wall of Probe Rm # 2G093 and Scan 4 Rm #2G091, circuited on 6B11-23.
- .7 Add (1) clock receptacle mounted at 510mm below finished ceiling on the South wall of Scan 3 Rm #2G089, circuited on 6B11-23.
- .8 Add (1) clock receptacle mounted at 510mm below finished ceiling on the West wall of Inject 1 RM #2G076 and Inject 2 Rm #2G078, circuited on 6B11-23.
- .9 Add (1) clock receptacle mounted at 510mm below finished ceiling on the East wall of Scan 2 Rm #2G095, circuited on 6B11-41.
- .10 Add (1) clock receptacle mounted at 510mm below finished ceiling on the West wall of Scan 1 Rm #2G097, circuited on 6B11-39.
- .11 Refer to Soiled Room # 2G102A; add power direct connection and control switch for Vernicare/Vortex unit North wall (East end) circuited to 6B10-19, 20A, 120V, 1P GFI breaker.
- .12 Refer to Hub Room # 2751; add a 15A, 120V, 1PH direct connection for Leakage Detection System on emergency power, circuited to GFI circuit # LR-2-1EB5-23.
- .13 Refer to Corridor # 2G046-4; relocate two Medical Gas Alarm Panel direct connections from current South wall location into Control Room # 2G095A North wall, one at each end of wall.
- .14 Refer to Corridor # 2G057-1; relocate two Medical Gas Alarm Panel direct connections from current East wall location of Corridor, one into Control Room # 2G197-1 East wall and the second to be relocated to Control Room # 2G195-1 East wall.
- .15 Add a 15A, 120V connection (provide a normal power circuit - max. 3 single doors, 2 double doors per circuit) and push plates for auto door operators at the following locations:
 - Entry #2G046-1

- Corridor #2G046-3 (at doors to Corridor #2750)
 - Corridor #2G033-1 (at doors to Corridor #2750)
 - Room #2G115 (sliding doors)
 - Room #2G117 (sliding doors)
 - Room #2G119 (sliding doors)
 - Room #2G121 (sliding doors)
 - Room #2G108 (sliding doors)
 - Room #2G110 (sliding doors)
 - Corridor #2G056-2 (at doors to Corridor #2750)
- .16 Add a 15A, 120V connection (provide a normal power circuit - max. 3 single doors, 2 double doors per circuit) for auto door operators at the following locations:
- Corridor #2G033-1 (door to exterior).

2.43 Electrical Drawing No. E424 - Second Floor Power Layout Block D-E (Drawing not re-issued):

- .1 Refer to DECONTAM Room # 2G557; add twist lock receptacles (3 total) mounted in ceiling space for Emergency Showers, circuited on 6EB8-49 GFI breaker, as shown on Sketch SK-E-424-1.
- .2 Add (1) clock receptacle mounted at 510mm below finished ceiling on the North wall of Bay 3 Rm #2G769, circuited on 7B4-47.
- .3 Add (1) clock receptacle mounted at 510mm below finished ceiling on the South wall of Bay 1 Rm #2G765 and Bay 2 Rm #2G767, circuited on 7B4-47.
- .4 Add (1) clock receptacle mounted at 510mm below finished ceiling on the East wall of Bay 4 Rm #2G773, Bay6 Rm #2G777 and Bay 8 Rm #2G781, circuited on 7B4-49.
- .5 Add (1) clock receptacle mounted at 510mm below finished ceiling on the West wall of Bay 5 Rm #2G775, Bay 7 Rm #2G779, circuited on 7B4-49.
- .6 Refer to Reception # 2G830; circuit desk mounted receptacle on South side to circuit # 7EB2-41.
- .7 Refer to Exam Room 1 # 2G609; add wall mounted receptacle on West wall (south end) and circuited to 6B7-22.
- .8 Refer to Soiled Room # 2G828; revise circuit 7B3-22 breaker for Vernicare /Vortex unit from 15A, 120V, 1P to 20A, 120V, 1P.
- .9 Refer to new Shaft (at/ near grids 'F-17'): add new receptacle (circuited on emergency circuit) and new Starters/ Splitter for new "Stair Pressurization Fans" as shown on attached Sketch SK-E424-2.
- .10 Refer to Security Room #2G619 and add, in the ceiling space, a junction box with three spare 15 amp, 1 pole emergency power circuits for future services and fed from LR-'2-6EB8'.
- .11 Refer to Hub Room # 2G688; add a 15A, 120V, 1PH direct connection for Leakage Detection System on emergency power, circuited to GFI circuit # LR-2-7EB1-46.
- .12 Add a 15A, 120V connection (provide a normal power circuit - max. 3 single doors, 2 double doors per circuit) and push plates for auto door operators at the following locations:
 - Vestibule #2G757-2 (both sets of double doors)
 - Vestibule #2G757-1 (both sets of double doors)
 - Room #2G829 (sliding doors)
 - Room #2G829 (sliding doors)
 - Room #2G811 (sliding doors)
 - Room #2G813 (sliding doors)
 - Room #2G815 (sliding doors)
 - Room #2G817 (sliding doors)
 - Room #2G819 (sliding doors)
 - Room #2G821 (sliding doors)
 - Corridor #2G589-2 (doors to Trauma)

2.44 Electrical Drawing No. E425 - Second Floor Power Layout Block E - F (Drawing not re-issued):

- .1 Provide new power direct connection for irrigation system controller, located within the Ambulance Garage # 2G571-1, on North wall at grids T and 2 (exact location to be co-ordinated on site), circuited to LR-2-6B12-31. Provide new 15A, 120V, 1PH GFI breaker within panel.
- .2 Provide new power direct connection for irrigation system controller, located within Corridor 2G257-2, on East wall at grids GG and 2 (exact location to be co-ordinated on site), circuited to LR-2-6B15-50. Provide new 15A, 120V, 1PH GFI breaker within panel.
- .3 Add (1) clock receptacle mounted at 510mm below finished ceiling on the North wall of OBS/Hold Rm #2G469, circuited on 6B6-43.
- .4 Add (1) clock receptacle mounted at 510mm below finished ceiling on the South wall of OBS/Hold RM #2G470, circuited on 6B6-43.
- .5 Add (1) clock receptacle mounted at 510mm below finished ceiling on the West wall of OBS/Hold Rm #2G472, circuited on 6B6-43.
- .6 Add (1) clock receptacle mounted at 510mm below finished ceiling on the North wall of Bay 2 Rm #2G517, Bay 4 Rm #2G513, circuited on 6B9-37.
- .7 Add (1) clock receptacle mounted at 510mm below finished ceiling on the South wall of Bay 3 Rm #2G515, circuited on 6B9-37.
- .8 Add (1) clock receptacle mounted at 510mm below finished ceiling on the East wall of Bay 1 Rm #2G519, circuited on 6B9-37.
- .9 Add (1) clock receptacle mounted at 510mm below finished ceiling on the South wall of Rad 2 Rm #2G197, Rad 3 Rm #2G195, circuited on 6B13-19.
- .10 Add (1) clock receptacle mounted at 510mm below finished ceiling on the East wall of RAD 1 Rm #2G248, Fluoro 2 Rm # 2G240, circuited on 6B14-23.
- .11 Add (1) clock receptacle mounted at 510mm below finished ceiling on the West wall of Fluoro 1 Rm #2G244, circuited on 6B14-23.
- .12 Add (1) clock receptacle mounted at 510mm below finished ceiling on the North wall of CT 1 Rm2G243, CT 2 Rm #2G239, circuited on 6B3-16.
- .13 Add (1) clock receptacle mounted at 510mm below finished ceiling on the West wall of INT 1 Rm #2G267, INT 2 Rm #2G261 and INT 3 Rm # 2G259, circuited on 6B3-18.
- .14 Refer to Soiled Holding Room # 2G255: revise equipment notation for power direct connection from "Flusher/Disinfector" to "Vernicare/Vortex" on circuit 6B3-25. Add a switch to control the unit.
- .15 Refer to Soiled Room # 2G324: revise equipment notation for power direct connection from "Flusher/Disinfector" to "Vernicare/Vortex", on circuit 6B4-27. Add a switch to control the unit.
- .16 Refer to Soil Room # 2G270: revise equipment notation for power direct connection from "Flusher/Disinfector" to "Vernicare/Vortex", on circuit 6B15-3. Add a switch to control the unit.
- .17 Refer to Soil Room # 2G214; add power direct connection and control switch for Vernicare/Vortex unit South wall (East end) circuited to 6B2-23, 20A, 120V, 1P GFI breaker.
- .18 Refer to Soiled Room # 2G489; revise circuit 6B9-18 breaker for Vernicare /Vortex unit from 15A, 120V, 1P to 20A, 120V, 1P.
- .19 Refer to Soiled Room # 2G489; revise circuit 6B5-10 breaker for Vernicare /Vortex unit from 15A, 120V, 1P to 20A, 120V, 1P GFI breaker.

- .20 Refer to Tech Room # 2G241A; add power direct connection for electronic faucet on GFI circuit 6B3-26 to North wall adjacent column. Relocate Warming Cabinet receptacle to North wall on East side of column.
- .21 Refer to Control Room # 2G248-1; add power direct connection for electronic faucet on GFI circuit 6B4-44 to North wall adjacent door entry.
- .22 Refer to Control Room # 2G351; add power direct connection on middle of West wall for electronic faucet on GFI circuit 6B15-52. Relocate adjacent receptacle further South on same wall.
- .23 Refer to Control Room # 2G347; add power direct connection on West wall (South end) for electronic faucet on GFI circuit 6B15-52. Relocate adjacent receptacle to South wall.
- .24 Refer to Corridor # 2G268-1 (grids BB & 3); add power direct connection on South wall for electronic faucet on GFI circuit # 6B15-52.
- .25 Refer to Corridor # 2G257-2 (grids GG & 3); add power direct connection on West wall for electronic faucet on GFI circuit # 6B15-54.
- .26 Refer to Corridor # 2G257-2 (grids GG & 6); add power direct connection on West wall (South of door entry to INT 2 Rm# 2G261) for electronic faucet on GFI circuit # 6B15-54.
- .27 Refer to Hub Room # 2G499; add a 15A, 120V, 1PH direct connection for Leakage Detection System on emergency power, circuited to GFI circuit # LR-2-6EB8-53.
- .28 Refer to Hub Room # 2G208; add a 15A, 120V, 1PH direct connection for Leakage Detection System on emergency power, circuited to GFI circuit # LR-2-6EB5- 54.
- .29 Refer to Corridor # 2G237-3 and Corridor # 2G237-1; relocate three Medical Gas Alarm Panel direct connections from current East wall location directly East to Corridor # 2G257-2, East wall behind each of the INT Room # 2G267, 2G261 and 2G259 control areas.
- .30 Refer to Corridor # 2G268-1; relocate two Medical Gas Alarm Panel direct connections from current North wall location of Corridor; one to Control Room # 2G351 West wall (middle) and the second to Control Room # 2G347 West wall (South end).
- .31 Refer to Corridor # 2G011-2; relocate two Medical Gas Alarm Panel direct connections from current North wall location of Corridor, into Control Room # 2G241 South wall, one on each side of entry door.
- .32 Add a 15A, 120V connection (provide a normal power circuit - max. 3 single doors, 2 double doors per circuit) and push plates for auto door operators at the following locations:
 - Corridor #2G060-1 (at doors adjacent Room #2G055)
 - Corridor #2G060-1 (at doors adjacent Room #2G074)
 - Corridor #2G152-1 (at doors adjacent Room #2G223)
 - Corridor #2G152-1 (at doors adjacent Room #2G160)
 - Corridor #2G0112-2 (at doors adjacent Room #2G248-1)
 - Corridor #2G268-1 (at doors adjacent Room #2G3493)
 - Corridor #2G268-1 (at doors adjacent Room #2G345)
 - Room #2G260-7
 - Room #2G267

2.45 Electrical Drawing No. E426 - Second Floor Power Layout Block F-G (Drawing not re-issued):

- .1 Add (2) clock receptacles mounted at 510mm below finished ceiling on the West wall of Spec Collect Rm #2C094, circuited on 5B14-19.
- .2 Add (1) clock receptacle mounted at 510mm below finished ceiling on the East wall of Special Procedures Rm #2C106, circuited on 5B4-21.
- .3 Add (1) clock receptacle mounted at 510mm below finished ceiling on the North wall of Exam Rm #2C129 and Exam Rm #2C131, circuited on 5B3-20.

- .4 Add (1) clock receptacle mounted at 510mm below finished ceiling on the West wall of Exam Rm #2C130, Exam Rm #2C132 and Exam Rm #2C134, circuited on 5B3-20.
- .5 Add (1) clock receptacle mounted at 510mm below finished ceiling on the East wall of Exam Rm#2C152 and Exam Rm #2C150, circuited on 5B3-18.
- .6 Add (1) clock receptacle mounted at 510mm below finished ceiling on the North wall of Exam Rm #2C155, Exam Rm #2C153 and Exam Rm #2C151, circuited on 5B3-18.
- .7 Add (1) clock receptacle mounted at 510mm below finished ceiling on the South wall of Exam Rm #2C112, Exam Rm #2C114, Exam Rm #2C116 and Exam Rm # 2C118, circuited on 5B4-23.
- .8 Add (1) clock receptacle mounted at 510mm below finished ceiling on the West wall of Exam Rm #2C103, Exam Rm #2C101 and Exam Rm #2C099, circuited on 5B4-25.
- .9 Add (1) clock receptacle mounted at 510mm below finished ceiling on the East wall of Exam Rm #2C111, Exam Rm #2C113 and Exam Rm #2C115, circuited on 5B4-25.
- .10 Add weather proof power direct connection for CCTV Camera as shown on attached Sketch SK-E426-1.
- .11 Refer to Soiled Utility Room # 2C136: delete power direct connection for Flusher/Disinfector on circuit 5B3-26/28. Breaker to be revised from "20A, 208V, 1PH" to one "15A, 1P" and one "GFI 20A,1P" 120V, 1PH breakers. Add power direct connection and control switch for Vernicare/Vortex unit South wall circuited to 5B3-28, utilizing the GFI breaker
- .12 Refer to Soiled Utility Room # 2C105: delete power direct connection for Flusher/Disinfector on circuit 5B4-14/16. Breaker to be revised from "20A, 208V, 1PH" to one "15A, 1P" and one "GFI 20A,1P" 120V, 1PH breakers. Add power direct connection and control switch for Vernicare/Vortex unit North wall circuited to 5B4-16, utilizing the GFI breaker.
- .13 Refer to Lobby 2G000-2 main entrance revolving door; revise noted power direct connection and disconnect switch. Circuit # 6EB4-43/45/47 to be revised to 6EB4-43/45, disconnect switch to be revised to a 30A/20AF, 208V, 1PH disconnect switch. Circuit # 47 to remain as a spare breaker in panel.
- .14 Refer to Housekeeping Room # 2G005; locate revolving control box within room on South wall at high level and interconnect with revolving door with a 50mm empty conduit back to this room.
- .15 Refer to Hub Room # 2G289; add a 15A, 120V, 1PH direct connection for Leakage Detection System on emergency power, circuited to GFI circuit # LR-2-6EB1-16.
- .16 Refer to it Closet # 2C162; add a 15A, 120V, 1PH direct connection for Leakage Detection System on emergency power, circuited to GFI circuit # LR-2-5EB2-30.
- .17 Add a 15A, 120V connection (provide a normal power circuit - max. 3 single doors, 2 double doors per circuit) for auto door operators at the following locations:
 - Vestibule #2G000-1 (at door to exterior and at single door adjacent revolving door)

2.46 **Electrical Drawing No. E433 - Third Floor Power Layout Block B-C North (Drawing not re-issued):**

- .1 Add (1) clock receptacle mounted at 510mm below finished ceiling on the South wall of Bedroom # 3514, and on North wall Bedroom # 3758. Receptacles to be connected to existing normal circuit in nearest normal power panel.
- .2 Add to each of the following existing Hub Rooms #3401, #3560 and #3700, a 15A, 120V, 1PH direct connection for Leakage Detection System on emergency power, circuited to a 15A, 120V GFI circuit in nearest emergency panel (assume a distance of 46 meters each one).
- .3 Add a 15A, 120V connection (provide a normal power circuit - max. 3 single doors, 2 double doors per circuit) and push plates for auto door operators at the following locations:
 - Corridor #3513 (at doors adjacent Room #3515)
 - Corridor #3739 (at doors adjacent Room #3731)

2.47 Electrical Drawing No. E434 - Third Floor Power Layout Block D-E (Drawing not re-issued):

- .1 Refer to Soiled Room # 3G549: revise equipment notation for power direct connection from "Flusher/Disinfector" to "Vernicare/Vortex", add a switch to control unit and breaker to be revised from "20A, 208V, 1PH" to one "15A, 120V, 1P and one GFI 20A, 120V, 1P" breakers. Circuit unit to 7B4-40 utilizing the GFI breaker.
- .2 Refer to Soiled Room # 3G533: revise equipment notation for power direct connection from "Flusher/Disinfector" to "Vernicare/Vortex", add a switch to control unit and breaker to be revised from "20A, 208V, 1PH" to one "15A, 120V, 1P and one GFI 20A, 120V, 1P" breakers. Circuit unit to 7B4-58 utilizing the GFI breaker.
- .3 Refer to Hub Room # 3G513; add a 15A, 120V, 1PH direct connection for Leakage Detection System on emergency power, circuited to GFI circuit # LR-3-7EB3-18.

2.48 Electrical Drawing No. E435 - Third Floor Power Layout Block E-F (Drawing not re-issued):

- .1 Refer to Soiled Utility Room # 3G141: revise equipment notation for power direct connection from "Flusher/Disinfector" to "Vernicare/Vortex", add a switch to control unit and breaker to be revised from "20A, 208V, 1PH" to one "15A, 120V, 1P and one GFI 20A, 120V, 1P" breakers. Circuit unit to 6B4-40 utilizing the GFI breaker..
- .2 Refer to Soiled Utility Room # 3G127: revise equipment notation for power direct connection from "Flusher/Disinfector" to "Vernicare/Vortex", add a switch to control unit and breaker to be revised from "20A, 208V, 1PH" to one "15A, 120V, 1P and one GFI 20A, 120V, 1P" breakers. Circuit unit to 6B4-58 utilizing the GFI breaker.
- .3 Refer to PCU Conference Room # 3G106; add ceiling mounted receptacle for ceiling mounted Projector circuited to 6B5-36. Exact location to be coordinated with architectural drawings.
- .4 Refer to Hub Room # 3G307; add a 15A, 120V, 1PH direct connection for Leakage Detection System on emergency power, circuited to GFI circuit # LR-3-6EB4-45.
- .5 Refer to Hub Room # 3G111; add a 15A, 120V, 1PH direct connection for Leakage Detection System on emergency power, circuited to GFI circuit # LR-3-6EB3-18.

2.49 Electrical Drawing No. E436 - Third Floor Power Layout Block F-G (Drawing not re-issued):

- .1 Refer to PHARM ANTERM # 3C014A; add twist lock receptacle mounted in ceiling space for Emergency Shower, circuited on 5EB4-33 GFI breaker.
- .2 Refer to WC # 3C035; circuit House Keeping receptacle on North wall to circuit # 5B4-48.
- .3 Refer to Soiled Room # 3C021: delete power direct connection for Flusher/Disinfector on circuit 5B1-34/36. Breaker to be revised from "20A, 208V, 1P" to two "15A, 120V, 1PH breakers.
- .4 Refer to Hub Room # 3C083; add a 15A, 120V, 1PH direct connection for Leakage Detection System on emergency power, circuited to GFI circuit # LR-3-5EB21-51.

2.50 Electrical Drawing No. E444 - Fourth Floor Power Layout Block D-E (Drawing not re-issued):

- .1 Refer to Hub Room # 4G513; add a 15A, 120V, 1PH direct connection for Leakage Detection System on emergency power, circuited to GFI circuit # LR-4-7EB1-43.
- .2 Add to each of the following existing Hub Rooms #4126, #4410, #4572 and #4700, a 15A, 120V, 1PH direct connection for Leakage Detection System on emergency power, circuited to a 15A, 120V GFI circuit in nearest emergency panel (assume a distance of 46 meters each one).
- .3 Add a 15A, 120V connection (provide a normal power circuit - max. 3 single doors, 2 double doors per circuit) and push plates for auto door operators at the following locations:

- Corridor #4G502-1 (at doors adjacent Stair #ST1-4).

2.51 Electrical Drawing No. E445 - Fourth Floor Power Layout Block E-F (Drawing not re-issued):

- .1 Refer to Soiled Utility Room # 4C141: revise equipment notation for power direct connection from "Flusher/Disinfecter" to "Vernicare/Vortex", add a switch to control unit and breaker to be revised from "20A, 208V, 1PH" to one "15A, 120V, 1P and one GFI 20A, 120V, 1P" breakers. Circuit unit to 6B4-40 utilizing the GFI breaker..
- .2 Refer to Soiled Utility Room # 4G127: revise equipment notation for power direct connection from "Flusher/Disinfecter" to "Vernicare/Vortex", add a switch to control unit and breaker to be revised from "20A, 208V, 1PH" to one "15A, 120V, 1P and one GFI 20A, 120V, 1P" breakers. Circuit unit to 6B4-58 utilizing the GFI breaker.
- .3 Refer to Soiled Room # 4G411; revise circuit to Vernicare unit from "7B2-37" 15A, 120V, 1P to GFI 20A, 120V, 1P circuit 7B2-23.
- .4 Refer to PCU Conference Room # 4G106; add ceiling mounted receptacle for ceiling mounted Projector circuited to 6B5-36. Exact location to be coordinated with architectural drawings.
- .5 Refer to Hub Room # 4G307; add a 15A, 120V, 1PH direct connection for Leakage Detection System on emergency power, circuited to GFI circuit # LR-4-6EB4-36.
- .6 Refer to Hub Room # 4G111; add a 15A, 120V, 1PH direct connection for Leakage Detection System on emergency power, circuited to GFI circuit # LR-4-6EB2-33.
- .7 Refer to Clerk # 4G391-2; revise power layout as shown on attached Sketch SK-E445-1.
- .8 Add a 15A, 120V connection (provide a normal power circuit - max. 3 single doors, 2 double doors per circuit) and push plates for auto door operators at the following locations:
 - Corridor #4G102-1 (at doors adjacent Stair #ST4-4)
 - Corridor #4G370-1 (at doors adjacent Room #4G369)
 - Room #4G390 (at door #4G390)
 - Room #4G419 (sliding door)
 - Room #4G421 (sliding door)
 - Room #4G425 (sliding door)
 - Room #4G429 (sliding door)
 - Room #4G420 (sliding door)
 - Room #4G422 (sliding door)
 - Room #4G426 (sliding door)

2.52 Electrical Drawing No. E446 - Fourth Floor Power Layout Block F-G (Drawing not re-issued):

- .1 Add a 15A, 120V connection (provide a normal power circuit - max. 3 single doors, 2 double doors per circuit) and push plates for auto door operators at the following locations:
 - Corridor #4G123-1 (at doors adjacent Room #4G169A)

2.53 Electrical Drawing No. E514 - First Floor Systems Layout Block D - E (Drawing not re-issued):

- .1 Refer to Stair #ST1-1 (existing Stair #1): add a dedicated double voltage relay in the Stair connected to the Fire Alarm System and to the "motorized damper" (Note damper is actually located at the top of the Stair on Level 2 but signal should come from Level 1). Note damper is activated to open on signal from Fire Alarm as described in Specification.
- .2 Refer to new Stairs #1G-S & #1G-T, add, in each Stair, two dedicated double voltage relays connected to the Fire Alarm System and one to activate the electric door operator and one to activate the "motorized damper" (Note damper is actually located at the top of the Stair on Level 2 but signal should come from Level 1). Note:
 - door is to open and remain open and damper is activated to open on signal from Fire Alarm as described in Specification.
 - signal to the door at Stair #1G-S & #1G-T must bypass the door alarm/ access control on these doors.

2.54 **Electrical Drawing No. E515 - First Floor Systems Layout Block F - G (Drawing not re-issued):**

- .1 Add, in each of the four Control Rooms #1C221A, #1C227A, #1C233A & #1C239A, one Smoke Detector and one combined EVAC Speaker/ Strobe Light. Note also that the Nurse Call Dome Lights must be located so as to be visible to the Control Room. Refer to attached Sketch SK-E515-1.
- .2 Add, in each of the four Modulator Rooms #1C221C, #1C227C, #1C233C & #1C239C, one combined EVAC Speaker/ Strobe Light. Refer to attached Sketch SK-E515-1.
- .3 Add, in each of the four Modulator Rooms #1C221C, #1C227C, #1C233C & #1C239C, two Smoke Detectors, one in each of the two in-room raised floor spaces and each complete with a labeled remote alarm lamp located in the Modulator Room ceiling. Refer to attached Sketch SK-E515-1.
- .4 Add, in each of the four Modulator Rooms #1C221C, #1C227C, #1C233C & #1C239C, two raised floor grounding systems as shown on attached Drawing SK-E515-1
- .5 Add, running from the south-west corner of each of the four Modulator Rooms #1C221C, #1C227C, #1C233C & #1C239C, to the on-floor "Hub Room" #1C143. 2 @ 50mm empty conduits. Conduits are to turn down on the wall in the Modulator Room to a height 1800mm above floor, are to be terminated in nylon bushings and to be labeled as specified. Refer to attached Sketch SK-E515-1.
- .6 Add, running from the north-east corner of each of the four Comms Rooms in each Treatment Bunker #1C221, #1C227, #1C233 & #1C239 (these are the Rooms where the LR-'CC-TB1A' etc Panels are shown), to the on-floor "Hub Room" #1C143. One @ 50mm empty conduit. Conduits are to turn down on the wall in the Comm Room to a height 1800mm above floor, are to be terminated in nylon bushings and to be labeled as specified. Refer to attached Sketch SK-E515-1.
- .7 Contractor to provide a " Separate Price " for Treatment Room # 1C239, to delete the fit up of the space as shown on attached Sketch SK-E515-2.
- .8 Add Cardiac Arrest Buttons, one in each of Rooms #1C103, #1C108, #1C146 & #1C187.
- .9 Add new systems notes # 6 and # 7 related to the Modulator Rooms # 1G221C, 1G227C, 1G233C and 1C239C as shown on attached Sketch SK-E515-1.

2.55 **Electrical Drawing No. E520 - Second Floor Systems Layout Block A - B South (Drawing not re-issued):**

- .1 Add a new Drawing Note reading:
"The construction in the revised/ renovated Lab is heavily phased with six phases. The Contractors attention is drawn to this so that it is clearly understood that there will be the need, for the Lab area, of a specific Electrical Lab Phasing Plan based on the overall Project Phasing Plan. It also needs to be noted that there is every probability that various temporary systems will be required for the staged/ phased construction/ renovations and that these temporary services must be included as required."
- .2 At doors to Lab Corridor #2458, add 2 magnetic door locks c/w door contacts, 2 proximity card readers, 2 fire alarm dual contact pull stations, and a remote release switch at Reception 2460 (refer to detail C, dwg. E606). Also, add a wall mounted intercom at entrance and a desk mounted intercom at Reception 2460.
- .3 Add an electric strike, door contact and 2 proximity card readers (refer to detail E2, dwg. E606) at the following locations:
 - at doors in Vest. #2440 to Lab #2439
 - at doors to Lab Corridor #2455A
 - at Corridor #2308A (doors to Corridor #2319)
 - at Vestibule #2301A (door to Room #2301)
- .4 At doors in Vest. #2443 to Lab #2446, add an electric strike, door contact, 2 proximity card readers and a remote release switch at Reception Control (refer to detail E, dwg. E606).
- .5 At doors from Day Surgery to Corridor #2308, add 2 magnetic door locks c/w door contacts, 2 proximity card readers and 2 dual contact fire alarm pull stations (refer to detail C1, dwg. E606).

- .6 Add a "Entry Chime System" for the new Lab consisting of a labelled push button at the entry to Entry Vestibule #2443 and a minimum of ceiling mounted chimes as follows:
 - five in the open Haematology/ Biochemistry Lab area (Rooms #2441, #2442),
 - two in Microbiology (Rooms #2437)
 - two in Histology/ Cytology (Room #2447)
 - four in Corridor #2453 and one in Corridor #2453E
 - one in Staff Room #2453D
 - one in Cytology Room #2447N
 - one in Support Room #2447C
 - one in Decontam Room #2454Tjhe Control Components, transformers, etc should be installed in a labeled box in the ceiling space of Room #2443.

2.56 **Electrical Drawing No. E521 - Second Floor Systems Layout Block B - C South (Drawing not re-issued):**

- .1 Revise systems layout of PACS Clean Supplies/Equipment Room # 2562 and Nitro Store Room # 2563, as shown on attached Sketch SK-E521-1.
- .2 Refer to Stretcher # 2545a and Stretcher # 2545B; the service strip type to read "SS1".
- .3 Add Cardiac Arrest Button in Room #2541 (OR Control Centre)
- .4 Add a new Drawing Note reading:
"The construction in the revised/ renovated Surgical Suite is heavily phased with up to six phases. The Contractors attention is drawn to this so that it is clearly understood that there will be the need, for the Surgical Suite area, of a specific Electrical Surgical Suite Phasing Plan based on the overall Project Phasing Plan. It also needs to be noted that there is every probability that various temporary systems will be required for the staged/ phased construction/ renovations and that these temporary services must be included as required."
- .5 At doors in Corridor #2517 to Corridor #2529, add an electric strike, door contact and 2 proximity card readers (refer to detail E2, dwg. E606).
- .6 At doors in Corridor #2545 to Corridor #2249, add 2 magnetic door locks c/w door contacts, 2 proximity card readers and a fire alarm dual contact pull station (refer to detail B, dwg. E606).

2.57 **Electrical Drawing No. E522 - Second Floor Systems Layout Block A - B North (Drawing not re-issued):**

- .1 Add Cardiac Arrest Button in Room #2G381-1 (Nurses Station).
- .2 At doors in Corridor #2G360-3 (adjacent Room #2G407) and Corridor #2G360-1 (adjacent Room #2G370), add 2 magnetic door locks c/w door contacts, a proximity card reader and a fire alarm dual contact pull station (refer to detail B3, dwg. E606).
- .3 At doors in Corridor #2183 (adjacent Room #2160), add 2 magnetic door locks c/w door contacts, 2 proximity card readers and 2 fire alarm dual contact pull station (refer to detail C1, dwg. E606).
- .4 In Room #2115, run a 3" conduit to corridor wireway system for CCTV cables to new Security Room #2G610.

2.58 **Electrical Drawing No. E523 - Second Floor Systems Layout Block B - C North (Drawing not re-issued):**

- .1 Add Cardiac Arrest Buttons in each of Rooms #2G111, #2G112 & #2G113 (Nurses Station).
- .2 At doors in Entry #2576B, Entry #2G056-1, Entry #2G046-1, new Hub Room in Room #2575 and Hub Room #2571 add an electric strike, door contact and 2 proximity card readers (refer to detail E2, dwg. E606).

2.59 Electrical Drawing No. E524 - Second Floor Systems Layout Block D - E (Drawing not re-issued):

- .1 Refer to new Shaft (at/ near grids 'F-17'): add new double voltage relay connected to the Fire Alarm System and to Starters for "Stair Pressurization Fans" (see Drawing E-424) to automatically start these Fans in the event of a Fire Alarm.
- .2 Add Cardiac Arrest Buttons in each of Rooms #2G448 (Nurses Station), #2G602 (Interview cubical), #2G604 (Interview cubical), #2G606 (Interview cubical), #2G608 (Interview cubical), #2G610 (Security), #2G748, #2G749, #2G752, #2G753, #2G755, #2G759, #2G765, #2G767, #2G769, #2G773, #2G775, #2G776 (Nurses Station), #2G777, #2G779, #2G781, #2G811, #2G812, #2G815, #2G816-1 (Nurses Station), #2G817, #2G819, #2G821, #2G827 & #2G829.
- .3 At Vestibules #2G757-2, 2G751-1 and 2G809-1, add a magnetic door holder on each door (total of 12).
- .4 In Corridor #2G589-2 (adjacent Room 2G507), add 2 magnetic door holders.
- .5 At doors in Corridor #2G650-1 (adjacent Rooms #2G700 and 2G461), add 2 magnetic door locks c/w door contacts, 2 proximity card readers and 2 fire alarm dual contact pull station (refer to detail C1, dwg. E606).
- .6 At doors in Corridor #2G650-1 (adjacent Room #2G731), add 2 magnetic door locks c/w door contacts, 2 proximity card readers and a fire alarm dual contact pull station (refer to detail B, dwg. E606). Also, add 2 magnetic door holders.
- .7 In Room #2G610, run a 3" conduit to corridor wireway system for CCTV cables to new Security Room #2115.

2.60 Electrical Drawing No. E525 - Second Floor Systems Layout Block E - F (Drawing not re-issued):

- .1 Add Cardiac Arrest Buttons in each of Rooms #2G331-1 (Nurses Station), #2G467, #2G486, #2G488, #2G490, #2G510 (Nurses Station), #2G513, #2G515, #2G517, #2G519, #2G521 & #2G534.
- .2 Refer to Read/Report Room # 2G272, revise label for Pre-Action Sprinkler Cabinet and add new Pre-Action Sprinkler Cabinet in Corridor # 2G237-3, as shown on attached Sketch SK-E525-3.
- .3 At doors in Corridor #2G443-1 (adjacent Room #2G461 and 2G357C), add an electric strike, a proximity card reader and a door contact (refer to detail E2, dwg. E606).
- .4 Add 2 magnetic door locks c/w door contacts, 2 proximity card readers and 2 fire alarm dual contact pull stations (refer to detail C1, dwg. E606) at the following doors:
 - at doors in Corridor #2G152-1 (adjacent Room #2G223)
 - at doors in Corridor #2G011-2 (adjacent Room #2G248-1 and #2G160)
 - at doors in Corridor #2G064-1 (adjacent Room #2G357A)
 - at doors in Corridor #2G268-1 (adjacent Room #2G272)
- .5 At doors in Room #2G260-7, add an electric strike, door contact and a proximity card reader (refer to detail E2, dwg. E606).
- .6 In Corridor #2G268-1 (adjacent Room #2G349), add 2 magnetic door locks c/w door contacts, a proximity card reader and a fire alarm dual contact pull station (refer to detail B3, dwg. E606).
- .7 In Corridor #2G260-3 (adjacent Room #2G334), add 2 magnetic door locks c/w door contacts, a proximity card reader and a fire alarm dual contact pull station (refer to detail B3, dwg. E606). Also, add 2 magnetic door holders.
- .8 Refer to Stair # 2G-R; new Flow Switch # FS # L2/38 and Supervised Valve 3 SV # L2/38 contacts to be picked up by Fire Alarm System.

2.61 Electrical Drawing No. E526 - Second Floor Systems Layout Block F - G (Drawing not re-issued):

- .1 On Landscape Deck (at door #2C043), add a combination fire alarm horn/strobe speaker.

2.62 **Electrical Drawing No. E533 - Third Floor Systems Layout Block B - C North (Drawing not re-issued):**

- .1 At doors in Corridor #3513 (adjacent Room 3515) and Corridor #3705 (adjacent Room #3782A), add 2 magnetic door locks c/w door contacts, 2 proximity card readers and 2 fire alarm dual contact pull stations (refer to detail C1, dwg. E606). Also, add a magnetic door holder for each door.
- .2 In Corridor #3724 (adjacent Room #3727), add 2 magnetic door locks c/w door contacts, a proximity card reader and a fire alarm dual contact pull station (refer to detail B3, dwg. E606).
- .3 In Corridor #3739 (adjacent Stair #ST4-3), add 2 magnetic door holders.

2.63 **Electrical Drawing No. E534 - Third Floor Systems Layout Block D - E (Drawing not re-issued):**

- .1 Refer to Equipment room # 3G555; delete the 120/208V, 3PH normal and emergency panel designations within this room.
- .2 Add Cardiac Arrest Button in Room #3G530 (Nurses Station).
- .3 At double doors in Corridor #3100 (adjacent Stair #ST1-3), add 2 magnetic door holders.
- .4 At doors in Corridor #3G502-1 (to Balcony), add an electric strike, door contact and a proximity card reader (refer to detail E2, dwg. E606).
- .5 At double doors 3G300, 3G500A and 3G503, add magnetic door holders at each door (6 Total).
- .6 At door #3G300D, add a door contact (refer to detail A1, dwg. E606).

2.64 **Electrical Drawing No. E535 - Third Floor Systems Layout Block E - F (Drawing not re-issued):**

- .1 At double doors 3G100, 3G101, 3G101A, 3G107, 3G107A, 3G102, 3G100A and 3G300A, add magnetic door holders at each door (16 Total).

2.65 **Electrical Drawing No. E536 - Third Floor Systems Layout Block F - G (Drawing not re-issued):**

- .1 Add Cardiac Arrest Button in Room #3C024, #3C026, #3C031 (Nurses Station) & #3C047 (Nurses Station).

2.66 **Electrical Drawing No. E544 - Fourth Floor Systems Layout Block D - E (Drawing not re-issued):**

- .1 At doors in Corridor #4318, add 2 magnetic door locks c/w door contacts, 2 proximity card readers, 2 fire alarm dual contact pull stations, and a remote release switch at Nurse's Station 4421 (refer to detail C, dwg. E606). Also, add a wall mounted intercom at entrance and a desk mounted intercom at Nurse's Station 4421.
- .2 At double doors #4100 (adjacent Stair #ST1-4), 4G300 and 4G502 add magnetic door holders at each door (6 Total).

2.67 **Electrical Drawing No. E545 - Fourth Floor Systems Layout Block E - F (Drawing not re-issued):**

- .1 Add Cardiac Arrest Button in Room #4G130 (Nurses Station) & #4G391-3 (Nurses Station).
- .2 At double doors #4G100, 4G100A, 4G101, 4G101A, 4G107, 4G107A, 4G300A, 4G370, 4G370-5 and 4730 add magnetic door holders at each door (20 Total).
- .3 At doors in Corridor #4G370-1 (adjacent Room #4G369, add 2 magnetic door locks c/w door contacts, 2 proximity card readers, a fire alarm dual contact pull station (refer to detail B, dwg. E606). Also, add 2 magnetic door holders.
- .4 Refer to Clerk # 4G391-2; relocate intercom device onto desk location.

2.68 Electrical Drawing No. E551 - Fifth Floor Systems Layout Block E-F (Drawing not re-issued):

- .1 In Detail 1/ 551 add a Note "For the connecting Link to the existing Penthouse, provide, in addition to what is shown on this plan, one additional Fire Alarm Horn Speaker/ Strobe Light".

2.69 Electrical Drawing No. E600 - Fire Alarm System Riser Diagram (Drawing not re-issued):

- .1 Add General Note regarding Fan Shut Down Signals as follows:
"The Fire Alarm provides signals to 'DVR's' for Fan Shutdown, Pressurization Fan Start as follows:
- at MCC #G1 & MCC #GE1: two signals required, one from being a Block 'D' first stage alarm and the second being a Hospital second stage alarm
 - at MCC #G2 & MCC #GE2: two signals required, one from being a Block 'E' first stage alarm and the second being a Hospital second stage alarm
 - at MCC #G3 & MCC #GE3: two signals required, one from being a Block 'F' first stage alarm and the second being a Hospital second stage alarm
 - at MCC #CC1 & MCC #CCE1: two signals required, one from being a Block 'G' first stage alarm and the second being a Hospital second stage alarm
 - at MCC #G4 & MCC #GE4: two signals required, one from being a Block 'G' first stage alarm and the second being a Hospital second stage alarm
 - at MCC #G5 & MCC #GE5: two signals required, one from being a Block 'F' first stage alarm and the second being a Hospital second stage alarm
 - Stairs #1G-S, #1G-T, #1G-U & #1G-Y: one only signal required being a Hospital second stage alarm (This signal not only starts the Pressurization Fan but also opens doors and activates motorized dampers (see Drawing E-514 & Drawing E-524)).
- .2 Revise Fire Alarm Riser Diagram to add emergency power direct connections for the Pre-Action Sprinkler Cabinets, revise label to MRI/INTERVENTION Pre-action Sprinkler Cabinet and add new Pre-Action Sprinkler Cabinet as shown on attached Sketch SK-E600-1.

2.70 Electrical Drawing No. E601 - Fire Alarm Schedule New - Sheet 1(Drawing not re-issued):

- .1 Refer to line item No. 62, 63, 64 and 65; revise descriptions from "DI MRI & INTERVENTION" to "DI MRI".
- .2 Add new Fire Alarm Zone # L2-37, "Level 2 - GEORGIAN EAST INTERVENTION", for new INTERVENTION Pre-Action Sprinkler Cabinet, as shown on attached Sketch SK-E601-1.
- .3 New Sprinkler Zone # L2/38 - FS #L2/38 and SV#L2/38 contacts to be included in the fire alarm schedule.

2.71 Electrical Drawing No. E606 - Security Door Details (Drawing not re-issued):

- .1 Refer to "Security Door Type 'E' detail; add door # 2254 to list of door numbers.

2.72 Electrical Drawing No. E607 - Security / Access Control System Riser Diagram and Details:

- .1 Revise riser diagram to include additional Level 2 Door # 2254 junction box and conduit connection.

2.73 Electrical Drawing No. E700 - Treatment Bunker Electrical Layout & Details (Drawing re-issued):

- .1 Provide additional electrical outlets and conduits as shown on attached re-issued drawing in whole.
- .2 Add Treatment Room Intercom System Wiring Schematic as shown.
- .3 Revise the Treatment Bunker - Floor Box And Major Conduit Layout detail # 1/E700, previously issued in Addendum # , SK-E700-1 and included in this re-issued drawing.
- .4 Revise the Treatment Bunker - Detailed Electrical Layout detail # 1/E700, previously issued in Addendum # , SK-E700-2 and included in this re-issued drawing.

- .5 Revise the drawing notes # 12, #29, #37 and #38 in previously issued in Addendum # , SK-E700-3 and included in this re-issued drawing.

2.74 Electrical Drawing No. E701 - Treatment Bunker Electrical Layout And Details (Drawing re-issued):

- .1 Revise, as shown:
- the Power and Control Wiring Diagram 1/ E701
 - the Doorless Entry System 2/ E701
 - the Treatment Bunker Local Patient CCTV & Monitoring System Schematic 3/ E701
 - the Notes.
- .2 Add new Detail 4/ E701 being Door Interlock System Control and Cable Collection Box.

2.75 Electrical Drawing No. E703 - Electrical Miscellaneous Details - Sheet 1 (Drawing re-issued):

- .1 Drawing is revised as per attached re-issued Drawing and including:
- On Detail 2/ E703:
 - revise reference to "Division 16" to read "Division 26"
 - Note that the "Sky-Factory Light Panels" are actually Luminaires Type 'DB1'.
 - On Detail 5/ E703, the Cancer Centre CT Sim Suite Equipment Rough-in Layout add:
 - in the Anteroom, #1C166, the installation (suspended) of a transformer/ power conditioner supplied by the Owner
 - on the Control Room side of the access from the Control Room to the CT Sm Room, an outlet for Warning Light (key note 15) complete with a 25 mm conduit connection to the Power Distribution Unit Wall Box (key note 6).
 - a 100 x 100 x 100 deep box in the ceiling space near the entry door for "Electric Strike Power Supply" and c/w 25 mm conduit connection to the "Power Distribution Unit Wall Box".
 - an "Electric Strike" located in the fixed section of the double door to the CT Sim Room c/w a 25mm conduit connection to the "Electric Strike Power Supply" box.
 - a 100 x 100 x 100 deep box in the ceiling space of the Control, Room for "Opto-Reflective System Power Supply" and c/w 25 mm conduit connection to the "Power Distribution Unit Wall Box".
 - a 100 x 100 x 100 deep box on the north wall of the Control Room for "Opto-Reflective System" c/w a 25mm conduit connection to the "Opto-Reflective System Power Supply" box.
 - in Note #3 add that the disconnect is to be 400 amp
 - in Note #5 revise the conduit from 75 mm to 100 mm
 - in Note 15: "provide Luminaire Type 'SB', typical for two locations".
 - Add new Detail 7/ E703 adding power, outlets and wiring/ conduit for MRI Rooms #2G-345 & #2G-349 electric door system as shown
 - Add new Detail 8/ E703 being the CT Sim. Electrical Service Schematic.

2.76 Electrical Drawing No. E704 - Electrical Miscellaneous Details - Sheet 5 (Drawing not re-issued):

- .1 Provide 3' antennas on the roof and run coax cables on floor below between each antenna as indicated on attached drawing no. SK-704-1. For cabling and antenna specifications call Scott Kett @ 1-800-721-9877.

2.77 Electrical Drawing No. E822 - Existing Second Floor Lighting Demolition Block A-B North (Drawing not re-issued):

- .1 Refer to Existing BACS Closet Room # 2207 and Comm Closet # 2254; delete existing lighting fixtures and light switches, cut back circuits and make safe. Circuits to remain as spares in source panel.

2.78 Electrical Drawing No. E826 - Existing Second Floor Power and Systems Demolition Block A-B North (Drawing not re-issued):

- .1 Refer to Existing BACS Closet Room # 2207 and Comm Closet # 2254; remove receptacles and direct connections within room, re-use existing circuits and extend to new equipment location within new Hub Room # 2254 as shown in new Hub Room layout.

- .2 Existing equipment within the Existing BACS Closet Room # 2207 and Comm Closet # 2254, to be provided with temporary supports until New Hub Room is constructed and ready to receive relocated equipment.
- 2.79 **Electrical Drawing No. E915 - First Floor Communications Layout Block F-G (Drawing not re-issued):**
- .1 Contractor to provide a " Separate Price " for Treatment Room # 1C239, to delete the fit up of the space as shown on attached Sketch SK-E915-1.
- .2 Add one (1) data drop on the South wall of 1C043 for a TV outlet. Label the cable 1J-1C043-D17.
- 2.80 **Electrical Drawing No. E920 - Second Floor Communications Layout Block A-B South - Communications (Drawing not re-issued) and sketches SK-E920-4, SK-E920-5 and SK-E920-6:**
- .1 Revise communications cable labels in Histology and Cytology 2447. Areas will be divided into 2447A to 2447O to match the architectural numbering.
- 2.81 **Electrical Drawing No. E920 - Second Floor Communications Layout Block A-B South - Communications (Drawing not re-issued) and sketch SK-E920-4:**
- .1 Add two (2) data drops to the South West wall in room 2447H. Label the cables 2B-2447H-D14 and 2B-2447H-D15. Refer to sketch SK-E920-4.
- .2 Add two (2) data drops to the South East wall in room 2447H. Label the cables 2B-2447H-D12 and 2B-2447H-D13. Refer to sketch SK-E920-4.
- .3 Add one (1) data drop to the North wall in room 2466. Label the cable 2B-2466-D07. Refer to sketch SK-E920-4.
- 2.82 **Electrical Drawing No. E920 - Second Floor Communications Layout Block A-B South - Communications (Drawing not re-issued) and sketch SK-E920-5:**
- .1 Add four (4) data drops to the work bench in room 2437. Label the cables 2B-2437-D55, 2B-2437-D56, 2B-2437-D57 and 2B-2437-D58. Refer to sketch SK-E920-5.
- .2 Add two (2) data drops to the West wall in room 2437. Label the cables 2B-2437-D59 and 2B-2437-D60. Refer to sketch SK-E920-5.
- .3 Add two (2) data drops to the South wall in room 2439. Label the cables 2B-2439-D56 and 2B-2439-D57. Refer to sketch SK-E920-5.
- .4 Add three (3) data drops to the West wall in area 2439 for freezers. Label the cables 2B-2439-D58, 2B-2439-D59 and 2B-2439-D60. Refer to sketch SK-E920-5.
- .5 Add two (2) data drops to the West wall in room 2447. Label the cables 2B-2447-D03 and 2B-2447-D04. Refer to sketch SK-E920-5.
- .6 Add two (2) data drops to the East wall in room 2447C. Label the cables 2B-2447C-D01 and 2B-2447C-D02. Refer to sketch SK-E920-5.
- .7 Add two (2) data drops to the East wall in room 2447C. Label the cables 2B-2447C-D03 and 2B-2447C-D04. Refer to sketch SK-E920-5.
- .8 Add two (2) data drops to the East wall in room 2447D. Label the cables 2B-2447D-D05 and 2B-2447D-D06. Refer to sketch SK-E920-5.
- .9 Add six (6) data drops to the North work bench in room 2447E. Label the cables 2B-2447E-D01, 2B-2447E-D02, 2B-2447E-D05, 2B-2447E-D06, 2B-2447E-D07, and 2B-2447E-D08. Refer to sketch SK-E920-5.
- .10 Add two (2) data drops to the South work bench in room 2447E. Label the cables 2B-2447E-D09 and 2B-2447E-D10. Refer to sketch SK-E920-5.
- .11 Add two (2) data drops to the North wall in room 2447N. Label the cables 2B-2447N-D07 and 2B-2447N-D08. Refer to sketch SK-E920-5.
- .12 Add two (2) data drops to the West wall in room 2450. Label the cables 2B-2450-D05 and 2B-2450-D06. Refer to sketch SK-E920-5.
- .13 Add two (2) data drops to the East wall in room 2450. Label the cables 2B-2450-D07 and 2B-2450-D08. Refer to sketch SK-E920-5.
- .14 Add two (2) data drops to the North wall in room 2451. Label the cables 2B-2451-D05 and 2B-2451-D06. Refer to sketch SK-E920-5.
- .15 Add two (2) data drops to the West wall in room 2452. Label the cables 2B-2452-D01 and 2B-2452-D02. Refer to sketch SK-E920-5.

- .16 Add two (2) data drops to the East wall in room 2452. Label the cables 2B-2452-D03 and 2B-2452-D04. Refer to sketch SK-E920-5.
- .17 Add one (1) data drops to the East wall in room 2453D. Label the cables 2B-2453-D07. Refer to sketch SK-E920-5.

2.83 Electrical Drawing No. E920 - Second Floor Communications Layout Block A-B South - Communications (Drawing not re-issued) and sketch SK-E920-6:

- .1 Add two (2) data drops to the South work bench in room 2441. Label the cables 2B-2441-D42 and 2B-2441-D43. Refer to sketch SK-E920-5.
- .2 Add two (2) data drops to the West work bench in room 2441. Label the cables 2B-2441-D44 and 2B-2441-D45. Refer to sketch SK-E920-5.
- .3 Add four (4) data drops to the West wall in area 2442. Label the cables 2B-2442-D52, 2B-2442-D53, 2B-2442-D54 and 2B-2442-D55. Refer to sketch SK-E920-5.
- .4 Add two (2) data drops to the centre work bench in room 2442. Label the cables 2B-2442-D56 and 2B-2442-D57. Refer to sketch SK-E920-5.
- .5 Add twenty-six (26) data drops along the conveyor belt in 2445. Label the cables 2B-2445-D04 to 2B-2445-D29. Refer to sketch SK-E920-5.
- .6 Add two (2) data drops to the West work bench in room 2446. Label the cables 2B-2446-D29 and 2B-2446-D30. Refer to sketch SK-E920-5.
- .7 Add four (4) data drops to the centre work bench in room 2446. Label the cables 2B-2446-D31, 2B-2446-D32, 2B-2446-D33, and 2B-2446-D34. Refer to sketch SK-E920-5.
- .8 Add two (2) data drops to the East wall in area 2446. Label the cables 2B-2446-D35 and 2B-2446-D36. Refer to sketch SK-E920-5.
- .9 Add one (1) data drop to the North wall in area 2446 for a freezer. Label the cables 2B-2446-D37. Refer to sketch SK-E920-5.

2.84 Electrical Drawing No. E920 - Second Floor Communications Layout Block A-B South - Communications (Drawing not re-issued)

- .1 Revise communication layout and install communications cables and pathways in Lab area as shown attached Sketch SK-E920-3-R1.
- .2 Add a new Drawing Note reading:
"The construction in the revised/ renovated Lab is heavily phased with six phases. The Contractors attention is drawn to this so that it is clearly understood that there will be the need, for the Lab area, of a specific Electrical Lab Phasing Plan based on the overall Project Phasing Plan. It also needs to be noted that there is every probability that various temporary Communication Services will be required for the staged/ phased construction/ renovations and that these temporary services must be included as required."
- .3 Add one (1) data drop on the North wall of 2306 for a TV outlet. Label the cable 2C-2306-D02.

2.85 Electrical Drawing No. E921 - Second Floor Communications Layout Block B-C South - Communications (Drawing not re-issued):

- .1 Add one (1) PACS drops to the East wall in room 2582. Label the cable 2D-2582-D14.
- .2 Add one (1) PACS drops to the East wall in room 2578. Label the cable 2D-2578-D14.
- .3 Add one (1) PACS drops to the East wall in room 2573. Label the cable 2D-2573-D14.
- .4 Add one (1) data drop on the West wall of 2521 for a TV outlet. Label the cable 1C-2521-D08.
- .5 Add one (1) data drop on the South wall of 2546 for a TV outlet. Label the cable 2D-2546-D03
- .6 Add a new Drawing Note reading:
"The construction in the revised/ renovated Surgical Suite is heavily phased with up to six phases. The Contractors attention is drawn to this so that it is clearly understood that there will be the need, for the Surgical Suite area, of a specific Electrical Surgical Suite Phasing Plan based on the overall Project Phasing Plan. It also needs to be noted that there is every probability that various temporary Communications Systems will be required for the staged/ phased construction/ renovations and that these temporary services must be included as required."

- 2.86 **Electrical Drawing No. E922 - Second Floor Communications Layout Block A - B North (Drawing not re-issued):**
- .1 Refer to new Hub Room # 2254; revise detail outline for detail # 4/E963.
 - .2 Refer to room 2453D in Laboratory area: add a ceiling communication outlet for ceiling mounted projector within room.
- 2.87 **Electrical Drawing No. E924 - Second Floor Communications Layout Block D-E South - Communications (Drawing not re-issued):**
- .1 Add one (1) data drop on the East wall of 2G442 for a TV outlet. Label the cable 2I-2G442-D02.
- 2.88 **Electrical Drawing No. E924 - Second Floor Communications Layout Block F-G South - Communications (Drawing not re-issued):**
- .1 Add one (1) data drop on the North wall of 2C024 for a TV outlet. Label the cable 2J-2C024-D03.
 - .2 Change label of cables marked as "2J-2C027-D03 and 2J-2C027-D04" to "2J-2C024-D01 and 2J-2C024-D02".
 - .3 Add one (1) data drop on the South wall of 2C028 for a TV outlet. Label the cable 2J-2C028-D04.
- 2.89 **Electrical Drawing No. E925 - Second Floor Communications Layout Block E-F - Communications (Drawing not re-issued):**
- .1 Add one (1) data drop on the West wall of 2G281 for a PACS outlet. Label the cable 2G-2G281-D03.
 - .2 Add two (2) data drops on the East wall of 2G281 for PACS outlets. Label the cable 2G-2G281-D04 and 2G-2G281-D05
 - .3 Contractor shall install cable drops for Hospital Dictation system.
 - .4 All drops shall be Category 6A UTP cable to match the solution used for data drops.
 - .5 Dictation cables shall run from workstations located on Level 2 directly to the Level 1 Data Centre 1G006. Run cables down from Level 2 to Level 1 using one (1) 100mm conduit in Electrical Room 2G278 and 1G002 (refer to drawing E961).
 - .6 At the workstation, Dictation cables shall be installed in a separate outlet from other communications services. Provide a 4 11/16" single gang box, faceplate, and 32mm vertical conduit back to the cabletray for each outlet location.
 - .7 In Data Centre 1G006, provide a separate 48-port Category 6A patch panel with a 2U wall mounting bracket for terminating the cables. Mount the patch panel on the ply-wood backboard located on the West wall. The exact position will be determined during construction.
 - .8 Include for Category 6A patch cords at both ends of each drop.
 - .9 The symbol abbreviation "DC" shall indicate a Dictation drop.
 - .10 Install one (1) Dictation drop on the East wall of room 2G348. Label the cable 1G-2G348-DT1.
 - .11 Install one (1) Dictation drop on the West wall of room 2G346. Label the cable 1G-2G348-DT1.
 - .12 Install one (1) Dictation drop on the South wall of room 2G146. Label the cable 1G-2G146-DT1.
 - .13 Install one (1) Dictation drop on the West wall of room 2G055 (South area). Label the cable 1G-2G055-DT1.
 - .14 Install one (1) Dictation drop on the West wall of room 2G055 (North area). Label the cable 1G-2G055-DT2.
 - .15 Install one (1) Dictation drop on the South wall of room 2G190. Label the cable 1G-2G190-DT1.
 - .16 Install one (1) Dictation drop on the North wall of room 2G192. Label the cable 1G-2G192-DT1.
 - .17 Install one (1) Dictation drop on the North wall of room 2G194. Label the cable 1G-2G194-DT1.
 - .18 Install one (1) Dictation drop on the South wall of room 2G196. Label the cable 1G-2G196-DT1.
 - .19 Install one (1) Dictation drop on the West wall of room 2G176 (South area). Label the cable 1G-2G176-DT1.
 - .20 Install one (1) Dictation drop on the West wall of room 2G176 (North area). Label the cable 1G-2G176-DT2.
- 2.90 **Electrical Drawing No. E944 - Fourth Floor Communications Layout Block D-E - Communications (Drawing not re-issued):**
- .1 Add one (1) data drop in the ceiling of room 4G343 for a projector. Label the cable 4F-4G343-D09.
 - .2 Add one (1) data drop in the ceiling of room 4G344 for a projector. Label the cable 4F-4G344-D09.
 - .3 Add one (1) data drop in the ceiling of room 4G345 for a projector. Label the cable 4F-4G345-D09.

2.91 **Electrical Drawing No. E945 - Fourth Floor Communications Layout Block E-F - Communications (Drawing not re-issued):**

- .1 Add one (1) data drop in the ceiling of room 4G326 for a projector. Label the cables 4F-4G326-D09.
- .2 Add one (1) data drop in the ceiling of room 4G328 for a projector. Label the cables 4F-4G328-D09.
- .3 Add one (1) data drop on the North wall of 4G383 for a TV outlet. Label the cable 4F-4G383-D05.
- .4 Refer to Clerk # 4G391-2; revise communication layout as shown on attached Sketch SK-E945-1.

2.92 **Electrical Drawing No. E963 - Communications Hub Room Details - Sheet 2 - Communications (Drawing not re-issued) and Sketch SK-E963-1**

- .1 Contractor shall revise Hub Room 2254 as shown on sketch SK-963-1. Include for two (2) communications racks and all equipment as shown.
- .2 Contractor shall re-locate the existing 200-pair voice backbone cable from the existing Telephone Closet (formally closet 2254) in to the new Hub Room (new Room #2254).

2.93 **Electrical Drawing No. E970 - Wireless Telephone Access Points- Site Plan - Communications: (Drawing re-issued):**

- .1 Drawing has been revised and is being re-issued. Drawing changes include:
 - clarifications, and slight changes to building mounted WLAN access points
 - power and communications for building mounted WLAN access points
 - clarifications, and changes to site pole mounted WLAN access points including identifying those that are to be mounted on existing lighting poles and those that will require new poles
 - power for pole mounted WLAN access points (Note: pole mounted devices do not require communications cabling)
 - detail for a pole for the WLAN devices requiring a new pole

End of Electrical Addendum #E3

This Addendum forms Part of the RFP and Contract Documents for the above Project as follows:

M1-1 SPECIFICATIONS

1.1 Specification Section 20 07 13 - Mechanical Insulation

- .1 *Revise article 3.14.2 to read " Conditioned air supply ducts and plenums".*

1.2 Specification Section 21 05 01 - Fire Protection General

- .1 *Add section 3.3 as follows :*

"3.3 Layout Drawings

.1 Installation Drawings

- (a) *Submit 1:100 installation drawings after coordination with other trades, indicating location of equipment, devices and piping. Note that locations of sprinkler heads are not shown on architectural reflected ceiling plan. Installation drawings to show locations of sprinkler heads superimposed on the architectural reflected ceiling plan. Submit drawings for approval prior to installation of heads. Revise as per Engineers or Architects comments and resubmit until approved."*

1.3 Specification Section 21 05 01 - Packaged Fire Pump

- .1 *Revise article 2.1.1 to read: "ULC listed and labelled vertical in-line type".*
- .2 *Revise article 2.1.3 to include Peerless Pumps, SA Armstrong, Taco, ITT Bell & Gosset and PLAD as the Standard of Acceptance.*
- .3 *Remove article 2.2 Packaged Fire Pump.*
- .4 *Revise article 2.3.1. to include Peerless Pumps, SA Armstrong, Taco, ITT Bell & Gosset and PLAD as the Standard of Acceptance.*

1.4 Specification Section 22 05 01 - Plumbing General.

- .1 *Add article 3.10 to read:*
3.10. *Hospital equipment plumbing services.*
1. *For information on hospital equipment plumbing services refer to 'RVH Hospital Equipment Schedule' attached after End of Section.*
- .2 *Reissue RVH Hospital Equipment Schedule (R3). Attached.*

1.5 Specification Section 22 05 23 - Plumbing Specialties & Accessories

- .1 *Revise article 2.26.1 (a) to read: Min. flow rate 50 GPM*
- .2 *Revise article 2.26.1 (m) to read: Roughing dimensions 2438 mm x 1575 mm, 1120 mm high without extension.*
- .3 *Revise article 2.26 Standard of Acceptance to read: Greenturtle Proceptor Oil Interceptor model OMC 500, double wall*

1.6 Specification Section 22 42 13 - Plumbing Fixtures & Trim

- .1 *Revise article 1.1.5 Standard of Acceptance to add "Guardian" to the list of the acceptable manufactures.*
- .2 *Revise article 2.36.1 and 2.37.1 to read:*
 1. *Shower floor: Cast in place, by others..*
- .3 *Add article 2.36.5 and 2.37.5 to read:*
 5. *Floor Drain: (one in the shower area and one at the entrance to shower room) duco coated cast iron body, reversible clamp device and adjustable 127 mm dia. nickel bronze 6.35 mm thick strainer, secured with s.s screws, 100 mm throat on strainer.*

Standard of Acceptance

 - o *Smith 2005A*
 - o *Zurn ZN-415-B*
- .4 *Add article 2.49.4 to read:*
 4. *Alarm: 120 VAC Class 1, Division 2, Groups B, C, and D emergency alarm system. Buzzer and flashing light are activated by flow switch when emergency shower or eyewash is in use.*

Standard of Acceptance

 - o *Bradley*
 - o *Encon*
 - o *Haws 9001EXP*
 - o *Speakman*
- .5 *Revise article 2.50. to read:*

2.50. Emergency Deluge Shower "ESH2" (Ante, Decontamination Room)

 1. *Flush ceiling mounted drench shower shall include a hi-polished stainless steel 10-5/8" showerhead with integral self-regulating 20 gpm flow control mounted in or hanging down from the ceiling, brass stay-open ball valve equipped with stainless steel ball and stem, recessed stainless steel wall cabinet with pull down lever, universal sign, and 1" IPS supply..*

Standard of Acceptance

 - o *Bradley*
 - o *Encon 01052502*
 - o *Haws 8164*
 - o *Speakman SE-220-SS*
 2. *Supply: 1" IPS tempered water supply. Tempered water from "CV1"*
 3. *Floor Drain: duco coated cast iron body, reversible clamp device and adjustable 127 mm diameter nickel bronze 6.35 mm thick strainer, secured with S.S. screws, 100 mm throat on strainer.*

Standard of Acceptance

 - o *Smith 2005A*
 - o *Zurn ZN-415-B*
 4. *Alarm: 120 VAC Class 1, Division 2, Groups B, C, and D emergency alarm system. Buzzer and flashing light are activated by flow switch when emergency shower or eyewash is in use.*

Standard of Acceptance

 - o *Bradley*

- o Encon
- o Haws 9001EXP
- o Speakman

.6 Revise article 2.51. to read:

2.51. Temperature Control Mixing Valves "CV1" (Emergency Equipment)

1. Cabinet Supply Fixture, thermostatic temperature control valve with liquid filled motor, check stops, safety shut-off, volume control valve, rough bronze, ball valves, dial thermometer, housed in a cabinet, top supplies, top outlet, unions. Tempered water at 60 deg. F (15C) - 85 deg. F (29C) over a range of flows at 55 PSI (350 kpa) supply pressure. (Model #9201EF provides up to 7 GPM and Model #920 provides up to 21 GPM.)

Standard of Acceptance

- o Encon STF30WB120
- o Haws 9201EF .CAB for "EW1", "EW2", EW3"
- o Haws 9201.CAB for "ESH1", "ESH2".
- o Lawler
- o Speakman

.7 Add article 2.62. to read:

2.62. Sink Type "S18" (DI Soiled Rooms)

1. Sink: Single compartment, counter mounted 20-9/16" x 20-1/8" x 12" (52cm x 51cm x 30cm), back ledge, self rimming, satin finished, undercoated, 18-8 316 stainless steel with NPS 1-1/2" (38 mm) tailpieces

Standard of Acceptance

- o Kindered LBS6812-1-316 mod.
- o Architectural Metals Series

2. Tailpiece NPS 1-1/2" (38 mm) and crumb cup strainer
3. Supply Fitting: 8" (200 mm) deck mounted faucet with gooseneck spout, non-aerating laminar flow, 2 GPM (7.6 L) flow outlet and 4" (100 mm) blade handles.

Standard of Acceptance

- o Cambridge Brass
- o Chicago Faucet 786-FC-XK
- o Zurn "Aqua-Spec" Z-831B4-4F

4. Supplies: Rough NPS 1/2" (12 mm) lockshield stop on each supply complete with escutcheon.

1.7 Specification Section 22 63 13 - Medical Gas Systems

.1 Add article 2.4.10 to read: 'Identify for each shutt-off valve , the area served by a lamacoid plate with the following wording:

'CAUTION - (name of med. gas) VALVE.
DO NOT CLOSE EXCEPT IN EMERGENCY.
THIS VALVE CONTROLS SUPPLY TO (area destignation)'.
'

.2 Add article 2.5.12 to read: 'labeled with lamicoid nameplates, engraved with 6 mm lettering, attached to metal part of window frame, to show;

- gas,
- function, and
- room or area controlled.

(b) nameplates shall be in place prior to certification

- .3 Revise article 2.7.2.2 to read: 'Medical air line pressure: high and low.'
- .4 Add article 2.8.5.7 to read: 'Anaesthetic Gas Scavenging System (AGSS)'
- .5 Add article 3.14 to read:
 - 3.14. Medical Gas Outlet Schedule**
 - 1. For additional information on medical gas outlets refer to 'RVH Medical Gas Outlet Schedule' attached after End of Section.
 - 2. Schedule is issued as reference only to be used by medical gas certifying agency.

1.8 Specification Section 23 11 13 - Fuel Oil Systems

- .1 Revise article 2.6.5 "Sequence of Operation" to read as follows:
Sequence of Operation:
 - .1 When switches are selected for Auto, pumps are started and stopped alternately by level switch in any day tank.
 - .2 When switch is in Hand position pump operates as long as momentary test button is pressed.
 - .3 Second low level switch in any day tank overrides alternator and starts second pump when switches are in Auto position.
 - .4 The solenoid valves in the fill lines to each of the day tanks are closed.
 - .5 When the level switch of a day tank signals for fuel to be made up the pump shall start and only the solenoid valve associated with the tank shall open. The solenoid valves on the other tanks must remain closed.
 - .6 When the tank is full the high level switch shall stop the pump and close the solenoid valve.
 - .7 Oil pressure switches in pump discharge are normally open and close to stop pump on loss of discharge oil pressure.
 - .8 Anti siphon valves are closed when pumps starts.

1.9 Specification Section 23 21 11 - Water Specialties - Heating & Cooling

- .1 Revise article 2.8.2.3 Standard of Acceptance to delete "Erwel" from the list and add "IFC" to the list.

1.10 Specification Section 23 22 11 - Steam Specialties

- .1 Revise article 2.6.1.4 Standard of Acceptance to delete "Gestra RK Series" from the list and add "IFC" to the list.
- .2 Revise article 2.7.1.6 Standard of Acceptance to add "IFC" to the list.
- .3 Revise article 2.8.1.7 Standard of Acceptance to delete "Spence Type ED" and "Leslie Class" from the list and add "Leslie GPK" to the list.
- .4 Revise article 2.9.2.1 Standard of Acceptance to delete "Spence" from the list and add "Leslie GPK" to the list.

1.11 Specification Section 23 22 23 - Steam Condensate Pumping Units

- .1 Revise article 2.3.5.2 Standard of Acceptance to add "Precision" to the list of manufacturers.

1.12 Specification Section 23 24 16 - Diesel Exhaust Systems

- .1 Revise article 2.4.3 Standard of Acceptance list to add "Flexhose"
- .2 Revise article 2.5.5 Standard of Acceptance list to add "Schebler Company"

1.13 Specification Section 23 33 14 - Dampers - Operating

- .1 Add article 3.1.2 to read as follows:
"Dampers for exhaust and fresh air to be complete with insulated damper blade and thermal break in damper blade and frame.
Standard of Acceptance:
Tamco Series 9000
Arrow United industries (E. H. Price)
- .2 Revise previous articles #'s 3.1.2 to read 3.1.3, 3.1.3 to read 3.1.4 and 3.1.4 to read 3.1.5.

1.14 Specification Section 23 33 19 - Duct Silencers

- .1 Revise article 2.1.1 Standard of Acceptance to add "E. H. Price" to the list of suppliers.
.2 Revise article 2.2.1.1 to read "Acoustic quality, glass fibre, free of shot and odour".

1.15 Specification Section 23 51 13 - Breeching and Chimneys

- .1 Revise article 2.1.2 to read as follows:
".2 Underwriter's Laboratories of Canada Listed".
- .2 Revise article 2.1.3.1 to read as follows:
"Double wall construction, Schebler Company Model PAL2 or approved equal"
- .3 Revise article 2.1.3.2 to read as follows:
"Liner: AL-29-4C, gauge thickness 20 gauge".
- .4 Revise article 2.1.3.3 to read as follows:
"Shell: aluminized steel, gauge thickness 22 gauge, outer shell above roof shall be 304 stainless steel".
- .5 Revise article 2.1.6 Standard of Acceptance list to add "Schebler Comany"

1.16 Specification Section 23 52 23 - Packaged Boiler - Sectional Cast Iron

- .1 Revise article 2.5.14 to delete paragraph 2.5.14.2.

1.17 Specification Section 23 73 23 - Custom Air Handling Units

- .1 Revise article 2.4.1.7 to read "Opposed blade and parallel dampers: to section 23 33 14 - Dampers - Operating.
.2 Article 2.4.1.7 (a) remains unchanged.

1.18 Specification Section 25 90 01 - B. A. S. Sequence of Operations

- .1 Add to sequence C101 and C103 - 100% Outdoor Air Handling System the following paragraph:
"Smoke Venting: In this mode of operation the supply fan is off, the bypass air damper across the heat wheel opens, the dampers on both side of the heat wheel closes and the exhaust fan starts to evacuate the smoke. When the smoke venting is stopped, the exhaust fan stops, the bypass damper across the heat wheel closes and the dampers on both sides of the heat wheel opens."

1.19 Specification Section 25 90 01 - B. A. S. Sequence of Operations

- .1 Refer to sequence C105 - Isolation Room System (Typical)

Revise Fire Alarm paragraph to read as follows:

"On signal from fire alarm system the fan shall continue to operate unless the fire alarm originates from the Isolation room area zone. Hardwired connections from FAS double voltage relay to fan starter causes fan to stop directly, not from BAS".

1.20 Specification Section 25 90 01 - B. A. S. Sequence of Operations

- .1 Refer to sequence C202 - Constant Hot Water Heating Distribution

Add to the sequence "Constant Temperature Hot Water Heating Supply to Existing Building Mode" This mode of operation to be started and stopped by operator intervention. When this mode is commanded to start to supply hot water from the new boiler plant to existing building, control valves V-26 & V-27 shall open and control valve V-28 shall close.

1.21 Specification Section 25 90 01 - B. A. S. Sequence of Operations

- .1 Refer to sequence C205 - Chilled Water System - Glycol Dry Cooler Mode:

Revise paragraph five of the sequence to read as follows:

"In the event glycol supply temperature and chilled water supply temperature is not maintained it shall alarm at the BAS. If this event occur when the outdoor air temperature is above 0 deg. C/ 32 deg. F, than with operator intervention the Glycol Dry Cooler Mode of operation shall be stopped and chiller mode of operation shall be started. Also Dry Cooler ME-9 and pumps P-17 & P-13 shall be locked out."

- .2 Refer to sequence C205 - Chilled Water System

Add to the sequence "Chilled Water Supply to Existing Building Mode"

This mode of operation to be started and stopped by operator intervention. When this mode is commanded to start to supply chilled water from new chilled water plant to existing building, control valves V-29 & V-32 shall close and control valves V-30 & V-31 shall open and expansion tank control valve V-33 shall close.

1.22 Specification Section 25 90 01 - B.A.S. Sequence of Operations

- .1 Refer to sequence C206 - Condenser Water System

Add to the sequence "Domestic Hot Water Pre-heat Mode"

This mode of operation to be started and stopped by operator intervention. When the condenser water temperature is 23.8 deg. C (75 deg. F) (adjustable) this mode of operation shall be started. When this mode is commanded to start pump P-18 shall start. When the chillers are locked out in the winter season this system shall also be locked out.

All alarms/points shall be available at the BAS for monitoring and operator interface.

1.23 Specification Section 25 90 01 - B. A. S. Sequence of Operations

- .1 Revise sequence C310 to read as follows:
"C310 - Fire Alarm and Controls System Interface

Refer to drawings M762, M763 and M764 for smoke venting panel and control system.

This division to program the stopping of any designated emergency powered equipment during a fire

alarm condition. The concept is to offload the emergency power system to enable additional life safety systems (smoke venting etc) also on emergency power to start. The stopping of designated emergency power equipment (equipment to be selected by Engineer) will be automatically initiated when a fire alarm signal is received. When the fire alarm is completed and reset, the equipment that was temporarily shut down will restart."

.2 Add new sequence "C311- Hub Rooms and Hub Rooms UPS Equipment Monitoring" as follows:

Normal Operation: BAS to monitor the Hub Rooms temperature, humidity and water leak. In the event Hub Room temperature and humidity rises above set point it shall alarm at the BAS. In the event if water leak detector is activated it shall alarm at the BAS. Also BAS shall monitor UPS Equipment alarms and shall alarm at the BAS in the event of an alarm.

The Hub Rooms to be monitored are as follows:

Room # 1248, Room # 1474, Room # 1374, Room # 1249, Room # 1G-653, Room # 1G-006, Room # 1C-143, Room # 2254, Room # 2465, Room # 2330, Room # 2751, Room # 2G-688, Room # 2G-208, Room # 2G-289, Room # 2G-499, Room # 2C-162, Room # 3122, Room # 3401, Room # 3560, Room # 3700, Room # 3G-513, Room # 3G-307, Room # 3G-111, Room # 3C-083, Room # 4126, Room # 4410, Room # 4572, Room # 4700, Room # 4G-513, Room # 4G-307 and Room # 4G-111.

.3 Add new sequence "C312- Replacement and Interface of Existing Smoke Control Panel" as follows:

"The location of the existing building smoke control panel is changing to the new CACF room and will be located adjacent to the smoke control panel serving the new building. To avoid significant downtime, this existing panel is to be duplicated with new graphics showing revisions to the fire alarm/smoke venting zones. Control sequences and logics are to be duplicated. Extend all control and fire alarm wiring from old to new location. Test and verify operation of all systems.

Interconnection of New and Old Building panels. - Extend fire alarm signals from new building panel to existing building panel so that the following sequences occur when any new building zone goes into first stage alarm:

- pressurization fans start serving vestibules between atrium light well and existing building.*
- all existing building below grade stair pressurization fans start*
- existing building zones, 1-2, 1-3 and 2-4 goes into pressurization mode*
- existing atrium light well zone goes into pressurization mode."*

.4 Add new sequence "C313- Monitoring of Elevators" as follows:

"Building Automation contractor to pick up the following elevator status points from a remote interface panel located adjacent to the main elevator control panel in each of the five elevator machine rooms that will serve the nine new elevators in the project.

Normal Operation:

- a) BAS to monitor the status (in service / out of service) of each new elevator .*
- b) BAS to monitor the location (Floor served) of each new elevator.*

Controls contractor to coordinate work with the elevators contractor."

M1-2 DRAWINGS

2.1 Mechanical Drawing No. M101 - Drawing List Mechanical (Drawing not re-issued):

- .1 Revise column 'Discipline' for drawings M250 to M253 to read: 'PLUMBING & MECH.'
- .2 Drawing list revised to add new drawings as shown on sketch #SK-M101-1 issued herewith.

2.2 Mechanical Drawing No. M102 - Legend (Drawing not re-issued):

- .1 Add to legend as shown on sketch #SK-M102-1 issued herewith.

2.3 Mechanical Drawing No. M103 - Drawing List Mechanical (Drawing not re-issued):

- .1 Remove the drawing in its entirety.

2.4 Mechanical Drawing No. M200D - Foundation, Plumbing, Block A-B South, Demolition (Drawing not re-issued):

- .1 Revise note #1 to read: 'Existing sanitary pipe, traps, vents & priming connections to be removed.'

2.5 Mechanical Drawing No. M201D - Foundation, Plumbing, Block C, South, Demolition (Drawing not re-issued):

- .1 Revise note #1 to read: 'Existing sanitary pipe, traps, vents & priming connections to be removed.'

2.6 Mechanical Drawing No. M202D - Foundation, Plumbing, Block A-B North Demolition (Drawing not re-issued):

- .1 Revise note #1 to read: 'Existing sanitary pipe, traps, vents & priming connections to be removed.'

2.7 Mechanical Drawing No. M203D - Foundation, Plumbing, Block C North Demolition (Drawing not re-issued):

- .1 Revise note #1 to read: 'Existing sanitary pipe, traps, vents & priming connections to be removed.'

2.8 Mechanical Drawing No. M204 - Foundation, Plumbing, Block D-E, New Work (Drawing not re-issued):

- .1 Revise underground sanitary (SAN) piping, as shown on sketch #SK-M204-1 issued herewith.

2.9 Mechanical Drawing No. M205 - Foundation, Plumbing, Block E-F, New Work (Drawing not re-issued):

- .1 Revise as shown on sketch #SK-M205-1 issued herewith.

2.10 Mechanical Drawing No. M210 - First Floor, Plumbing & Med. Gas, Block A-B, New Work (Drawing not re-issued):

- .1 Revise as shown on sketch #SK-M210-5 issued herewith.

2.11 Mechanical Drawing No. M211 - First Floor, Plumbing & Med. Gas, Block C South, New Work (Drawing not re-issued):

- .1 Revise as shown on sketch #SK-M211-1 issued herewith.

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- .2 Add General Note #5 to read: 'New treated water (TW) piping specification to be identical with existing piping.'
- 2.12 Mechanical Drawing No. M212 - First Floor, Plumbing & Med. Gas, Block A-B North, New Work (Drawing not re-issued):**
- .1 Revise services and add note to remove and re-install services in ceiling space of area that will have slab structurally re-inforced above as shown on sketch #SK-M212-3 & #SK-M212-4 issued herewith.
- 2.13 Mechanical Drawing No. M212D - First Floor, Plumbing & Med. Gas, Block A-B North, Demolition (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M212D-1 issued herewith.
- 2.14 Mechanical Drawing No. M213 - First Floor, Plumbing & Med. Gas, Block C North, New Work (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M213-1 issued herewith.
- .2 Add General Note #5 to read: 'New treated water (TW) piping specification to be identical with existing piping.'
- 2.15 Mechanical Drawing No. M214 - First Floor, Plumbing & Med. Gas, Block D-E, New Work (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M214-3 issued herewith.
- 2.16 Mechanical Drawing No. M215 - First Floor, Plumbing & Med. Gas, Block E-F, New Work (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M215-1 & #SK-M215-2 issued herewith.
- 2.17 Mechanical Drawing No. M216 - First Floor, Plumbing & Med. Gas, Block G, New Work (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M216-2 issued herewith.
- .2 Add General Note #8 to read: 'New treated water (TW) piping specification to be identical with existing piping.'
- 2.18 Mechanical Drawing No. M220 - Second Floor, Plumbing & Med. Gas, Block A-B South, New Work (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M220-3 & #SK-M220-4 issued herewith.
- 2.19 Mechanical Drawing No. M220D - Second Floor, Plumbing & Med. Gas, Block A-B South, Demolition (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M220D-1 issued herewith.
- 2.20 Mechanical Drawing No. M221 - Second Floor, Plumbing & Med. Gas, Block C South, New Work (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M221-1 issued herewith.

- 2.21 Mechanical Drawing No. M221D - Second Floor, Plumbing & Med. Gas, Block C South, Demolition (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M221D-1 issued herewith.
- 2.22 Mechanical Drawing No. M222 - Second Floor, Plumbing & Med. Gas, Block A-B North, New Work (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M222-3 issued herewith.
- 2.23 Mechanical Drawing No. M222D - Second Floor, Plumbing & Med. Gas, Block A-B South, Demolition (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M222D-1 issued herewith.
- 2.24 Mechanical Drawing No. M223 - Second Floor, Plumbing & Med. Gas, Block C North, New Work (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M223-2 & #SK-M223-3 issued herewith.
- 2.25 Mechanical Drawing No. M223D - Second Floor, Plumbing & Medical Gases, Block C North, Demolition (Drawing not re-issued):**
- .1 Revise plumbing demolition, as shown on sketch #SK-M223D-1 issued herewith.
- 2.26 Mechanical Drawing No. M224 - Second Floor, Plumbing & Med. Gas, Block D-E, New Work/ Demolition (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M224-2 & #SK-M224-3 issued herewith.
- 2.27 Mechanical Drawing No. M225 - Second Floor, Plumbing & Med. Gas, Block E-F, New Work/ Demolition (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M225-3, #SK-M225-4, #SK-M225-5, #SK-M225-6 & #SK-M225-7 issued herewith.
- 2.28 Mechanical Drawing No. M234 - Third Floor, Plumbing & Med. Gas, Block D-E, New Work (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M234-2 issued herewith.
- 2.29 Mechanical Drawing No. M235 - Third Floor, Plumbing & Med. Gas, Block E-F, New Work (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M235-2 issued herewith.
- 2.30 Mechanical Drawing No. M236 - Third Floor, Plumbing & Med. Gas, Block G, New Work (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M236-4 issued herewith.

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- 2.31 Mechanical Drawing No. M243 - Fourth Floor, Plumbing & Med. Gas, Block C North, New Work (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M243-1 issued herewith.
- 2.32 Mechanical Drawing No. M243D - Fourth Floor, Plumbing & Med. Gas, Block C North, Demolition (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M243D-1 issued herewith.
- 2.33 Mechanical Drawing No. M244 - Fourth Floor, Plumbing & Med. Gas, Block D-E, New Work (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M244-1 issued herewith.
- 2.34 Mechanical Drawing No. M245 - Fourth Floor, Plumbing & Med. Gas, Block E-F, New Work/ Demolition (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M245-2 issued herewith.
- 2.35 Mechanical Drawing No. M246 - Fourth Floor, Plumbing & Med. Gas, Block G, New Work (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M246-1 issued herewith.
- 2.36 Mechanical Drawing No. M250 - Fifth Floor, Plumbing, Block A-B South, New Work (Drawing not re-issued):**
- .1 Revise drawing title to read: 'Fifth Floor, Plumbing & Mech., Block A-B South, New Work ' .
- .2 Revise as shown on sketch #SK-M250-1 & SK-M250-2 issued herewith.
- 2.37 Mechanical Drawing No. M251 - Fifth Floor, Plumbing, Block C South, New Work (Drawing not re-issued):**
- .1 Revise drawing title to read: 'Fifth Floor, Plumbing & Mech., Block C South, New Work ' .
- .2 Revise as shown on sketch #SK-M251-1 issued herewith.
- 2.38 Mechanical Drawing No. M252 - Fifth Floor, Plumbing, Block A-B North, Reference (Drawing not re-issued):**
- .1 Revise drawing title to read: 'Fifth Floor, Plumbing & Mech., Block A-B North New Work ' .
- .2 Revise as shown on sketch #SK-M252-1 & SK-M252-2 issued herewith.
- 2.39 Mechanical Drawing No. M253 - Fifth Floor, Plumbing, Block C North, New Work / Demolition (Drawing not re-issued):**
- .1 Revise drawing title to read: 'Fifth Floor, Plumbing & Mech., Block C North New Work / Demolition ' .
- .2 Revise as shown on sketch #SK-M253-1, #SK-M253-2 & SK-M253-3 issued herewith.

- 2.40 Mechanical Drawing No. M255 - Fifth Floor, Plumbing, Block E-F, New Work / Demolition (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M255-2 issued herewith.
- 2.41 Mechanical Drawing No. M256 - Fifth Floor, Plumbing, Block G, New Work (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M256-2 issued herewith.
- 2.42 Mechanical Drawing No. M410 - First Floor, Ventilation, Block A-B South, New Work (Drawing not re-issued):**
- .1 Notes revised as shown on sketch #SK-M410-1 issued herewith.
- 2.43 Mechanical Drawing No. M410D - First Floor, Ventilation, Block A-B South, Demolition (Drawing not re-issued):**
- .1 Notes revised as shown on sketch #SK-M410D-1 issued herewith.
- 2.44 Mechanical Drawing No. M411D - First Floor, Ventilation, Block C South, Demolition (Drawing not re-issued):**
- .1 Notes revised as shown on sketch #SK-M411D-1 issued herewith.
- 2.45 Mechanical Drawing No. M412 - First Floor, Ventilation, Block A-B North, New Work (Drawing issued herewith):**
- .1 Revise services and add note to remove and re-install services in ceiling space of area that will have slab structurally re-inforced above as shown on drawing.
- 2.46 Mechanical Drawing No. M412D - First Floor, Ventilation, Block A-B North, Demolition (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M412D-1, #SK-M412D-2 & #SK-M412D-3 issued herewith.
- 2.47 Mechanical Drawing No. M413 - First Floor, Ventilation, Block C North, New (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M413-1 & #SK-M413-2 issued herewith.
- 2.48 Mechanical Drawing No. M413D - First Floor, Ventilation, Block C North, Demo (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M413D-1 & #SK-M413D-2 issued herewith.
- 2.49 Mechanical Drawing No. M414 - First Floor, Ventilation, Block D-E (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M414-1 & #SK-M414-2 issued herewith.
- 2.50 Mechanical Drawing No. M415 - First Floor, Ventilation, Block E-F (Drawing issued herewith):**
- .1 Revise as shown on drawing.

2.51 Mechanical Drawing No. M416 - First Floor, Ventilation, Block G (Drawing not re-issued):

- .1 Revise as shown on sketch #SK-M416-2, #SK-M416-3, #SK-M416-4, #SK-M416-5 & #SK-M416-6 issued herewith.
- .2 Reference drawing # for continuation added as shown on sketch #SK-M416-7 issued herewith.

2.52 Mechanical Drawing No. M420 - Second Floor, Ventilation, Block A-B South, New (Drawing issued herewith):

- .1 Revise as shown on drawing.

2.53 Mechanical Drawing No. M420D - Second Floor, Ventilation, Block A-B South, Demo (Drawing not re-issued):

- .1 Revise as shown on sketch #SK-M420D-1, #SK-M420D-2 & #SK-M420D-3 issued herewith.

2.54 Mechanical Drawing No. M421 - Second Floor, Ventilation, Block C South, New (Drawing not re-issued):

- .1 Revise as shown on sketch #SK-M421-1 & #SK-M421-2 issued herewith.

2.55 Mechanical Drawing No. M421D - Second Floor, Ventilation, Block C South, Demo (Drawing issued herewith):

- .1 Revise as shown on drawing.

2.56 Mechanical Drawing No. M422 - Second Floor, Ventilation, Block A-B North, New (Drawing issued herewith):

- .1 Revise as shown on drawing.

2.57 Mechanical Drawing No. M422D - Second Floor, Ventilation, Block A-B North, Demo (Drawing issued herewith):

- .1 Revise as shown on drawing.

2.58 Mechanical Drawing No. M423 - Second Floor, Ventilation, Block C North, New (Drawing issued herewith):

- .1 Revise as shown on drawing.

2.59 Mechanical Drawing No. M423D - Second Floor, Ventilation, Block C North, Demo (Drawing issued herewith):

- .1 Revise as shown on drawing.

2.60 Mechanical Drawing No. M424 - Second Floor, Ventilation, Block D-E, New(Drawing not re-issued):

- .1 Revise as shown on sketch #SK-M424-1, #SK-M424-2, #SK-M424-3 & #SK-M424-4 issued herewith.

2.61 Mechanical Drawing No. M425 - Second Floor, Ventilation, Block E-F, (Drawing issued herewith):

- .1 Revise as shown on drawing.

- 2.62 Mechanical Drawing No. M426 - Second Floor, Ventilation, Block G, New (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M426-1, #SK-M426-2 & #SK-M426-3 issued herewith.
- 2.63 Mechanical Drawing No. M430 - Third Floor, Ventilation, Block A-B South, New Work (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M430-2 issued herewith.
- 2.64 Mechanical Drawing No. M430D - Third Floor, Ventilation, Block A-B South, Demolition (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M430D-1 issued herewith.
- 2.65 Mechanical Drawing No. M431 - Third Floor, Ventilation, Block C South, New (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M431-1 & #SK-M431-2 issued herewith.
- 2.66 Mechanical Drawing No. M431D - Third Floor, Ventilation, Block C South, Demolition (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M431D-1 issued herewith.
- 2.67 Mechanical Drawing No. M432D - Third Floor, Ventilation, Block A-B North, Demolition (Drawing not re-issued):**
- .1 Notes revised as shown on sketch #SK-M432D-1 issued herewith.
- 2.68 Mechanical Drawing No. M433 - Third Floor, Ventilation, Block C North, (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M433-2 issued herewith.
- 2.69 Mechanical Drawing No. M433D - Third Floor, Ventilation, Block C North, (Drawing not re-issued herewith):**
- .1 Revise as shown on sketch #SK-M433D-2 issued herewith.
- 2.70 Mechanical Drawing No. M434 - Third Floor, Ventilation, Block D-E, New (Drawing not re-issued herewith):**
- .1 Revise as shown on sketch #SK-M434-2, #SK-M434-3 & #SK-M434-4 issued herewith.
- 2.71 Mechanical Drawing No. M435 - Third Floor, Ventilation, Block E-F, (Drawing issued herewith):**
- .1 Revise as shown on drawing.
- 2.72 Mechanical Drawing No. M436 - Third Floor, Ventilation, Block G, New (Drawing not re-issued herewith):**
- .1 Revise as shown on sketch #SK-M436-3, #SK-M436-4, #SK-M436-5, #SK-M436-6 & #SK-M436-7 issued herewith.

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- 2.73 Mechanical Drawing No. M440 - Fourth Floor, Ventilation, Block A-B South, (Drawing not re-issued herewith):**
- .1 Revise as shown on sketch #SK-M440-1 & #SK-M440-2 issued herewith.
- 2.74 Mechanical Drawing No. M440D - Fourth Floor, Ventilation, Block A-B South, Demolition (Drawing not re-issued herewith):**
- .1 Revise as shown on sketch #SK-M440D-1 issued herewith.
- 2.75 Mechanical Drawing No. M441D - Fourth Floor, Ventilation, Block C South, Demolition (Drawing not re-issued herewith):**
- .1 Notes revised as shown on sketch #SK-M441D-1 issued herewith.
- 2.76 Mechanical Drawing No. M442D - Fourth Floor, Ventilation, Block A-B North, Demolition (Drawing not re-issued herewith):**
- .1 Notes revised as shown on sketch #SK-M442D-1 issued herewith.
- 2.77 Mechanical Drawing No. M443D - Fourth Floor, Ventilation, Block C North, Demolition (Drawing not re-issued herewith):**
- .1 Notes revised as shown on sketch #SK-M443D-1 issued herewith.
- 2.78 Mechanical Drawing No. M444 - Fourth Floor, Ventilation, Block D-E (Drawing not re-issued herewith):**
- .1 Revise as shown on sketch #SK-M444-1, #SK-M444-2, #SK-M444-3, #SK-M444-4 & #SK-M444-5 issued herewith.
- 2.79 Mechanical Drawing No. M445 - Fourth Floor, Ventilation, Block E-F, (Drawing issued herewith):**
- .1 Revise as shown on drawing.
- 2.80 Mechanical Drawing No. M450 - Fifth Floor, Ventilation, Block A-B South (Drawing issued herewith):**
- .1 Revise as shown on drawing.
- 2.81 Mechanical Drawing No. M452 - Fifth Floor, Ventilation, Block A-B North (Drawing issued herewith):**
- .1 Revise as shown on drawing.
- 2.82 Mechanical Drawing No. M511 - First Floor, Heating, Block C South, New (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M511-1 issued herewith.
- 2.83 Mechanical Drawing No. M512 - First Floor, Heating, Block A-B North, New Work (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M512-1 issued herewith.

- .2 Revise services and add note to remove and re-install services in ceiling space of area that will have slab structurally re-inforced above as shown on sketch #SK-M512-2 issued herewith.

2.84 Mechanical Drawing No. M512D - First Floor, Heating, Block A-B North, Demolition (Drawing not re-issued):

- .1 Revise as shown on sketch #SK-M512D-1 issued herewith.

2.85 Mechanical Drawing No. M513 - First Floor, Heating, Block C North, New (Drawing not re-issued):

- .1 Revise as shown on sketch #SK-M513-1 issued herewith.

2.86 Mechanical Drawing No. M513D - First Floor, Heating, Block C North, Demo (Drawing not re-issued):

- .1 Note added to drawing as shown on sketch #SK-M513D-1 issued herewith.

2.87 Mechanical Drawing No. M514 - First Floor, Heating, Block D-E, New (Drawing not re-issued):

- .1 Notes revised as shown on sketch #SK-M514-1 issued herewith.

2.88 Mechanical Drawing No. M515 - First Floor, Heating, Block E-F, New (Drawing not re-issued):

- .1 Notes revised as shown on sketch #SK-M515-1 issued herewith.

2.89 Mechanical Drawing No. M516 - First Floor, Block G (Drawing not re-issued):

- .1 Refer to architect's instructions to revise as shown on sketch #SK-M516-1 issued herewith.
- .2 Provide separate price for reduced scope of work as shown on sketch SK-M516-2 issued herewith.

2.90 Mechanical Drawing No. M520 - Second Floor, Heating, Block A-B South, New (Drawing issued herewith):

- .1 Revise as shown on drawing.

2.91 Mechanical Drawing No. M520D - Second Floor, Heating, Block A-B South, Demo (Drawing issued herewith):

- .1 Revise as shown on drawing.

2.92 Mechanical Drawing No. M521 - Second Floor, Heating, Block C South, New (Drawing issued herewith):

- .1 Revise as shown on drawing.

2.93 Mechanical Drawing No. M521D - Second Floor, Heating, Block C South, Demo (Drawing issued herewith):

- .1 Revise as shown on drawing.

2.94 Mechanical Drawing No. M522 - Second Floor, Heating, Block A-B North, New (Drawing issued herewith):

- .1 Revise as shown on drawing.

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- 2.95 Mechanical Drawing No. M522D - Second Floor, Heating, Block A-B North, Demo (Drawing issued herewith):**
- .1 Revise as shown on drawing.
- 2.96 Mechanical Drawing No. M523 - Second Floor, Heating, Block C South, New (Drawing issued herewith):**
- .1 Revise as shown on drawing.
- 2.97 Mechanical Drawing No. M523D - Second Floor, Heating, Block C South, Demo (Drawing issued herewith):**
- .1 Revise as shown on drawing.
- 2.98 Mechanical Drawing No. M530D - Third Floor, Heating, Block A-B South, Demo (Drawing not re-issued):**
- .1 Notes modified as shown on sketch #SK-M530D-1 issued herewith.
- 2.99 Mechanical Drawing No. M531 - Third Floor, Heating, Block C South (Drawing not re-issued):**
- .1 Notes modified as shown on sketch #SK-M531-1 issued herewith.
- 2.100 Mechanical Drawing No. M535 - Third Floor, Heating, Block E-F (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M535-1 issued herewith.
- 2.101 Mechanical Drawing No. M545 - Fourth Floor, Heating, Block E-F (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M545-1 & #SK-M545-2 issued herewith.
- 2.102 Mechanical Drawing No. M555 - First Floor, Heating, Block E-F (Drawing not re-issued):**
- .1 Drawing # revised as shown on sketch #SK-M555-1 issued herewith.
- 2.103 Mechanical Drawing No. M601 - Fourth Floor, Block G North Lower (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M601-1 & #SK-M601-2 issued herewith.
- 2.104 Mechanical Drawing No. M602 - Fourth Floor, Block G North Upper (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M602-1, #SK-M602-2, #SK-M602-3 & #SK-M602-4 issued herewith.
- 2.105 Mechanical Drawing No. M603 - Fourth Floor, Block G South Lower (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M603-1, #SK-M603-2 & #SK-M603-3 issued herewith.
- 2.106 Mechanical Drawing No. M604 - Fourth Floor, Block G South Upper (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M604-1 & #SK-M604-2 issued herewith.

2.107 Mechanical Drawing No. M605 - Roof, Block G, Mechanical (Drawing not re-issued):

.1 Revise as shown on sketch #SK-M605-1 issued herewith.

2.108 Mechanical Drawing No. M606 - Fourth Floor, Block G, Sections #1, Mechanical (Drawing issued herewith):

.1 Revise as shown on drawing.

2.109 Mechanical Drawing No. M607 - Fourth Floor, Block G, Sections #2, Mechanical (Drawing issued herewith):

.1 Revise as shown on drawing.

2.110 Mechanical Drawing No. M608 - Block G, Sections #3, Mechanical (Drawing issued herewith):

.1 Revise as shown on drawing.

2.111 Mechanical Drawing No. M609 - Penthouse, Block D-E-F, Sections #4, Mechanical (Drawing deleted):

.1 Drawing deleted from the scope of work.

2.112 Mechanical Drawing No. M610 - Fifth Floor Penthouse, Block D Lower, Mechanical (Drawing not re-issued):

.1 Revise as shown on sketch #SK-M610-1, #SK-M610-2, #SK-M610-3 & #SK-M610-4 issued herewith.

2.113 Mechanical Drawing No. M611 - Fifth Floor Penthouse, Block D Upper, Mechanical (Drawing not re-issued):

.1 Revise as shown on sketch #SK-M611-1, #SK-M611-2, #SK-M611-3 & #SK-M611-4 issued herewith.

2.114 Mechanical Drawing No. M613 - Penthouse, Block D, Sections #3, Mechanical (Drawing issued herewith):

.1 Revise as shown on drawing.

2.115 Mechanical Drawing No. M614 - Penthouse, Block E, Sections #4, Mechanical (Drawing issued herewith):

.1 Revise as shown on drawing.

2.116 Mechanical Drawing No. M615 - Penthouse, Block F, Sections #5, Mechanical (Drawing issued herewith):

.1 New drawing added to the scope of work.

2.117 Mechanical Drawing No. M620 - Fifth Floor Penthouse, Block E Lower, Mechanical (Drawing not re-issued):

.1 Revise as shown on sketch #SK-M620-1, #SK-M620-2 & #SK-M620-3 issued herewith.

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- 2.118 Mechanical Drawing No. M621 - Fifth Floor Penthouse, Block E Upper, Mechanical (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M621-1, #SK-M621-2 & #SK-M621-3 issued herewith.
- 2.119 Mechanical Drawing No. M630 - Fifth Floor Penthouse, Block F North Lower, Mechanical (Drawing not re-issued):**
- .1 Drawing title revised as shown on sketch #SK-M630-1 issued herewith.
- .2 Revise as shown on sketch #SK-M630-2 & #SK-M630-3 issued herewith.
- 2.120 Mechanical Drawing No. M631 - Fifth Floor Penthouse, Block F North Upper (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M631-1, #SK-M631-2 & #SK-M631-3 issued herewith.
- 2.121 Mechanical Drawing No. M632 - Fifth Floor Penthouse, Block F South Lower (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M632-1 issued herewith.
- 2.122 Mechanical Drawing No. M636 - Fifth Floor, Diesel Generator Room (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M636-1 & #SK-M636-2.
- 2.123 Mechanical Drawing No. M711 - Plumbing Schematic, Medical Gases (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M711-3 issued herewith.
- 2.124 Mechanical Drawing No. M713 - Plumbing Schematic, Domestic Water #2 (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M713-1 issued herewith.
- 2.125 Mechanical Drawing No. M716 - Plumbing Schematic, Pneumatic Tube System (Drawing not re-issued):**
- .1 Revise drawing title to read; 'Plumbing Schematic, Pneumatic Tube System & Plumbing Part Plans
- .2 Add detail #5 Alternative Typical Private Washroom as per sketch #SK-M716-4 issued herewith.
- 2.126 Mechanical Drawing No. M721 - Medical Gases Details, Sheet #2, Mechanical (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M721-3 issued herewith.
- 2.127 Mechanical Drawing No. M730 - Fire Sprinkler Riser Diagram, New Addition (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M730-1 issued herewith.
- 2.128 Mechanical Drawing No. M741 - Ventilation Riser Diagram, Mechanical (Drawing issued herewith):**
- .1 Revise as shown on drawing.

2.129 Mechanical Drawing No. M742 - Heating and Cooling, Piping Riser Diagram (Drawing not re-issued):

- .1 Provide anchors on risers as shown on sketch #SK-M742-1, #SK-M742-2, #SK-M742-3 & #SK-M742-4 issued herewith.
- .2 Drawing # revised as shown on sketch #SK-M742-5 issued herewith.

2.130 Mechanical Drawing No. M750 - Schematics and Details #1, Hot Water Heating, Mechanical (Drawing not re-issued):

- .1 Revise as shown on sketch #SK-M750-1 & #SK-M750-2 issued herewith.

2.131 Mechanical Drawing No. M751 - Schematics and Details #2, Block A-B South, Cooling, Mechanical (Drawing not re-issued):

- .1 Revise as shown on sketch #SK-M751-1, #SK-M751-2 & #SK-M751-3 issued herewith.

2.132 Mechanical Drawing No. M752 - Schematics and Details #3, Steam, Mechanical (Drawing not re-issued):

- .1 Revise as shown on sketch #SK-M752-1 issued herewith.

2.133 Mechanical Drawing No. M753 - Schematics and Details #4, Misc HVAC, Mechanical (Drawing not re-issued):

- .1 Revise as shown on sketch #SK-M753-2 issued herewith.

2.134 Mechanical Drawing No. M756 - Schematics and Details #7, Misc. HVAC, Mechanical (Drawing not re-issued):

- .1 Revise as shown on sketch #SK-M756-1 issued herewith.

2.135 Mechanical Drawing No. M757 - Schematics and Details #8, HVAC Controls, Mechanical (Drawing not re-issued):

- .1 Revise as shown on sketch #SK-M757-1 issued herewith.
- .2 Add the following fans to control exhaust system - miscellaneous detail 14/M757:
F-97, F-98, F-99, F-100, F-101, F-102, F-103, F-104, F-107, F-108
- .3 Add fans F-105/F-105SB to isolation room control system detail 6/M757.
- .4 Add fan F-106 to stair pressurization fan system detail 9/M757.

2.136 Mechanical Drawing No. M758 - Schematics and Details #9 (Drawing not re-issued):

- .1 Revise as shown on sketch #SK-M758-1 issued herewith.

2.137 Mechanical Drawing No. M759 - Schematics and Details #10, Fuel System, Mechanical (Drawing not re-issued):

- .1 Additional transition sump complete with leak detection system added as shown on sketch #SK-M759-2 & #SK-M759-3 issued herewith.

2.138 Mechanical Drawing No. M761 - First - Fifth Floors, Ventilation, Block C North, Early Work Details (Drawing issued herewith):

.1 Revise as shown on drawing.

2.139 Mechanical Drawing No. M762 - Smoke Venting Matrix, Riser Diagram & Schematic, Block D & E (Drawing issued herewith):

.1 New smoke venting matrix drawing added to the scope of work.

2.140 Mechanical Drawing No. M763 - Smoke Venting Matrix, Riser Diagram & Schematic, Block F & G (Drawing issued herewith):

.1 New smoke venting matrix drawing added to the scope of work.

2.141 Mechanical Drawing No. M764 - Smoke Venting Details (Drawing issued herewith):

.1 New smoke venting details drawing added to the scope of work.

2.142 Mechanical Drawing No. M801 - Schedules #1, Mechanical (Drawing issued herewith):

.1 Revise as shown on drawing.

2.143 Mechanical Drawing No. M803 - Schedules #3 - Mechanical (Drawing not re-issued):

.1 Miscellaneous Equipment Schedule: For Equipment # ME-39 revise Location column (LOC'N) to: "Rad Treatment Block G / Lab. Area", revise Motor column (1PH.115V) to: "120V, 1PH, 29 AMPS." and Power Source column revise from Emergency (E) to normal (N) power.

2.144 Mechanical Drawing No. M804 - Schedules #4, Mechanical (Drawing issued herewith):

.1 Revise as shown on drawing.

2.145 Mechanical Drawing No. M805 - Schedules #5, Mechanical (Drawing issued herewith):

.1 Revise as shown on drawing.

2.146 Mechanical Drawing No. M910 - First Floor Fire Protection, Block A-B - South (Drawing not re-issued):

.1 Revise as shown on sketch SK-M910-3 issued herewith.

2.147 Mechanical Drawing No. M912 - First Floor Fire Protection, Block A-B - North (Drawing re-issued herewith):

.1 Revise as shown on drawing.

2.148 Mechanical Drawing No. M912D - First Floor Fire Protection, Block A-B - North, Demolition (Drawing not re-issued):

.1 Revise as shown on sketch SK-M912D-1 issued herewith.

2.149 Mechanical Drawing No. M913 - First Floor Fire Protection. Block C - North (Drawing not re-issued):

.1 Revise as shown on sketch SK-M913-6, SK-M913-7, SK-M913-8 issued herewith.

2.150 Mechanical Drawing No. M914 - First Floor Fire Protection. Block D-E - (Drawing not re-issued):

.1 Revise as shown on sketch SK-M914-1, SK-M914-2, SK-M914-3 issued herewith.

2.151 Mechanical Drawing No. M916 - First Floor Fire Protection. Block G - (Drawing not re-issued):

.1 Revise as shown on sketch SK-M916-7, SK-M916-8, SK-M916-9, SK-M916-10, SK-M916-11, SK-M916-12, SK-M916-13 issued herewith.

2.152 Mechanical Drawing No. M920 - Second Floor Fire Protection. Block A-B - South (Drawing not re-issued):

.1 Revise as shown on sketch SK-M920-1, SK-M920-2 issued herewith.

2.153 Mechanical Drawing No. M921 - Second Floor Fire Protection. Block C - South (Drawing not re-issued):

.1 Revise as shown on sketch SK-M921-5, SK-M921-6 issued herewith.

2.154 Mechanical Drawing No. M922 - Second Floor Fire Protection. Block A-B - North (Drawing not re-issued):

.1 Revise as shown on sketch SK-M922-1, SK-M922-2, SK-M922-3, SK-M922-4, SK-M922-5 issued herewith.

2.155 Mechanical Drawing No. M923 - Second Floor Fire Protection. Block C - North (Drawing not re-issued):

.1 Revise as shown on sketch SK-M923-1, SK-M923-2 issued herewith.

2.156 Mechanical Drawing No. M924 - Second Floor Fire Protection. Block D-E - (Drawing not re-issued):

.1 Revise as shown on sketch SK-M924-2, SK-M924-3, SK-M924-4, SK-M924-5, SK-M924-6, SK-M925-7, SK-M924-8 issued herewith.

2.157 Mechanical Drawing No. M925 - Second Floor Fire Protection. Block E-F - (Drawing not re-issued):

.1 Revise as shown on sketch SK-M925-6, SK-M925-7, SK-M925-8, SK-M925-9, SK-M925-10, SK-M925-11, SK-M925-12, SK-M925-13, SK-M925-14 issued herewith.

2.158 Mechanical Drawing No. M931 - Third Floor Fire Protection. Block C - South (Drawing not re-issued):

.1 Revise as shown on sketch SK-M931-1, SK-M931-2 issued herewith.

2.159 Mechanical Drawing No. M932 - Third Floor Fire Protection. Block A-B - North (Drawing not re-issued):

.1 Revise as shown on sketch SK-M932-1, SK-M932-2 issued herewith.

2.160 Mechanical Drawing No. M933 - Third Floor Fire Protection. Block C - North (Drawing not re-issued):

- .1 *Revise as shown on sketch SK-M933-1, SK-M933-2. SK-M933-3 issued herewith.*

End of Mechanical Addendum #M3

Documents, contract requirements, specifications, drawings and schedules for



Project Manual
ROYAL VICTORIA HOSPITAL
Phase One Redevelopment Project
201 Georgian Drive
Barrie, Ontario

Are amended as follows:

1. SPECIFICATIONS

1.1. Section 03 30 00 (R0), Cast-in-Place Concrete:

1.1.1. Revise Clause 2.3.16 to read as follows:

“16. Interior and roof concrete toppings where polypropylene fibre reinforcing is indicated on plans:

Provide normal density or semi low density concrete to give following properties:

- .1 Class of exposure: N
- .2 Cement: Type GU
- .3 Minimum compressive strength at 28 days: 25 MPa
- .4 Nominal size of coarse aggregate for:
 - Toppings between 35 and 50mm thick: 14mm
 - Thicker toppings: 20mm
- .5 Maximum water/cementing material ratio: 0.55
- .6 Slump prior to addition of fibres: 50mm to 110mm
- .7 Plastic fibre additive: apply at rate of 0.9 kg/m³. Add sufficient water reducing agent restore slump loss.
- .8 Slump at time and point of discharge, after addition of fibres and superplasticizers: 50mm to 110mm
- .9 Air-dry density: 1750 to 1850 kg/m³ (for concrete over existing slabs only; otherwise, use normal density concrete).”

1.2. Section 05 12 10 (R0), Structural Steel for Buildings:

1.2.1. Add Clause 2.1.22 as follows:

“22. Expansion anchors for blind bolting:
- Hollo Bolts manufactured by Lindapter North America.”

1.2.2. Revise Clause 2.2.1 to read as follows: “.1 Architecturally exposed structural steel consists of all the columns in the Lobby,”

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2. Drawings
- 2.1. Drawing S101 - GENERAL NOTES AND TYPICAL DETAILS
- 2.1.1. Add the following drawings to Structural Drawing List: S292 – West Canopy Plans, and S395 – West Canopy, Bus Shelter & Transformer Pad Plans and Sections.
- 2.2. Drawing S103 – PROJECT DETAILS
- 2.2.1. Revise Project Detail PD02/S103, add deck D4 and wall plate WP9 as shown on Sketch **SK-S103-3**.
- 2.2.2. Project detail PD03/S103: revise spacing of shaped HSS 89 x 89 (in Detail A/PD03) to be 600 o/c.
- 2.2.3. Revise Project detail PD05/S103 as shown on Sketch **SK-S103-4**.
- 2.2.4. Project Detail PD19: add Note # 6 as follows: "6. All sleeves must be formed, not core drilled".
- 2.2.5. Wall plate schedule – add WP5a: 700 x 450 x 1200, with 12-25 dia. studs x 200 embedment.
- 2.2.6. Floor and Roof Deck Schedule – Revise design note for deck types D1, D2 and D3 to read: "Design deck for DL, snow, uplift, diaphragm shear and other loads shown on reference plans, plan notes and specifications."
- 2.3. Drawing S105 - DEMOLITION PLANS PART LEVEL 1 & 2 - BLOCK A, B & C
- 2.3.1. Add the following note related to existing canopy footings on lines 8 and 9 west of A: "Cut canopy columns above flush with top of existing pier. Fill embedded column remains with concrete. Do not damage the existing grade beam between the piers."
- 2.3.2. Demolition plan - Part Level 2: Delete note to remove SA3 below along grid line Ex. V.
- 2.3.3. Demolition Plan – Part Level 2: reinforcing details for the walls to be removed near lines Q and R, between lines 3 and 5, are to be found of Drawings S226 and S236 (not S336 as indicated).
- 2.4. Drawing S106 - DEMOLITION PLAN PART LEVEL 3 - BLOCK A, B & C
- 2.4.1. Stair wall on line J south of line 1: Cut new 1350 x 1350 wall opening through the existing concrete wall below (beside the new door opening below). Locate top of the opening to be 300 below the u/s of the existing slab.
- 2.4.2. Add note to remove SA3 along grid line Ex. V in the same position as was previously shown on drawing S105.
- 2.4.3. Reinforcing for the walls below to be removed (near lines Q and R, between lines 3 and 5) is shown on Drawings S236, not S237.
- 2.5. Drawing S107 - DEMOLITION PLANS PART LEVEL 4 & 5 - BLOCK A, B & C
- 2.5.1. Delete Elevation 5A/S107.
- 2.5.2. Revise Elevation 5C/S107 as shown on Sketch **SK-S107-2**.
- 2.6. Drawing S111 - FOUNDATION, BASEMENT, AND LEVEL 1 REFERENCE PLAN
- 2.6.1. Add Foundation, Basement and Level 1 Plan Note # 14as follows: "14. Assumed locations of existing (abandoned or removed) underground services are indicated on foundation plans. Excavate to undisturbed soil and provide engineered fill or lean concrete as required to achieve the assumed footing bearing resistance. Where bored piles or geopiers are used, extend to undisturbed soil."

- 2.6.2. Underpinning and Temporary Shoring of the Existing Structure Note #1: Concrete underpinning sections are shown on plan as 1, 2, 3, 1, 2, 3 (underpinning can simultaneously occur only at 1/3 length of the wall being underpinned). Maximum length of an underpinning section not to exceed 800 mm (unless shorter sections are shown on plan).
- 2.7. Drawing S112 - LEVEL 2 REFERENCE PLAN
- 2.7.1. The Electrical shed (to be found on Drawing S393) is not existing - only foundations and floor slab are.
- 2.7.2. Add note at area that is being reinforced for Health Records relocation in the area approximately along Ex. Grid F, between Ex. 4 and Ex. 8: "Slab is reinforced for LL=10 kPa. Existing health records cabinet weight to be confirmed on site prior to move."
- 2.8. Drawing S113 - LEVEL 3 REFERENCE PLAN
- 2.8.1. The Electrical shed (to be found on Drawing S393) is not existing - only foundations and floor slab are.
- 2.9. Drawing S115 - LEVEL 5 (P/H FLOOR) REFERENCE PLAN
- 2.9.1. Revise Level 5 Framing Plan Note # 8 to read as follows: " 8. All Penthouse steel column bases shall be encased in concrete, see architectural drawings for dimensions. Reinforce with 8-20V + 10@200 ties."
- 2.9.2. Add Level 5 Framing Plan Note # 11 as follows: "11. Roof deck is designed for diaphragm action. Factored shear is 6.0 kN/m unless otherwise noted on plan."
- 2.10. Drawing S116 - LOW ROOF & P/H ROOF REFERENCE PLANS
- 2.10.1. Add Penthouse Roof Framing Plan Note #9 as follows: "9. Steel beams for stack guywire attachments are shown for bidding purposes only. Coordinate layout and locations with stack supplier."
- 2.11. Drawing S215 - FOUNDATION, BASEMENT AND LEVEL 1 PLAN - BLOCK D
- 2.11.1. Delete Drawing S215 issued for RFP and replace with Drawing S215, issued for Addendum #3, dated August 11, 2008.
- 2.12. Drawing S216 - FOUNDATION, BASEMENT AND LEVEL 1 PLAN - BLOCK E
- 2.12.1. Delete Drawing S216 issued for RFP and replace with Drawing S216, issued for Addendum #3, dated August 11, 2008
- 2.13. Drawing S217 - FOUNDATION, BASEMENT AND LEVEL 1 PLAN - BLOCK F
- 2.13.1. Delete Drawing S217 issued for RFP and replace with Drawing S217, issued for Addendum #3, dated August 11, 2008
- 2.14. Drawing S218 - FOUNDATION AND LEVEL 1 PLAN - BLOCK G
- 2.14.1. Delete Drawing S218 issued for RFP and replace with Drawing S218, issued for Addendum #3, dated August 11, 2008.

- 2.15. Drawing S226 - LEVEL 2 FRAMING PLAN - BLOCK E
- 2.15.1. Part Level 2 Framing Plan –Block A & B North: Revise reinforcing of the existing slab at Health Records as shown on Sketch **SK-S226-1**.
- 2.16. Drawing S227 - LEVEL 2 FRAMING PLAN - BLOCK F
- 2.16.1. Revise plan as shown on Sketches **SK-S227-3** and **SK-S227-4**.
- 2.16.2. Add 250 stair midlanding slab west of line BB between lines 22 and 24; reinforce with 15@300 B (N-S). Provide 75 ledge all around with 15@300 dowels, as well as cast in angles (per project detail) for stair supports.
- 2.17. Drawing S228 - LEVEL 2 FRAMING PLAN - BLOCK G
- 2.17.1. Revise exterior stair as shown on Sketch **SK-S228-1**.
- 2.17.2. Part Level 2 Framing Plan – Tunnel Roof and Main Canopy: provide dowels from tunnel roof to landscaping walls, see details on Drawing S393.
- 2.18. Drawing S235 - LEVEL 3 FRAMING PLAN - BLOCK D
- 2.18.1. (Reference Sketch SK-S235-1 issued with Addendum #1): Add 15@200T full width of all stair midlandings (in east-west direction), within the corner slab overhang (where existing). See sketch SK-S255-1 of this Addendum for similar condition. Show cast in angles per PD02/S103 at edge of stair landings. This applies for all steel stair midlandings and landings at all levels.
- 2.19. Drawing S236 - LEVEL 3 FRAMING PLAN - BLOCK E
- 2.19.1. Revise framing and add Shaft Roof Part Plan as shown on Sketch **SK-S236-2**.
- 2.20. Drawing S237 - LEVEL 3 FRAMING PLAN - BLOCK F
- 2.20.1. Revise plan as shown on Sketch **SK-S237-3**.
- 2.20.2. Part Level 3 Framing Plan – Block F North: Delete SL2 at roof edge along line ex.V (only SL1 and bent plate exist, see sections).
- 2.21. Drawing S238 - LEVEL 3 FRAMING PLAN - BLOCK G
- 2.21.1. Revise Part Level 3 Framing plan as shown on Sketch **SK-S238-2**.
- 2.21.2. Revise section marked through line RR near line 23 as C3K/S431 (sim. to) to be C3Q/S431.
- 2.22. Drawing S245 - LEVEL 4 FRAMING PLAN - BLOCK D
- 2.22.1. Define link column base plates (indicated with a note near K/19) to be 400 x 20 x 400 + 4-25dia. studs x 200 lg @ 300 o/c. Connect columns to base plates for Vf= 100, Tf=100.
- 2.23. Drawing S247 - LEVEL 4 FRAMING PLAN - BLOCK F
- 2.23.1. Revise plan as shown on Sketch **SK-S247-1**.
- 2.23.2. Define link column base plates (indicated with a note near BB/19) to be 400 x 20 x 400 + 4-25dia. studs x 200 lg @ 300 o/c. Connect columns to base plates for Vf= 100, Tf=100.

- 2.24. Drawing S255 - LEVEL 5 (P/H FLOOR) FRAMING PLAN - BLOCK D
- 2.24.1. Revise stair mid-landing framing as shown on Sketch **SK-S255-1**, to reflect SK-235-1 (issued with Addendum #1), and item 2.18.1 of this Addendum (the drawing was re-issued with Addendum #1 without the changes incorporated).
- 2.24.2. Revise section marked through line Hx near line 4 from 5QQ/S351 to 5QQ/S352.
- 2.24.3. Revise framing shown for wall WD4 - elevator opening above is for a single door as per architectural. At south end of wall WD4, add note "Widen curb to edge of wall".
- 2.25. Drawing S256 - LEVEL 5 (P/H FLOOR) FRAMING PLAN - BLOCK E
- 2.25.1. Revise stair mid-landing framing as shown on Sketch **SK-S256-1**, to reflect SK-235-1 (issued with Addendum #1), and item 2.18.1 of this Addendum (the drawing was re-issued with Addendum #1 without the changes incorporated).
- 2.26. Drawing S257 - LEVEL 5 (P/H FLOOR) FRAMING PLAN - BLOCK F
- 2.26.1. Revise link plan as shown on Sketches **SK-S257-1** and **SK-S257-2**.
- 2.26.2. Revise framing as shown on Sketches **SK-257-3** and **SK-S257-4**.
- 2.26.3. Elevator Roof Framing Plan Block F: Revise W200x59 beam to be W250x73.
- 2.27. Drawing S258 - LEVEL 5 (P/H FLOOR) FRAMING PLAN - BLOCK G
- 2.27.1. Revise plan as shown on Sketch **SK-S258-1**.
- 2.27.2. Revise top of concrete wall elevation on line MM between 5 and 11 to be +500.
- 2.28. Drawing S268 - LOBBY ROOF AND CANCER CENTER LOW ROOF FRAMING PLAN
- 2.28.1. Revise framing as shown on Sketch **SK-S268-2**.
- 2.28.2. Delete bracing BR indicated south of line 9, between lines HH and JJ.
- 2.29. Drawing S275 - P/H ROOF FRAMING PLAN – BLOCK D
- 2.29.1. Elevator Roof Framing Plan Block D: Revise top of slab elevation to -1600. Add section mark PH14/S361 through the south wall looking west.
- 2.29.2. Add wall plates WP1 at each end of beams SBM108 located in area 9-10 / A-B.
- 2.29.3. Detail A/S275: there are two WP's at each of the locations shown, see section for size.
- 2.29.4. Revise section mark PH4/S361 cut through line 19 near line G to be PH13/S361.
- 2.29.5. Mark section PH14/S361 through line 19 near line Fx, looking west.
- 2.30. Drawing S276 - P/H ROOF FRAMING PLAN – BLOCK E
- 2.30.1. Add wall plates WP1 at each end of beams SBM108 located in area 9-11 / M-N, and at ends of two HSS's north of line 9.
- 2.30.2. Revise roof framing as shown on Sketch **SK-S276-1**.

- 2.31. Drawing S277 - P/H ROOF FRAMING PLAN – BLOCK F
- 2.31.1. Revise section mark PH4/S361 cut through line 22, east of line FF to be PH13/S361.
- 2.31.2. Mark section PH4/S361 (sim. to) cut through line 22, near line FF, looking west.
- 2.31.3. Add wall plates WP1 at each end of beams SBM108 located in area 9-11 / Y-Z, and at ends of two HSS's north of line 9.
- 2.31.4. Revise link framing as shown on Sketch **SK-S277-1**.
- 2.31.5. Define axial force to be $A_f=130$ at beams marked with A_f in link roof framing south of grid line 22.
- 2.32. Drawing S291 - LODGE CANOPY PLANS AND DETAILS
- 2.32.1. Revise lodge canopy roof plan and section LC1/S291, and add section B/S291 as shown on Sketch **SK-S291-1**.
- 2.33. Drawing S292 – WEST CANOPY PLANS (New Drawing)
- 2.33.1. Add drawing **S292**, issued for Addendum #3, dated August 11, 2008.
- 2.34. Drawing S315 - PATIENT BLOCK FOUNDATION SECTIONS - SHEET 5
- 2.34.1. Section F31/S315: revise the key at midlanding to be 75, and dowels to be 15@300.
- 2.35. Drawing S316 - PATIENT BLOCK FOUNDATION SECTIONS - SHEET 6
- 2.35.1. Section F41/S316: indicate that the existing mechanical service behind (crossing under the footing) shall be encased in concrete per T3103/S101.
- 2.36. Drawing S317 - PATIENT BLOCK FOUNDATION SECTIONS - SHEET 7
- 2.36.1. Sections F46A/S312, F51/S312: delete concrete topping for slope, and slope bottom of lost metal form instead.
- 2.36.2. Section F52/S317: provide lean concrete fill under the footing down to u/s of the new watermain.
- 2.37. Drawing S321 - PATIENT BLOCK LEVEL 2 SECTIONS
- 2.37.1. Revise Sections 2D/S321 and 2E/S321 as shown on Sketches **SK-S321-2** and **SK-S321-3**.
- 2.37.2. Section 2H/S321: HSS marked to be 508 x 305 is actually HSS 457x152.
- 2.37.3. Delete sections A/S321, B/S321, C/S321 and D/S321.
- 2.38. Drawing S331 - PATIENT BLOCK LEVEL 3 SECTIONS - SHEET 1
- 2.38.1. Revise Sections 3G/S331 and 3H/S331 as shown on Sketch **SK-S331-2**.
- 2.39. Drawing S332 - PATIENT BLOCK LEVEL 3 SECTIONS - SHEET 1
- 2.39.1. Sections 3QQ/S332, A/S332: replace 25dia. A490 bolts with 30 dia. threaded rods; provide 8 threaded rods ea. end of reinforcing plate. Epoxy grout for tight fit as required.

- 2.40. Drawing S333 - PATIENT BLOCK LEVEL 3 SECTIONS - SHEET 3
- 2.40.1. Sections 3XX/S333, A/S333: replace 25dia. A490 bolts with 30 dia. threaded rods; provide 4 threaded rods ea. end of reinforcing plate. Epoxy grout for tight fit as required.
- 2.40.2. Add Sections 3YY/S333 and 3ZZ/S333 as shown on Sketch **SK-S333-1**.
- 2.40.3. Add Sections LS1, LS2, LS2A and LS3 /S333 as shown on Sketches **SK-S333-2** and **SK-S333-3**.
- 2.41. Drawing S341 - PATIENT BLOCK LEVEL 4 SECTIONS
- 2.41.1. Section 4P/S341: revise DCA to be 16 dia.
- 2.42. Drawing S351 - PATIENT BLOCK LEVEL 5 (P/H FLOOR) SECTIONS - SHEET 1
- 2.42.1. Revise sections 5A/S351 and 5L/S351 as shown on Sketch **SK-S351-2**.
- 2.42.2. Section 5S/S351: Revise top of pier surrounding column to be at the same elevation as top of curb.
- 2.42.3. Revise section 5V/S351 as shown on Sketch **SK-S351-3**.
- 2.43. Drawing S352 - PATIENT BLOCK LEVEL 5 (P/H FLOOR) SECTIONS - SHEET 2
- 2.43.1. Revise sections 5X/S352 and 5Y/S352 as shown on Sketch **SK-S352-4**.
- 2.43.2. Sections 5Z/S352 and 5Za/S352: curb reinforcing to be as per 5E/S351 (typ.); provide pockets for HSS posts as required.
- 2.43.3. Revise sections 5CC/S352 and 5CCA/S352 and add section 5CCB/S352 as shown on Sketch **SK-S352-5**.
- 2.43.4. Section 5DD/S352: replace C girt with cast in angle at top of curb, see elevation.
- 2.43.5. Revise section 5EE/S352 as shown on Sketch **SK-S352-6**.
- 2.43.6. Sections 5JJ/S352 and 5KK/s352: small curbs to be 140 wide, reinforced with 2-10H + 10@300 dowels.
- 2.43.7. Section 5NN/S352: bent plate at top of curb to be provided by misc. steel.
- 2.43.8. Add section 5TT/S352 and 5UU/352 as shown on Sketch **SK-S352-7**.
- 2.44. Drawing S361 - PATIENT BLOCK P/H ROOF SECTIONS
- 2.44.1. Section PH1/S361: connect C250 bracket for $M_f=20kNm$.
- 2.44.2. Section PH2A/S361: connect diagonal bracing for $A_f=50kN$.
- 2.44.3. Revise sections PH5/S361, PH10/S361, PH8/S361 and PH11/S361 as shown on Sketches **SK-S361-1** and **SK-361-2**.
- 2.44.4. Section PH9/S361: replace deck edge stiffeners shown with cont. L76x76x6.4 at each side of the expansion joint above the C250's.
- 2.44.5. Section PH12/S361: Revise parapet stub posts to be C75x9 (as in section PH1/S361); Replace W200 bracket @ mid-span with C250x23 brackets welded at each column location; delete sag rod; replace deck edge stiffener shown with L76x76x6.4.
- 2.44.6. Add sections PH13/S361 and PH14/S361 as shown on Sketch **SK-361-3**.

- 2.45. Drawing S393 - MAIN CANOPY, ELECTRICAL SHED & LANDSCAPING SECTIONS
- 2.45.1. Add note #3 to Typical Landscape Details notes as follows: "3. All reinforcing steel to be epoxy coated unless noted."
- 2.45.2. Revise section MC1/S393 as shown on Sketch **SK-S393-1**.
- 2.45.3. Revise sections LW6/S393, LW7/S393, and LW10/S393 as shown on Sketch **SK-S393-2**.
- 2.45.4. Add section LW12/S393 as shown on Sketch **SK-S393-3**.
- 2.45.5. Section LW1/S393: wall height to be *Max.* 1200; footing projections to be 200 each side.
- 2.45.6. Section LW2/S393: Footing reinforcing steel to be black.
- 2.45.7. Section LW3/S393: footing to be 200 thick.
- 2.45.8. Section LW8/S393 is for Typical Stone Podium.
- 2.45.9. Section LW9/S393: wall height to be *Max.* 1200.
- 2.46. Drawing S395 - WEST CANOPY, BUS SHELTER & TRANSFORMER PAD PLANS & SECTIONS (New Drawing)
- 2.46.1. Add drawing **S395**, issued for Addendum #3, dated August 11, 2008.
- 2.47. Drawing S411 - CANCER CENTRE FOUNDATION SECTIONS – SHEET 1
- 2.47.1. Revise Section FC7/S411 as shown on Sketch **SK-S411-1**.
- 2.48. Drawing S412 - CANCER CENTRE FOUNDATION SECTIONS – SHEET 2
- 2.48.1. Delete Drawing S412 issued for RFP and replace with drawing **S412**, issued for Addendum #3, dated August 11, 2008
- 2.49. Drawing S421 - CANCER CENTRE LEVEL 2 SECTIONS
- 2.49.1. Section C2B/S421: delete 140 curb shown in the section.
- 2.49.2. Revise Section C2G/S421 as shown on Sketch **SK-S421-1**.
- 2.50. Drawing S431 - CANCER CENTRE LEVEL 3 SECTIONS
- 2.50.1. Section C3B/S431: revise bent plate to be 8 mm thick.
- 2.50.2. Revise Section C3K/S431 as shown on Sketch **SK-S431-1**.
- 2.50.3. Revise section C3P/S431 and add section C3Q/S431 as shown on Sketch **SK-S431-2**.
- 2.51. Drawing S441 - CANCER CENTRE LEVEL 4
- 2.51.1. Section C4L/S441: provide pockets in monolithic concrete topping as required for HSS post installation.
- 2.51.2. Section C4M/S441: provide pockets in monolithic concrete topping for columns. Carry columns to top of structural slab. Fill pockets with grout after column installation.
- 2.51.3. Revise Sections C4P and C4Pa/S441 as shown on Sketch **SK-S441-1**.

- 2.52. Drawing S451 - CANCER CENTRE LEVEL 5 AND ROOF SECTIONS
- 2.52.1. Revise Section C5K/S451 and add Section C5L/S451 as shown on Sketch **SK-S451-2**.
- 2.52.2. Section LR16/S451: revise continuous angle supporting metal siding to be L 152 x 89 x 7.9 (LLV); revise channel brackets at each cross beam to be C 250 x 23.
- 2.53. Drawing S511 - PATIENT BLOCK COLUMN SCHEDULE - SHEET 1
- 2.53.1. Revise base plates for columns G-6, Hx-6, L-11, M-11, S-6 and Tx-6 to be BP3a.
- 2.53.2. Revise base plates for columns Fx-6, N-14, P-11, P-14 and Rx-6 to be BP10.
- 2.53.3. Add col. Rx-6 to schedule, to be the same as column Tx-6.
- 2.54. Drawing S512 - PATIENT BLOCK COLUMN SCHEDULE - SHEET 2
- 2.54.1. Revise base plates for columns Z-11, Z-14, AA-11, AA-14, EEx-6, and Y-11 to be BP10.
- 2.54.2. Revise base plates for columns W-11 and GGx-6 to be BP3a.
- 2.54.3. Revise base plate for column Ggy-20x to be BP8.
- 2.54.4. Revise base plate for column HH-20x to be BP7.
- 2.54.5. Revise columns LL-9 and LL-10a to be 600 dia. (below level 3 only). Reinforcing unchanged.
- 2.54.6. Add column GGw-19 to schedule, size W250x73, base plate BP8, extending from 1800 above level 5 to penthouse roof.
- 2.55. Drawing S521 - CANCER CENTRE COLUMN SCHEDULE
- 2.55.1. Add base plates BP3/BP3a and BP10, and revise base plate BP8 as shown on Sketch **SK-S521-1**.
- 2.55.2. Base plate BP5: delete upper plate (connected to cast in plate with 4 threaded rods), and weld column to cast in plate.
- 2.55.3. Add drawing note #2 as follows: "2. At base plates marked with *, reduce anchor bolt embedment length to 200 mm".
- 2.56. Drawing S531 - PATIENT BLOCK SHEAR WALL SCHEDULE – SHEET 1
- 2.56.1. Detail D/S531 is for typical openings through walls; the width of opening varies; the reinforcing indicated is typical unless otherwise noted.
- 2.56.2. Shear Wall WD4: add 3-25 HEF above the elevator door openings at each level, full length of that wall. Remainder per D/S531.
- 2.57. Drawing S532 - PATIENT BLOCK SHEAR WALL SCHEDULE – SHEET 2
- 2.57.1. Shear Wall WE2: indicate door opening through the north wall, located at midlanding above Level 3.
- 2.58. Drawing S533 - PATIENT BLOCK SHEAR WALL SCHEDULE – SHEET 3
- 2.58.1. Shear Wall WF4: delete wall segment shown on line HH just north of line 19 (no concrete between the two elevator door openings at levels 1, 2, 3 and 4). Add 3-25 HEF above the elevator door openings at each level, full length of that wall. Remainder per D/S531.

- 2.59. Drawing S541 - CANCER CENTRE SHEAR WALL SCHEDULE
- 2.59.1. Shear Wall WG4: Add 3-25 HEF above all the elevator door openings at each level, full length of those walls. Remainder per D/S531.
- 2.60. Drawing S551 - PATIENT BLOCK PENTHOUSE ELEVATIONS - SHEET 1
- 2.60.1. Delete Drawing S551 issued for RFP and replace with drawing **S551**, issued for Addendum #3, dated August 11, 2008.
- 2.61. Drawing S552 - PATIENT BLOCK PENTHOUSE ELEVATIONS - SHEET 2
- 2.61.1. Delete Drawing S552 issued for RFP and replace with drawing **S552**, issued for Addendum #3, dated August 11, 2008.
- 2.62. Drawing S553 - GLAZED WALL ELEVATIONS
- 2.62.1. Delete Drawing S553 issued for RFP and replace with drawing **S553**, issued for Addendum #3, dated August 11, 2008.
- 2.63. Drawing S561 - CANCER CENTRE PENTHOUSE ELEVATIONS
- 2.63.1. Elevation CC1/S561: revise HSS and drilled in plate at level 4 between MM and NN to be HSS 178 x 178 x 13 + 400 x 12 PL.; DCA unchanged.
- 2.63.2. Elevation CC3/S561: add 6mm bent plate to girt G6 between lines 13 and 15, see architectural detail.
- 2.63.3. Elevation CC6/S561, between lines 15 and 18: revise girts G6 become G4; see details C5K and C5L/S451 for HSS 127x127 stubs; revise u/s of W690 beam to be at el. +100.

Attachments:

Drawings:

S215	S216	S217
S218	S292	S395
S412	S551	S552
S553		

Sketches:

SK-S103-3 & 4	SK-S107-2	SK-S226-1
SK-S227-3 & 4	SK-S228-1	SK-S236-2
SK-S237-3	SK-S238-2	SK-S247-1
SK-S255-1	SK-S256-1	SK-S257-1 to 4
SK-S258-1	SK-S268-2	SK-S276-1
SK-S277-1	SK-S291-1	SK-S321-2 & 3
SK-S331-2	SK-S333-1 to 3	SK-S351-2 & 3
SK-S352-4 to 7	SK-S361-1 to 3	SK-S393-1 to 3
SK-S411-1	SK-S421-1	SK-S431-1 & 2
SK-S441-1	SK-S451-2	SK-S521-1

- End of Addendum -

Documents, contract requirements, specifications, drawings and schedules for



Project Manual
ROYAL VICTORIA HOSPITAL
Phase One Redevelopment Project
201 Georgian Drive
Barrie, Ontario

Are amended as follows:

A4-1 General Notes:

- .1 **Salvage Items:** Coordinate Removal, Turnover and Storage of existing Donor Wall and wood panelling at Level 2 Entrance, as well as wall mounted wooden relief sculpture, as directed by the *Consultant*.
- .2 **Applied Hardware Device Considerations for Conduit application at the Portal.**
 - .1 Pair of Doors Fire-Rated with Auto Operators and Exit Devices: Non Security
 - .1 Service power 120VAC;
 - .2 System Integration Point – SIP box provided by 08 71 00;
 - .3 Application may include a power transfer device for exit device retraction system – hinge or EPT;
 - .4 Power supply for electric latch retraction application;
 - .5 Conduit to push buttons/ actuator switches;
 - .6 Low volt application wire for all electrical devices;
 - .7 Fire system interface to power supply.
 - .2 Pair of Doors Non-Rated with Auto Operators and Exit Devices: Non Security
 - .1 Service power 120VAC-System Integration Point – SIP box provided by 08 71 00;
 - .2 Application may include a power transfer device for exit device retraction system – hinge or EPT;
 - .3 Power supply for electric latch retraction application;
 - .4 Conduit to push buttons/ actuator switches;
 - .5 Low volt application wire for all electrical devices.
 - .3 Pair of Doors Non-Rated with Auto Operators and Exit Devices: Security
 - .1 Service power 120VAC;
 - .2 System Integration Point – SIP box provided by 08 71 00;
 - .3 Access system connection to the SIP with dry relay configuration to provide activating switching;
 - .4 Application may include a power transfer device for exit device retraction system – hinge or EPT;

- .5 Power supply for electric latch retraction application;
- .6 Conduit to push buttons/ actuator switches;
- .7 Low volt application wire for all electrical devices.
- .4 Pair of Doors Non-Rated with Auto Operators and Exit Devices + Magnetic Locks: Security
 - .1 Service power 120VAC;
 - .2 System Integration Point – SIP box provided by 08 71 00;
 - .3 Access system connection to the SIP with dry relay configuration to provide activating switching;
 - .4 Application may include a power transfer device for exit device retraction system – hinge or EPT;
 - .5 Power supply for electric latch retraction application + magnetic locks;
 - .6 Conduit to push buttons/ actuator switches;
 - .7 Low volt application wire for all electrical devices;
 - .8 Pull station application and connection to SIP.
- .5 Allow for the installation and set up for this type of hardware for your section, if applicable. It is the intention of this information to avoid further costs to related trades as a result of the hardware schedule being issued at a later date. If there are further details required to price your section effectively, forward them to the *Consultant* for review.
- .3 **Detailed "Typical Hardware" Descriptions for General Tender Package:** The following is a list of typical hardware types that can be expected on this project
 - .1 Pair of Doors Fire-Rated with Auto Operators and Exit Devices: Non Security
 - .2 Please allow for the installation and set up for this type of hardware for your section, if applicable. It is the intention of this information to avoid further costs to related trades as a result of the hardware schedule being issued at a later date. If there are further details required to price your section effectively, please forward them to the *Consultant* for review.
 - .3 This project will include, but is not limited to, the following hardware items;
 - .1 Hinges: For the majority of the project, standard concealed bearing butt hinges will be used, however, please allow for the installation of stainless steel or aluminum continuous hinges in selected areas such as corridor doors and treatment room doors. Doors equipped with power operators will have continuous hinges, as well as power transfers for electric hardware.
 - .2 Locksets will be heavy-duty lever mortise locks. All Jocks will be equipped with removable core cylinders, construction keyed, with permanent cores being installed by the owner.
 - .3 Exit devices on single doors will be heavy-duty stainless steel push pad type devices, with either lever trim or pull handle trim. Pairs of doors will be equipped with concealed vertical rod devices, less bottom rod with mid mounted mortise locks in each leaf on fire rated applications, also with lever or cylinder trim. Devices on perimeter emergency department doors and all power operated doors will be equipped with electrical latch retraction and other electrical options. The hardware installation or door manufacturing sections may have to prepare the door, but the electrical sections will be required to make the electrical connections.

- .4 Closers on hollow metal or wood doors will be surface mounted. Provide for the installation of through bolt mounting on fire rated wood doors, if any, and selected high traffic doors. The hardware installation section will be required to adjust the closers after the air handling system has been balanced. Aluminum doors will be equipped with concealed closers. Some doors will require the closer plates to be cut to allow for concealed overhead stops.

A4-2 01 21 00 (RO) Allowances dated June 16, 2008. Revise section as follows:

REVISE 1.2.13 Cash Allowances as follows: The total of cash allowances to be included in the Guaranteed Price is: Ten million, two hundred fifteen thousand dollars (**\$10,215,000.00**) in Canadian funds

REVISE 1.2.14.7 Cash Allowance for Egress as follows:
Allowances for Egress.....**\$2,725,000**

A4-3 01 35 00 (RO) Project Coordination dated June 16, 2008. Revise section as follows:

ADD

1.6 Coordination For Owner Supplied Equipment and Systems

- .5 The final selection of major equipment, such as linear accelerators, MRI, CT and Angio equipment will have a potential need for design coordination to suit final equipment configurations. The final location of isocentre, devices, switches, panels, millwork and pit infill is to be provided by Owner no more than 12 months before the scheduled completion of phase 1A.

A4-4 04 21 00 (RO) Unit Masonry dated June 16, 2008. Revise section as follows:

ADD 2.6.4: Where shown on the drawings as sheet metal flashing: install flexible masonry flashing on formed galvanized metal flashing; for caulking bedding and lapping of metal, use plastic cement.

ADD 3.2.13 as follows:

.13 Masonry Compartmentalization:

- .1 Provide 75 mm wide surface on SPFI for baffle. Cut high spots to uniform SPFI depth of 70 mm;
- .2 Provide vertical airspace compartmentalization seal at 1200 mm and 2400 mm from each corner;
- .3 Provide vertical airspace compartmentalization seal at maximum 4000 mm from centre of wall.

ADD 3.11 as follows, (re-number subsequent existing paragraph numbers accordingly)

3.11 PRE-MANUFACTURED RADIATION SHIELDING BLOCKS

- .1 Proprietary block, high density grout and custom chevron shaped multi wythe wall ties as per Section 13 49 00, Radiation Protection.
- .2 Install pre-manufactured block in accordance Section 13 49 00, the manufacturer's written instructions and as shown.
- .3 Cooperate with the Owner's Project Manager and the Hospital Radiation Protection Officer to document the installation(s).

A4-5 04 43 26 (RO) Dimensioned Stone Veneer Cladding dated June 16, 2008. Revise section as follows:

REVISE 1.7 Submittals

- 3.2 Submit 2 samples of each stone type to illustrate colour, pattern range and finish texture. Submit 2 samples of stone illustrating epoxy corner.

ADD 1.13 Protection

- .1 Conform to CAN3 A371-M, Clause 4.16, using materials and methods to effect protection subject to review.
- .2 Protect stone and other Work from marking, mortar droppings and other damage.
- .3 Further to CSA A321, maintain temporary bracing until permanent lateral support is in place.
- .4 Securely box and protect projecting corners, pavers panels and other similar items liable to injury, with substantial wood boarding and plywood, placed and held in position.
- .5 During installation, cover tops of veneer units when work is not in progress and until protected by completed construction. Cover with non-staining waterproof material to overhang top edges of wall by a minimum of 600 mm and secure to prevent dislodgement.

2.3 Stone Materials

ADD.2 Limestone Quality Requirements

- .1 Limit size of inclusions in stone to a maximum 25 mm diameter.
- .2 Limit edge chips to a maximum of 6 mm along each edge and a maximum depth of 3 mm.
- .3 Finish surfaces shall have no visible evidence of machining from mechanical polishing and abrasives.
- .4 Veining and colour of adjacent units shall have a consistent uniform appearance.
- .5 Acceptable veining and colour will be determined by inspection of units laid out at Site of fabrication.
- .6 Stone received on Site with defects in excessive of above will be rejected.

ADD (in addition to mortar installation in spec) 3.8 Installation with Anchor System

- .1 Provide wall anchoring system and associated attachments and components, including bolts and installation instructions.
- .2 Clean exposed surfaces of limestone by washing with stiff fibre brush and clean water.
- .3 Clean and install anchors, dowels and cramps, setting in epoxy cement. Provide dielectric separation between dissimilar metals in contact.
- .4 All stone surfaces not thoroughly wet shall be drenched with clear water prior to setting.
- .5 Set limestone plumb, true, level with even bearing on support devices. Completely fill anchor, dowel and lifting holes with compressible filler.
- .6 Set interior wall slabs firmly against mortar spots located at or near anchors and spaced at 400 mm maximum apart over back of slab.
- .7 Make all joints uniform 10 mm width unless noted otherwise. Place non-staining resilient cushions where required at least one joint width back from face to maintain joint width. Rake out joints for pointing after setting mortar has set.
- .8 Where stones bear on mortar bed, provide full bed of mortar with no voids. Dampen masonry or concrete bearing surfaces and stone before applying mortar and setting stone.

- .9 Use only plastic weephole vents. Provide each compartment with top and bottom venting through open joints containing vents in exterior stone wythe, and spaced approximately every 1200 mm oc horizontally in top and base course, and over openings for windows and doors, etc. Place bottom vent of each compartment directly over through-wall flashing. Ensure vent openings are kept free of mortar. Draw clean-out ropes out of vents at completion of Work.
- .10 Erect stone in accordance with stone supplier's instructions and erection drawings.
- .11 Arrange stone pattern to provide a consistent joint width of 6 mm.
- .12 Install sealant and backing rod at joints.
- .13 Install cavity vents at top of each cavity space, at spacing of every other vertical joint, horizontally.
- .14 Install weeps in vertical stone joints at every other vertical joint, horizontally; immediately above horizontal flashings, above shelf angles and supports and at bottom of walls. Do not permit mortar accumulation in cavity space.

A4-6 05 50 00 (RO) Metal Fabrications dated June 16, 2008, consisting of four (4). Revise section as follows:

1.2 SUBMITTALS

ADD Item .4 "Provide design and calculations by a Professional Engineer."

ADD Item .5 "Design and member sizing by the Contractor: For all steel members shown on the structural drawings, the member fabrication engineer is responsible for the design of the connections only. For other metal fabrication shown on the architectural, landscape or other drawings, the member sizes shown on the drawings are indicative only. The metal fabrication contractor is responsible for the design of all metal items shown in accordance with the applicable standards for the forces shown or implied/required by all authorities having jurisdiction i.e. OBC.

ADD Item .6 "Submit shop drawings for all metal fabrication items, including welded structural elements, or joist systems, guards, railings, stairs, ladders, and the like and their connections to supporting structures or members, as appropriate, shall be stamped and signed by a Professional Structure Engineer."

REVISE 2.1.6 to read as follows: Stainless steel tubing: to ASTM A269, Type 304 Commercial grade for interior stainless steel applications and Type 316 Commercial grade for exterior applications, seamless welded with AISI No. 4 finish.

ADD 2.1.8 as follows:

- .8 Stainless steel:
- .1 Exterior: to ASTM A167 Type 316 alloy;
 - .2 Interior: to ASTM A269, Type 304 alloy.

ADD to miscellaneous metal fabrications schedule as follows: Bollards: Fabricate from 150 mm diameter welded seam steel pipe of wall thickness of about 3 mm. Fill full with concrete, with domed top. Provide steel sleeve for casting into concrete substrate. Install bollards secure. Prime paint metal. Provide bumper post sleeve as follows: Thermoplastic polyethylene c/w ultra-violet and anti-static additives. 1/8" nominal wall thickness. Two (2) colours as later selected by the *Consultant* from the manufacturers standard colour range.

REPLACE 2.5 FABRICATION with the following;

- .1 Fit and shop assemble items in largest practical sections, for delivery to site.
- .2 Fabricate items with joints tightly fitted and secured.
- .3 Continuously seal joined members by intermittent welds and plastic filler.

- .4 Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.
- .5 Exposed Mechanical Fastenings: Flush countersunk screws or bolts; unobtrusively located; consistent with design of component, except where specifically noted otherwise.
- .6 Supply components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.

2 Products

ADD 2.11 DESIGN

- .1 Design connections and the like for the loads shown or implied in accordance with requirements of S16.1 and the following:
 - .1 Design each item to be structurally sound and for loading information if provided and for requirements of authorities having jurisdiction. Design of all metal fabrication guards, Guard assemblies and connections (OBC definition) to be reviewed and prepared by a licensed Professional Engineer in the province of Ontario. Shop drawings to show evidence of calculations and professional engineer's stamp.
 - .2 Design Guards and connections to requirements of OBC 4.1.10.1. Loads on Guards; - Concentrated load of 1.0 kN applied at any point; Individual elements design for a concentrated load of 0.5 kN at any point; Specified horizontal load acting at the top of 1.5 kN/m requirement unless noted otherwise.
 - .3 Design steel and iron articles to be galvanized after fabrication in conformance with the referenced standards.

ADD 2.12 FABRICATION TOLERANCES

- .1 Squareness: 3 mm maximum difference in diagonal measurements.
- .2 Maximum Offset Between Faces: 1.5 mm.
- .3 Maximum Misalignment of Adjacent Members: 1.5 mm.
- .4 Maximum Bow: 3 mm in 1.2 m.
- .5 Maximum Deviation From Plane: 1.5 mm in 1.2 m.

3 Execution

ADD 3.3 ERECTION TOLERANCES

- .1 Maximum Variation From Plumb: 6 mm per story, non-cumulative.
- .2 Maximum Offset From True Alignment: 6 mm.
- .3 Maximum Out-of-Position: 6 mm.

ADD 3.4 QUALITY ASSURANCE

- .1 Visual Inspection: As a minimum, carry out visual inspection of all shop and field welds in accordance with CSA W59.

.2 General:

- .1 Bring to the attention of the *Consultant* defects in the work or departures from the Contract Documents which may occur during construction. The *Consultant* will decide upon corrective action and give recommendations in writing.
- .2 The *Consultant's* general review during construction shall in no way augment the *Contractor's* quality control or relieve the *Contractor* of contractual responsibility.
- .3 The engineer retained by the *Contractor* to design the work of this section, retained by the *Contractor* to review the shop drawings of all structural elements, or joist systems, guards, railings, stairs, ladders, and the like, and their connections to supporting structures or members, shall review the installation of all structural elements, or joist systems, guards, railings, stairs, ladders, and the like.

A4-7 05 51 29 (R0) Metal Stairs and Ladders dated June 16, 2008. Revise section as follows:

1.2 SYSTEM DESCRIPTION

DELETE reference to "NBC" and replace with "OBC"

ADD

- .1 Fabricate stair assembly to support a uniform live load of 4.7 kPa and a concentrated load of 14 kPa with deflection of stringer or landing framing not to exceed 1/180 of span.
- .2 Railing assembly, wall rails, and attachments to resist lateral force of 333 Nat any point without damage or permanent set.
- .3 Fabricate stair assembly to NAAMM - Metal Stairs Manual, Class Commercial.

1.3 SUBMITTALS

ADD "... connection attachments, reinforcing anchorage, size and type of fasteners and accessories."

1.4 QUALITY ASSURANCE

ADD .4 Perform work in accordance with ASTM E985 – Permanent Metal Railing Systems and Rails for Buildings.

2.1 MATERIALS

ADD

- .10 Non-Shrink Grout: ASTM C1107, pre-mixed, produce a compressive strength of at least 18 MPa at three days and 35 MPa (5000 psi) at 28 days.
- .11 Concrete Anchors: Steel, Nelson, flux filled deformed bar anchors, type D2L, or approved equivalent. Studs shall be made from ASTM A-108 cold rolled, deformed wire meeting the mechanical properties of ASTM A-496 and shall be welded per the manufacturers recommendations.
- .12 Concrete for Treads and Landings: Portland cement Type 1, 20 MPa 28 day strength, 50 to 75 mm slump

ADD 2.9 GENERAL FABRICATION

- .1 Fabricate as shown. Fit and shop assemble components in largest practical sections, for delivery to site.
- .2 Fabricate components with joints tightly fitted and secured.
- .3 Continuously seal joined pieces by continuous welds.
- .4 Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.
- .5 Exposed Mechanical Fastenings: Flush countersunk screws or bolts; unobtrusively located; consistent with design of component, except where specifically noted otherwise.
- .6 Supply components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.
- .7 Accurately form components required for anchorage of stairs and to each other and to building structure.
- .8 Fabricate stairs and railings to requirements of NAAMM, Constructing elements to following classifications as amended below.
- .10 Stairs architectural class U.N.O.

ADD 3.4 ERECTION TOLERANCES

- .1 Maximum Variations from Plumb: 6 mm per storey, non-cumulative.
- .2 Maximum Offset From True Alignment: 6 mm.

ADD 3.5 QUALITY ASSURANCE

- .1 Visual Inspection: As a minimum, carry out visual inspection of shop and field welds in accordance with CSA W59.
- .2 General: Bring to the attention of the *Consultant* any defects in the work or departures from the Contract Documents which may occur during construction. The *Consultant* will decide upon corrective action and give recommendations in writing.
- .3 The *Consultant's* general review during construction and inspection and testing by Independent Inspection and Testing Companies reporting to the *Consultant* are both undertaken to inform the *Owner* of the *Contractor's* performance and shall in no way augment the *Contractor's* quality control or relieve the *Contractor* of contractual responsibility.

A4-8 05 95 13 (R0) Expansion Joint Cover Assemblies dated June 16, 2008. Revise section as follows:

ADD 3.5 SUBMITTALS

- .1 The products specified by model number are acceptable in accordance with Division 01 requirements. Where the *Contractor* chooses products from acceptable manufacturers list they must match in material, dimensions, finish and capacity those specified by model number.
- .2 Provide materials as shown and indicated by description. Where multiple product numbers are listed provide product sized-made for expansion joint dimension shown.
- .3 Typical Interior and Exterior Joint-Systems along Grid Line A at existing building. Provide the following accessories: Provide continuous flexible water stops for all wall and ceiling joints. Provide fire barrier systems in all floor joints.

- .3 Exterior Seismic Wall to Roof Expansion Joint Covers-Assemblies: - (Premanf Wall to Roof Expansion Joint): Along G/L 'A'
 - .1 Formed extruded aluminum, cont. base frame sections with extruded PVC gaskets and neoprene waterstop, cover of min. 2 mm thickness c/w intergral adjustable stainless steel and PVC seated retainer clips. Continuous extruded vapour barrier-moisture seal sheet cover with continuous vinyl vapour barrier and moisture seal. Factory fabricated one piece trims: end caps, splice plates and custom roof to wall transions. Systems selected for physical size of covers to suit conditions as well as expansion joint dimension.
 - .2 Coordinate roof cover transions and ends with exterior wall expansion joint in this Section.
 - .3 Model No.s: SRJW - 700 -(298.5 mm wide cover) and SRJW- 400 - (203 mm wide cover) Manufacturer: C/S Expansion Joint Covers manufactured by Conspec Systems Inc.
- .4 Exterior Wall to Roof Expansion Joint Covers: - (Premanf Wall to Roof Expansion Joint): Along G/L 'G'
 - .1 Formed extruded aluminum, cont. base frame sections with extruded PVC gaskets and neoprene waterstop, cover of min. 2.0 mm thickness. Continuous vinyl waterstop. Factory fabricated one piece trims: end caps, splice plates and custom roof to parapet transions. Factory fabricated heat welded waterstop transions at parapets.
 - .2 Coordinate roof cover transition ends with preformed sealant-foam expansion joint in sealant section.
 - .3 Model No.: RJ28 - LP - (98.5 mm wide cover) - Manufacturer: C/S Expansion Joint Covers manufactured by Conspec Systems Inc.
- .5 Exterior Wall Expansion Joint Assembly, Recessed Mounting - (Premanf Wall Exp Joint): Along G/L 'A'
 - .1 Formed cont. extruded aluminum frame sections, cont. extruded, flush front, coloured primary seal, continuous extruded PVC vapour barrier-moisture seal secondary seal. Fabricate primary and secondary seals in a continuous manner with factory heat welded transitions and custom wall to roof transions.
 - .2 Model No.s : SF-400 -(4" wide) - Manufacturer: Seismic Series , C/S Expansion Joint Covers manufactured by Conspec Systems Inc.
- .6 Interior Seismic Floor Expansion Joint Assembly at Stone Floor Finish - (Concealed Stone Flr Exp Joint):
 - .1 Formed extruded aluminum, cont. base frame sections with free floating 6 mm thick aluminum center plate pan designed to receive stone tile, centred via spring-loaded stainless steel turn bar assembly, maximum sealed edge openings of 13 mm, c/w continuous neoprene water stop barrier secondary seal.
 - .2 Model No.s: SSR-400 -(o/a dimension 327 mm) with waterstop seal - Manufacturer: Flush Series, C/S Expansion Joint Covers manufactured by Conspec Systems Inc.
- .7 Interior Floor Expansion Joint Covers-Assembly at Resilient Floor Finish: (Flush Alum Flr Exp Joint). Provide Fire Rated Assembly.
 - .1 Exposed flush aluminum cover, rigid aluminum frames, profiled to receive free floating aluminum cover plate c/w stainless steel fastener and spring clip retainer, flexible attachment assembly (and intergral vapour barrier moisture seals) and twin flush thermoplastic flexible core seals.

- .2 Model No. : GFP-400 - (o/a dimension 280 mm) with waterstop seal - Manufacturer: Flush series by C/S Expansion Joint Covers manufactured by Conspec Systems Inc.
- .3 Model No. : GFP-200 - (o/a dimension 165 mm) with waterstop seal - Manufacturer: Flush series by C/S Expansion Joint Covers manufactured by Conspec Systems Inc.
- .8 Interior Floor Expansion Joint Covers-Assembly at Stone Floor Finish: (Flush Stone Flr Exp Joint)
 - .1 Rigid aluminum frames, profiled to receive floating aluminum cover plate, flexible attachment assembly (and integral vapour barrier moisture seals) and twin flush thermoplastic flexible core seals (without grooves or ridges and coloured as indicated), allowing up to +/- 50 % movement in contraction and expansion.
 - .2 Model No. : GFR-200D - (o/a dimension 176 mm) - Manufacturer: Flush series by C/S Expansion Joint Covers manufactured by Conspec Systems Inc.
- .9 Interior Wall Joints Covers at Gypsum Board on Studding, Recess Mounted: (Flush Alum Wall Exp Joint). Provide Fire Rated Assembly where shown.
 - .1 Exposed flush aluminum cover, rigid aluminum frames, profiled to receive free floating aluminum cover plate c/w stainless steel fastener and spring clip retainer, flexible attachment assembly (and integral vapour barrier moisture seals) and twin flush thermoplastic flexible core seals.
 - .2 Model No. : AFW-2 - (o/a dimension 197 mm) - Manufacturer: Allway Series by C/S Expansion Joint Covers manufactured by Conspec Systems Inc.
- .10 Interior Wall Joints at Gypsum Board on Studding, Surface Mounted: (Wall Exp Joint). Provide Fire Rated Assembly where shown.
 - .1 Rigid aluminum frames taped into gypsum board finish, profiled to receive flush thermoplastic flexible core seals (without grooves or ridges and coloured as indicated) allowing up to 25 % movement in contraction and expansion.
 - .2 Wall to Wall - Model No. : FWS-200 White coloured seal - (o/a dimension +/- 51 mm) - Manufacturer: Flush Series by C/S Expansion Joint Covers manufactured by Conspec Systems Inc.
 - .3 Wall to Corner - Model No. : FWSC-200 White coloured seal - (o/a dimension +/- 51 mm) - Manufacturer: Flush Series by C/S Expansion Joint Covers manufactured by Conspec Systems Inc.
 - .4 Provide transitions between wall to wall and wall to corner units and continuous seals.
- .11 Interior Wall Joints, Surface Mounted: (Surface Alum Wall Exp Joint). Provide Fire Rated Assembly where shown.
 - .1 Continuous exposed aluminum cover, with continuous neoprene edge seals profiled to receive spring clip retainers and allowing more than 50 % movement in contraction and expansion. Provide continuous flexible waterstop.
 - .2 Wall - Model No. : SM - 4N (o/a dimension 297 mm) - Manufacturer: Allway Series by C/S Expansion Joint Covers manufactured by Conspec Systems Inc.
- .12 Interior Ceiling Joints at Gypsum Board on Studding, Surface Mounted: (Alum Clg Exp Joint). Provide Fire Rated Assembly.
 - .1 Continuous exposed aluminum cover, with continuous neoprene edge seals profiled to receive spring clip retainers and allowing more than 50 % movement in contraction and expansion.

- .2 Ceiling Cover Model No. :SM - 2N (o/a dimension 197 mm) - Manufacturer: Allway Series by C/S Expansion Joint Covers manufactured by Conspec Systems Inc.
- .3 Ceiling Cover Model No. :SM - 4N (o/a dimension 297 mm) Provide continuous flexible waterstop. - Manufacturer: Allway Series by C/S Expansion Joint Covers manufactured by Conspec Systems Inc.
- .13 Interior Ceiling Joints at Gypsum Board on Studding, Recess Mounted: (Flush Clg Exp Joint)
 - .1 Rigid aluminum frames taped into gypsum board finish, profiled to receive flush thermoplastic flexible ribbed core seals (coloured as indicated) allowing up to 50 % movement in contraction and expansion.
 - .2 Ceiling Cover Model No. : FCS-200 White coloured seal - (o/a dimension +/- 76 mm) - Manufacturer: Flush Series by C/S Expansion Joint Covers manufactured by Conspec Systems Inc.
 - .3 Ceiling to Wall Cover Model No. : FCSC-200 White coloured seal - (o/a dimension +/- 65 mm) - Manufacturer: Flush Series by C/S Expansion Joint Covers manufactured by Conspec Systems Inc.
 - .4 Provide transitions between ceiling and ceiling to wall units and continuous seals.
- .14 Ceiling Joints at Suspended Acoustic Ceiling Finish: (ACT Exp Joint)
 - .1 Rigid aluminum frames secured to ACT main tee system, profiled to receive flush thermoplastic flexible ribbed core seals (coloured as indicated) allowing up to 50 % movement in contraction and expansion.
 - .2 Ceiling Cover Model No. : FCS-200 White coloured seal - (o/a dimension +/- 76 mm) - Manufacturer: Flush Series by C/S Expansion Joint Covers manufactured by Conspec Systems Inc.
- .15 Joint for Unfinished Walls and Ceilings:
 - .1 Continuous PVC extrusion with flexible bellows and rigid edges:
 - .2 Model No. : HC or HCW (sized for expansion joint dimension) - Manufacturer: Allway Series by C/S Expansion Joint Covers manufactured by Conspec Systems Inc.
- .16 Joint for Unfinished Floors. Provide Fire Rated Assembly:
 - .1 Rigid aluminum flat or L shaped cover plate fastened to floor or adjacent wall assembly: Model No.: PC or PCW (sized for expansion joint dimension) - Manufacturer: Allway Series by C/S Expansion Joint Covers manufactured by Conspec Systems Inc.

A4-9 06 10 00 (RO) Rough Carpentry dated June 16, 2008. Revise section as follows:

2.2 PANEL MATERIALS

ADD

- .1 Exposed: Conforming to CSA 0115-M Interior Grade, Hardwood plywood faced with interior grade Yellow Birch, select or better, solid both faces.
- .2 Provide 'pressure treated' (PT) or 'fire treated' (FRT) plywood as indicated.

2.3 ACCESSORIES

ADD “.10

- .1 Underlayment: ASTM D-1970 - High temperature HT Grade, self sealing, rubberized asphalt min. 36 mils (0.8mm) bonded to sheet polyethylene, nominal total thickness of 1.0 mm.
 - .1 Manufacturers:
 - .1 BAKOR Inc a Div. of the Henry Company. www.bakor.com Model 'Blueskin PE 200 HT'.
 - .2 W.R. Grace and Co., Grace Construction Products www.graceconstruction.com Model 'Ice and Water Shield'

ADD . .11 Stainless Steel Fasteners: ASTM A176 (sheet), ASTM A582 (rod), ASTM A269 (tubing), alloy types 304 or 316 as specified.

2.5 WOOD PRESERVATIVE

- .1 **DELETE** "...chromated copper arsenate..." Substitute with " ..amine copper quat (ACQ) and coper azole (CA)....". Note: CCA is banned for most uses.
- .2 **DELETE** sentence. PT wood is required for parapets. It shouldn't be used for interior applications.

3.6 CARPENTRY WORK FOR ROOFING

- .1 **DELETE** "CCA" replace with "ACQ or CA", **DELETE** "or pressure treated lumber".

ADD .2 Fasteners: Use only stainless steel fasteners, connector plates and rough hardware with pressure treated wood.

ADD 3.6.6

- .6 Underlayment and AVB transition membranes
 - .1 Provide A VB transition membranes: Sequence work to permit installation of materials in conjunction with related materials and seals.
 - .2 Underlayment: Install 1 ply of underlayment over the entire horizontal and vertical surface of pressure treated wood nailers and blocking lapping each ply 76 mm over the preceding ply so that no flashing material comes in contact with pressure treated wood.

3.8 EQUIPMENT BACKBOARDS

ADD “.2 backboards to be FRT as required by Authorities having Jurisdiction or applicable regulations.”

A4-10

06 20 00 (RO) Finish Carpentry dated June 16, 2008. Revise section as follows:

1.1 SUMMARY

ADD “.3 Work of this section to be performed by the same contractor as work of Section 06 42 00 Custom Wood Panelling. Wood veneer and solid wood colour, grain and figure match is required.”

1.2 SUBMITTALS

REVISE 1.2 to read :

- “.2 Submit duplicate samples 300 x 300 mm or 19 x 450 mm long unless specified otherwise. Submit samples of
 - .1 Each type of finished plywood specified illustrating wood grain and specified finish.
 - .2 Each solid wood rim
 - .3 Handrails of each profile, wood species and finish.
 - .4 Receive and Install: Architectural woodwork including casework, wood panelling, wood trim, wood door frames, wood window frames and shelving, finish hardware, doors, door frames, washroom and janitorial accessories, expansion joint cover assemblies, corner guards, wall guards, handrails, wall cladding and bumper guard-rail fabrications, hospital cubicle track, curtains and tracks and Owner's supplied accessories.

1.3 REGULATORY REQUIREMENTS

ADD

- .2 Wood Certification:
 - .1 Forest Stewardship Council
 - .2 Sustainable Forestry Initiative
 - .3 CSA Z809-96 Standards for Sustainable Forestry”

1.4 MOCK-UP

ADD

- .1 Section 01 45 00: Requirements for mock-up and Mock-up Schedule.
- .2 Build mock-ups to comply with the following requirements, using materials indicated for the completed Work:
 - .1 Build where directed and of the size indicated, as follows:
 - .1 5 sq. m of wood veneer paneling, including corners and trim, wood door frames and handrails.
 - .2 5 sq. m of wood veneer paneling with wood slats, including corners and trim, wood door frames and handrails.
 - .3 Demonstrate the proposed range of aesthetic effects and workmanship.
 - .4 Mock-up may remain as part of the Work.

2.1 REVISE reference current AWMAC standards.

REVISE 2.1.1 to read: Softwood Lumber: unless specified otherwise, S4S, maximum moisture content of 8% for interior work, 12 % for exterior work, in accordance with the following standards:

ADD .4 Certification: Provide minimum 50% by volume of all wood products of this section to be certified under one or more of the certification programs referenced.

REVISE 2.1.3 to read: Hardwood Lumber: unless specified otherwise, S4S, maximum moisture content of 8 % for interior work, 12% for exterior work, in accordance with the following standards

ADD .4 Certification: Provide minimum 50% by volume of all wood products of this section to be certified under one or more of the certification programs referenced.

2.2 PANEL MATERIAL

ADD “ 2.2.7.3 Made with waterproof resin binders.”

2.3 ACCESSORIES

REVISE 2.3.4 to read: Adhesives CSA 0112 Series –M Waterproof resin type except for plastic laminate which shall be recommended by plastic laminate manufacturer for best results. Type 1 for work including sinks and all other areas subject to moisture. Type 2 in remaining areas.”

ADD “2.4 Slat Wood Ceiling , designated WD/SLT on drawings: Shiplap format: 10 mm thick x 20 wide clear Douglas Fir shiplap on long edges, 20 mm thick, 90 mm wide, maximum practical lengths, smooth surface with 3mm bevelled edges.

ADD “2.5 FABRICATION”

- .1 Quality Standard: AWMAC QSI - Section 100 Grades as noted and amended by the following:
 - .1 Cut: Solid wood, unless specified otherwise, S4S.
 - .2 Grade: meeting the following and AWMAC QSI Grades as listed;
 - .1 CAN/CSA 0141
 - .2 NLGA Standard Grading Rules for Canadian Lumber.
 - .3 Moisture Content: Kiln-dried to 12 % average for exterior work; 8 % for interior work.
 - .4 Certification: Provide minimum 50% by volume of all wood products of this section to be certified under one or more of the certification programs referenced.
- .2 Hardwood Lumber for finished (exposed to view) work:
 - .1 AWMAC QSI - Section 100 Grade 1, with vertical grain UNO, of quality suitable for transparent finish;
 - .2 Species: .a WD-1: Cherry, Quarter Sawn
.b WD or WD P or HDWD: Ash, Quarter Sawn.
 - .3 Softwood Lumber for concealed work (blocking and furring):
 - .1 AWMAC QSI - Section 100 Grade 2, of quality suitable for opaque finish;
 - .2 Species:
 - .1 Yellow Poplar.
 - .2 Yellow Pine.
 - .3 Birch or Basswood.

- .4 Exterior Wood: Softwood Lumber for finished (exposed to view) work: AWMAC QSI - Section 100 Grade 1 and the following requirements: of quality suitable for transparent finish.
- .5 Shop assemble work for delivery to site, permitting passage through building openings.
- .6 Fit exposed sheet material edges with 9.5 mm matching hardwood edging. Use one piece for full length only.
- .7 Cap exposed plastic laminate finish edges with material of same finish and pattern.
- .8 Shop prepare and identify components for book match grain matching during site erection.
- .9 When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide trim for scribing and site cutting.
- .10 Apply plastic laminate finish in full uninterrupted sheets consistent with manufactured sizes. Fit corners and joints hairline; secure with concealed fasteners. Slightly bevel arises. Locate counter butt joints minimum 600 mm from sink cut-outs.
- .11 Apply laminate backing sheet to reverse side of plastic laminate finished surfaces.

REVISE 3.1.1 to read:

Do interior and exterior finish carpentry to AWMAC QSI: Section 1700 Premium Grade Standard, except where otherwise specified otherwise.

SUBSTITUTE 3.2.2 with

- .2 Standing and Running Trim:
 - .1 Install trim and molding in unjointed lengths for openings and for runs less than maximum length of lumber available. For longer runs, use only one piece less than maximum length available in straight run.
 - .2 Do not use pieces less than 3200 mms long, except where shorter single-length pieces are necessary. Scarf running joints and stagger in adjacent and related members.
 - .3 Stagger joints in adjacent members.
 - .4 Cope moldings at returns and miter at corners and internal joints of baseboards to make snug, tight, joint. Cut right angle joints of casing and base with mitred joints.
 - .5 Fit backs of baseboards and casing snugly to wall surfaces to eliminate cracks at junction of base and casing with walls.
 - .6 Install wall railings on indicated metal brackets securely fastened to wall framing.

ADD Item 3.2.10

- .10 Panelling:
 - .1 Coordinate the installation of firestopping behind panelling.
 - .2 Set and secure horizontal rails across substrate, rigid, plumb, and square with full bed of contact adhesive and screws.
 - .3 Attachment: Provide fabricator's standard concealed fasteners.
 - .1 Provide for thermal and building movements.
 - .2 Blind nail where possible. Use finishing nails where exposed nails are required,

- .4 Install flush paneling with no more than 3 mm in 2400 mm vertical cup or bow and 3 mm in 2400 mm horizontal variation from a true plane.
- .5 Install panels in sequence using full width panels in field and adjusting.

ADD Item 3.2.11 Preparation for Site Finishing:

- .1 Interior Finishing: Refer to Section 09 91 00: Set exposed fasteners. Apply wood filler in exposed fastener indentations. Sand work smooth.
- .2 Exterior Finishing: Wood soffit, fencing, canopy and miscellaneous framing; Cooperate with Section 09 91 00 and make good primer finish;
 - .1 Cut and fit only back primed wood materials.
 - .2 Set fasteners flush with materials. Countersink heads and washers.
 - .3 Before installation, provide field touchups of fabricated materials, items or assemblies.
 - .4 Primer as specified in Section 09 91 00 -Proprietary High Performance Wood Finish-Coating System: Akzo Nobel Sikkens Cetol DEK Finish System.
- .3 Site Finishing: Refer to Section 09 91 00.
- .4 Before installation, prime paint surfaces of items or assemblies to be in contact with cementitious materials.

A4-11

06 40 00 (R0) Architectural Woodwork, latest edition. Revise section as follows:

1.1 SUMMARY

ADD "1.1.2.7 Wood-clad cupboards, cabinets, desks, panelling.

ADD ".3 Work of this Section to be performed by the same contractor as work of Section 064200 Custom Wood Panelling. Wood veneer and solid wood colour, grain and figure match is required."

1.2 SUBMITTALS

ADD "1.2.1.5 Provide data for hardware accessories."

ADD "1.9 Regulatory Requirements

- .1 Wood Certification:
 - .1 Forest Stewardship Council
 - .2 Sustainable Forestry Initiative
 - .3 CSA Z809-96 Standards for Sustainable Forestry"

1.4 QUALITY ASSURANCE

ADD

- .5 AWMAC QCI Section 1700: Comply with temperature and humidity requirements for storage and installation.
- .6 Finished cabinets to be delivered to site a minimum of 96 hours from application of final finish to minimize the off gassing in the finished space.

2.1 MATERIALS

ADD “2.1.1.9 Certification: Provide minimum 50% by volume of all wood products of this section to be certified under one or more of the certification programs referenced.”

ADD the following to article 2.1.7:

- .7 Seat deck denim: Heavy industry standard grade cotton denim.
- .8 No-sag springs: 9 gauge sinuous seat springs complete with clips.
- .9 Modular connectors for lobby bench seating: Hafele #262.47.076 complete with modular screws.

REPLACE article 2.2.5.16 with:

Sliding Track for glass pass through windows: C.R. Laurence Co., Inc. #D2307ABB, CRL Satin Anodized Deluxe Track Assembly D613 Upper and D601 rail with steel ball-bearing wheels. Use single channel equivalent as shown on drawings.

ADD 2.3 as follows, renumber subsequent paragraphs accordingly:

2.4 DECORATIVE RESIN PANELS

- .1 Ecoresin panels by 3-form, Toronto, Ontario (800) 726-0126.
- .2 Varia multi layer panels composed of non-toxic translucent co-polyester resin containing 40 % post industrial recycled content (third party certified).
- .3 Panel gauge: 12 mm.
- .4 Panel dimensions: 1219 mm wide x 2438 mm or 3048 mm long.
- .5 Pattern layers: Varia Organics series pattern with two (2) colour layers.
- .6 Surface finish: patina (front and back).
- .7 Pattern locations:
 - .1 Panel pattern A: fossil leaf (spring theme, in Reception 2G045 and Wait 2G049-1);
 - .2 Panel pattern B: ginko thatch (summer theme, in Corridor 1211 and Physician work 2G739).
- .8 Fabrication: Use combinations of 2438 mm or 3048 mm long panels to minimize waste. Non-directional patterns may be used in horizontal orientation. Directional patterns to be installed vertically. Panels to be supported from top channel with high bond glazing tape.
- .9 Supplier shall commit in writing to reclaiming material at end of *Owner's* use of panels for purposes of re-use or recycling. Reclamation expenses to be borne by supplier.
- .10 Alternate products: Equivalent product, customized to match above with organic patterns and colour layers, manufactured by Lumicor, distributed by Richelieu (866) 832-4060.

2.6 WOOD CABINETS (CASEWORK) FOR TRANSPARENT FINISH

DELETE item 2.5.2 “Wood Species, plain sawn” and **REPLACE** with “Wood Species, Quarter Sawn “

DELETE item 2.6.4 “Wood Species for Exposed Surfaces: Ash, Plain Sliced” and **REPLACE** with
“Wood Species for Exposed Surfaces: Ash, Quarter Sawn “

2.8 COUNTERTOPS

ADD

- .3 Where indicated provide Post-Formed countertops. Countertops to meet AWMAC QSI
400C-T-1:
- .1 Countertops with sinks: use marine plywood of veneer core and substrate.
 - .2 Backing Sheet: same thickness as face sheet
 - .3 Joints: not permitted in top or substrate within 600 mm of sink cutout.
 - .4 Backsplash: post formed with integral backsplash.
 - .5 Edge: post formed as shown.

ADD the following to article 2.9.1: “Blocking to be sized to support a 300 lb weight placed in the middle of the span between gables with no more that 3mm deflection or sag.”

ADD 2.11 SHELVES

2.11 SHELVING

- .1 Quality Standard: Comply with AWI Section 400 requirements for cabinets: Grade: Custom.
- .2 Construction : Wood veneer or HDPL to match adjacent exposed panels products.
- .3 Core: veneer core plywood unless noted otherwise, 19 mm thickness for spans up to 700 mm, 25 mm thickness for longer spans.
- .4 Panel Edge Band: to match exposed panel product finishes: solid wood same species or HDPL to match min 1.15 mm.
- .5 Provide adjustable shelves in all cabinets, set shelf standards flush with surface of gables unless shown or called for otherwise. Set shelf brackets within cabinets flush with underside of shelf.

ADD 2.12 FINISHING MATERIALS

- 1 Shop finish work in accordance with AWMAC QSI - Section 1500 and the following; No field finishing permitted except for minor retouching.
- .2 Provide Custom Grade finish as amended by the following: Finishing of Concealed Areas and Back Priming: Apply two coats of sealer to concealed cabinets interiors.
- .3 Finish System: Conversion Varnish:
 - .1 Washcoat (conversion varnish reduced).
 - .2 Sealer (conversion varnish reduced).
 - .3 Sand (220 Grit).
 - .4 Top Coat (satin) sheen.
 - .5 Top Coat (satin) sheen.
- .4 Use wood filler which matches surrounding surfaces and of types recommended for applied finishes.

- A4-12 06 42 00 (RO) Custom Wood Panelling dated June 16, 2008. Revise section as follows:
1.1 SUMMARY
ADD “.3 Work of this section to be performed by the same contractor as work of Section 06 42 00 Custom Wood Panelling. Wood veneer and solid wood colour, grain and figure match is required.”
- A4-13 ADD document “06 64 00 (RO) Sanitary Wall Panelling” dated September 15, 2008 and consisting of three (3) pages, forming part of the *Contract Documents* and is appended hereto.
- A4-14 07 26 00 (RO) Vapour Retarders dated June 16, 2008. Revise section as follows:
REVISE 2.1.1.1 Revise first sentence to read “Air/vapour membrane (Self Adhering) and transition membrane:”
- A4-15 07 42 43 (RO) Composite Wall Panels dated June 16, 2008 (and as revised in Addendum 1, item A1-10). Revise section as follows:
REVISE 1.1.2.4 to read as follows: panels specified herein comprise of wall cladding panels used in soffit and ceiling locations as shown on drawings.
REVISE 2.4.1.1 heading to read “HPL-4 and HPL-5”
ADD 2.4.1.1.4: HPL-5 used in locations where soffit insulation is required. Refer to details.
- A4-16 07 46 13 (RO) Preformed Metal Siding dated June 16, 2008 (and as revised in Addendum 1, item A1-10). Revise section as follows:
REVISE 1.1.2.4 to read as follows: panels specified herein comprise of wall cladding panels used in soffit and ceiling locations as shown on drawings.
REVISE 2.1 STEEL CLADDING AND COMPONENTS in its entirety, to read as follows:
.1 Pre-formed metal siding to match existing. Existing product: P-12-R as manufactured by Flynn Canada Limited. Product to match existing: S-12-R as manufactured by The Roll Form Group. Locations as shown on drawings. S-12-R flat profile, without “vee” groove.
.1 Colour and Gloss: gloss and colour to match existing, as selected by the *Consultant* from the manufacturers standard gloss and colour range;
.2 Thickness: 1.22 mm, coated thickness 1.26 mm;
.3 Profile: 36.6 mm deep, preformed interlocking joints, fastener holes pre-punched.
.4 Acoustic panel shall be as specified for exterior face sheet but perforated with 3.175 mm diameter staggered holes.
.5 Sub-girts and hat-bars with thermal clips: Z275 galvanized steel with factory pieced thermal slots to withstand wind loading of 1.22 kN/m².
.6 Insulation: CAN/ULC S702, semi-rigid fibrous glass insulation blankets, 'Curtainwall Insulation' by Owens-Corning Canada Inc., or equivalent by Ottawa Fibre Inc., or other approved manufacture; semi-rigid mineral wool insulation 'RXL 20' by Roxul or other approved manufacture.
.7 Adhesive: as recommended by the insulation manufacturer.
.8 Liner panel: “L-32 Liner” galvanized ZF075, wipe coat 22 ga, 0.76 mm. Exposed liner panels shall be pre-finished to colour as later selected by the *Consultant*.

- .2 Provide additional structural supports as required, and not shown on drawings, for a complete installation.
- .3 Acceptable alternate manufacturers:
 - .1 VicWest;
 - .2 Agway Metals;
 - .3 Requests for substitutions for products specified herein will be considered in accordance with provisions of Substitutions Procedures after reviewed and with the approval of the *Consultant*.

REVISE 2.3.1 to read as follows: Nails: Self tapping screws concealed. Exposed fastenings if necessary, shall be colour coated to match colour of pre-finished metal siding.

REVISE 2.4.1 to read as follows: Sealants: Test for acceptable VOC emissions in accordance with ASTM D2369 and ASTM D2832. Colour to match colour of preformed metal siding.

A4-17 07 55 53 (RO) Elastomeric Protected Membrane Roofing dated June 16, 2008. Revise section as follows:

1 General

1.11 **WARRANTY**

ADD: .4 Warranty: cover damages to building resulting from failure to prevent penetration of water.

2 Products

2.2.5 Slip sheet. Is this intended to separate the membrane from the insulation?

A4-18 07 55 63 (RO) Vegetated Roofing dated June 16, 2008. Revise section as follows:

REVISE 2.1.5 to read as follows: ".....of more than 270 kN/m². Water retention capacity: 3 l/m². Weight: approximately 1.7 kg/m². Dimensions: 1 x 2 m. Depth of drainage layer, minimum 100 mm (4") to depths as required by design, and/or as shown on drawings."

REVISE 2.1.7 to read as follows: ".....organic content. Depth minimum 100 mm to depth as indicated on drawings."

REVISE 3.3.7.3 to read as follows: ".....round aggregate. Depth: minimum 80 mm, Unless noted otherwise."

A4-19 Section 07 62 00 Sheet Metal Flashing and Trim dated June 16, 2008. Revise section as follows:

REVISE to 2.1. as follows:

.1 Sheet Metal:

.1 Pre-Coated Galvanized Steel to ASTM A792/A 792M AZM 150 zinc coating, minimum 0.9 mm core steel, shop pre-coated with silicone coating, colour selected from manufacturers full range of standard and special order colours. Manufacturer: Pre-finished galvanized sheet steel by Dofasco Ltd, www.dofasco.ca. Product "Galvalume prepainted and backcoated sheet steel with 8000 series silicon modified polyester paint-coating system".

.2 Galvanized Steel to ASTM A653M, Z350 zinc coating, minimum 0.9 mm core steel.

- .2 Underlayment: ASTM D-1970 – High temperature HT Grade, self sealing, rubberized asphalt min 36 mils (0.8 mm) bonded to sheet polyethylene, nominal thickness of 1 mm.
 - .1 Manufactures:
 - .1 Bakor Inc a division of the Henry company www.bakor.com. Model Blueskin PE 200
 - .2 W.R. Grace and Co., Grace Construction Products, www.graceconstruction.com Model "Ice and Water Shield".

ADD to 2.2 as follows:

- .6 Form material end joints with flat lock interlocking seams. Allow space of expansion-contraction. Weather seal joints with sealant.
- .7 Fabricate flashings to allow toe to extend 25 mm. Return and brake edges.

A4-20 07 92 10 (R0) Joint Sealing dated June 16, 2008. Revise section as follows:

ADD Item 1.8 Warranty

1.8 WARRANTY

- .1 Two Year Labour Warranty: Warranty to include, but not be restricted to, substrate preparation, priming and joint size-fabrication. Include coverage for installed sealants and accessories which fail to achieve air tight and water tight seal, exhibit loss of adhesion or cohesion, abrasion resistance, weather resistance or general durability; or appear to deteriorate or become unserviceable or exhibit an objectionable appearance or do not cure as a result of defective or non-conforming materials or improper application techniques.
- .2 Weatherproofing Performance Material Warranty:
 - .1 Warranty to include, but not be restricted to, joint leakage, cracking, crumbling, melting or running and premature deterioration . Include coverage for installed sealants and accessories which fail to achieve air tight and water tight seal, exhibit loss of adhesion or cohesion, or do not cure;
 - .1 Exterior Sealants: 20 Year Duration.
 - .2 Interior Sealants: 5 Year Duration.
 - .3 Preformed Sealant-Foam Expansion Joints: 10 Year Duration.
- .3 Sealant System Non-Staining Warranty: For porous and sensitive substrates. 20 Year Duration: Warranty against rundown, fluid migration, bleeding into, or staining abutting materials."

ADD Item 2.4 Spray Applied Insulation Foam Sealants

2.4 SPRAY APPLIED INSULATING FOAM SEALANTS

- .1 SPF (Sprayed Polyurethane Foam) Foam Sealant: Provide two-component, foamed-in-place, fire retardant, polyurethane foam, insulating sealant forming an air barrier with the following characteristics:
 - .1 Conforming to CAN/ULC S 711.1
 - .2 Density: ASTM D-1622 - 1.75 to 2.0 PCF.
 - .3 Closed Cell Content: not less than 90 %
 - .4 Flame Spread: CAN/ULC- S102 (ASTM E84) - 25 or less.
 - .5 Smoke Developed: CAN/ULC- S102 (ASTM E84) - < 50.

- .6 Thermal Barrier (UL 1715): Not Required.
- .7 R-Value (at 1 inch): Not less than 6.5.
- .8 Products-Manufacturers:
 - .1 'Zerodraft Foam Sealant' and 'Zerodraft Insulating Air Sealant' distributed by Zerodraft (Division of Canam Building Envelope Specialists Inc., 125 Traders Blvd. E., Unit # 4, Mississauga, ON, L4Z 2H3, 1-877-272-2626.
 - .2 Section 01600: Product Options. Acceptable manufacturers offering equivalent products: 'ENER Foam' as manufactured by DOW Chemical Company distributed by Canadian Industrial Distributors 1-877-280-0243 www.cid.ca

A4-21 08 11 14 (R0) Metal Doors and Frames dated June 16, 2008. Revise section as follows:

ADD Item 1.8 Hardware Preparation

1.8 HARDWARE PREPARATION.

- .1 Hardware Preparation: Preparation shall include for but not be limited to oversized heavy-weight hinges, mortise and concealed vertical rod exit devices, mortise locks, concealed overhead stops. Where pairs of doors occur, prepare meeting edge for flat bar astragal, supplied by Hardware supplier, at exterior and interior locations. Refer to Hardware Schedule for removable mullion, astragals and the like for fire-rated doors. Base door assemblies on use of concealed vertical rod panic sets on double doors and premium grade and premium performance finishing hardware.

A4-22 08 14 16 (R0) Flush Wood Doors dated June 16, 2008. Revise section as follows:

ADD Item 1.2.1.3 as follows: "Product Data: Indicate door core materials and construction; veneer species, type and characteristics."

DELETE Item 1.2.3.2

ADD Item 1.2.3.2 as follows: Submit two samples of each type of door construction and door veneer, 305 x 305 mm in size illustrating wood grain, stain colour, and sheen.

ADD Item 1.3.5

1.3.5 Standards:

- .1 Perform work in accordance with AWMAC Quality Standard, Custom Grade. Maintain one copy on site.
- .2 Finish doors in accordance with AWMAC Quality Standard , grades identified in schedule.
- .3 Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum ten years documented experience.

ADD Item 1.3.6 as follows: Doors required to have a fire rating shall bear in an inconspicuous but visible place, the label of ULC or Warnock Hersey Professional Services Ltd. certifying the rating of the door as specified.

DELETE Clause 1.2 Extended Warranty

ADD Clause 1.6 Extended Warranty

1.6 Extended Warranty

- .1 Provide warranty to the following term: Three (3) years.
- .2 Include coverage for warping beyond specified installation tolerances, delamination of faces or edges, warp, twist bow exceeding 6mm, and telegraphing of core.
- .3 Make good defects during warranty period by replacing defective doors in finish to match adjacent similar doors or of original door finish.
- .4 "Replace" as used herein includes removal of defective work, and installing hardware, finishing, hanging and fitting

ADD 1.7 as follows

1.7 HARDWARE PREPARATION

- .1 Hardware Preparation: Preparation shall include for but not be limited to oversized heavy-weight hinges, mortise and concealed vertical rod exit devices, mortise locks, concealed overhead stops. Where pairs of doors occur, prepare meeting edge for flat bar astragal, supplied by Hardware supplier, at exterior and interior locations. Refer to Hardware Schedule for removable mullion, astragals and the like for fire-rated doors. Base door assemblies on use of concealed vertical rod panic sets on double doors and premium grade and premium performance finishing hardware.

DELETE Item 2.1.1

ADD Item 2.1.1

2.1.1 .1 Core: AWMAC QSI Section 1300;

- .1 Core (Solid, Non-Rated): AWMAC QSI - Section 1300, Type PC - Particleboard.
- .2 Core (Solid, Fire Rated): AWMAC Section 1300, Type FD 1-1/2.
- .3 Core (Solid, Special Function): AWMAC Section 1300, Type LL-Lead Lined

Item 2.1.2 **DELETE** "...or laminated medium density fibre board..." and **ADD** "...or solid low density wood..."

Item 2.1.3 **DELETE** "...minimum 1 1/8" single piece Ontario white pine or laminated medium density fibre board..." and **ADD** "...minimum 115 mm wide single piece Ontario white pine or solid low density wood..."

ADD Item 2.1.9

2.1.9 Type: AWMAC QSI Section 1300;

- .1 Type: PC-5
- .2 Type: PC-HDPL-5
- .3 Type: FD-5
- .4 Type: FD-HDPL-5.

ADD Item 2.1.10 as follows: Special Laminate Material (SLM) for Fire Rated Doors: Provide SLM material over stiles, top and bottom rails and interior blocking.

ADD Item 2.1.11

2.1.11 Veneer Facing (Flush Interior Doors): AWMAC Premium Grade, for transparent finish.

.Hardwood veneers:

- .1 AWMAC QSI - Section 1300, with vertical grain, of quality suitable for transparent finish;
- .2 Species:
 - .1 Ash - Grade: AA , Cut: quarter sawn.
 - .2 Veneer Match:
 - .1 Adjacent Veneer Leaves on Single Panel: Slip match.
 - .2 Individual Panel Faces: Running match.
- .3 Stacked Panels: End match.
- .4 Facing (Interior): AWMAC Custom quality species hardwood (Birch), rotary cut, for paint finish.

ADD Item 2.1.12 as follows: Door edge: AWMAC QSI - Section 1300 -T-7: No.1 Edge Detail. Edge of veneer but not edge of cross band visible.

ADD Item 2.1.13 as follows: Glazing stops: Glazing Stops: Wood, of same species as door facing shape, butted corners; prepared for countersink style tamper proof screws.

ADD 2.5 Fabrication of Wood Veneer Doors

2.5 FABRICATION OF WOOD VENEER DOORS

- .1 Fabricate non-rated doors in accordance with AWMAC QSI requirements.
- .2 Fabricate fire rated doors in accordance with AWMAC QSI and to UL requirements. Attach fire rating label to door.
- .3 Astragals for Fire Rated Double Doors: Steel, shaped, overlapping and recessed at face edge, specifically for double doors.
- .4 Sound Rating For Single Door Leaf and Frame Assembly: ASTM E413, minimum STC 35.
- .5 Provide lock blocks at lock edge for hardware reinforcement.
- .6 Vertical Exposed Edge of Stiles: Of same species as veneer facing.
- .7 Fit door edge trim to edge of stiles after applying veneer facing.
- .8 Bond edge banding to cores.
- .9 Factory machine doors for finish hardware in accordance with hardware requirements and dimensions. Do not machine for surface hardware.

- .10 Hardware Preparation: Preparation shall include for but not be limited to oversize heavy-weight hinges, mortise and concealed vertical rod exit devices, mortise locks, concealed overhead stops. Where pairs of doors occur, prepare meeting edge for flat bar astragal, supplied by Hardware supplier, at exterior and interior location. Refer to Hardware Schedule for removable mullion, astragals and the like for fire-rated doors. Provide permanent astragals in accordance with ULC requirements and Door Schedule. Base door assemblies on use of concealed vertical rod panic sets on double doors and premium grade and performance of finishing hardware.
- .11 Provide solid blocking for through bolted hardware. Provide reinforcement (SLM) where concealed closers and overhead stops are required.
- .12 Factory fit doors for frame opening dimensions identified on shop drawings.
- .13 Cut and configure exterior door edge to receive recessed weather stripping devices.
- .14 Provide edge clearances in accordance with AWMAC QSI requirements.
- .15 Lead Lined Doors and Transoms: Install continuous lead sheet to full door size, thickness of lead as called for in Contract Documents. Fabricated door finished thickness of 45 mm. Trim lead, flush with door leaf edges. Use lead coated T bolts or other method as approved to maintain integrity of shielding. Provide bolt free areas as required for installation of hardware."

ADD 2.6 Finish of Wood Veneer Doors

2.6 FINISH OF WOOD VENEER DOORS

- .1 Shop finish work in accordance with AWMAC QSI - Section 1500 and the following; No field finishing permitted except for minor retouching.
- .2 Provide Custom Grade finish as amended by the following;
 - .1 Finishing of Concealed Areas: Apply two coats of sealer to door top and bottom edges.
 - .3 Finish System: Conversion Varnish:
 - .1 Washcoat (conversion varnish reduced).
 - .2 Sealer (conversion varnish reduced).
 - .3 Sand (220 Grit).
 - .4 Top Coat (satin) sheen.
 - .5 Top Coat (satin) sheen

ADD 3.5 Installation of Wood Veneer Doors

3.5 INSTALLATION OF WOOD VENEER DOORS

- .1 Install non-rated doors in accordance with AWMAC QSI Section 1700 - Custom requirements.
- .2 Install fire rated doors in accordance with AWMAC Quality Standard and NFPA 80.
- .3 Trim non-rated door width by cutting equally on both jamb edges.
- .4 Trim door height by cutting bottom edges to a maximum of 19 mm. Trim fire door height at bottom edge only, in accordance with fire rating requirements.
- .5 Machine cut for hardware.
- .6 Coordinate installation of doors with installation of frames specified in Sections 064000 and 081114 and hardware.

- .7 Coordinate installation of glass and glazing.
- .8 Install door louvers plumb and level.”

ADD 3.6 Installation Tolerances for Wood Veneer Doors

3.6 INSTALLATION TOLERANCES FOR WOOD VENEER DOORS

- .1 Conform to AWMAC requirements for fit and clearance tolerances.
- .2 Conform to AWMAC QSI Section 1300 requirements as amended below;
 - .1 Maximum Diagonal Distortion (Warp): 3 mm measured with straight edge or taut string, corner to corner, over an imaginary 915 X 2130 mm surface area.
 - .2 Maximum Vertical Distortion (Bow): 3 mm measured with straight edge or taut string, top to bottom, over an imaginary 915 X 2130 mm surface area.
 - .3 Maximum Width Distortion (Cup): 3 mm measured with straight edge or taut string, edge to edge, over an imaginary 915 X 2 130 mm surface area.

A4-23 08 56 19 (R0) Pass Windows dated June 16, 2008. Revise section as follows:

DELETE Clause 2.6 Components

ADD Clause 2.6 Components

2.6 Components

- .1 Pass -Through: Model 2636-64A-2, 750 w x 610 d x650 h, complete with corresponding glazed door
- .2 Options: Provide one stainless steel shelf and one (1) mounting bracket with each unit.

A4-24 08 80 50 (R0) Glazing dated June 16, 2008. Revise section as follows:

DELETE Item 2.3.9

ADD Item 2.3.9 PbGL: Leaded Glass Thickness as required to achieve sheet lead protection shown on drawings and 11 mm minimum thick. Lead Barium glass of high optical grade with over 60% heavy metal oxide including a min 55% PbO: LX-57B by Nippon Electric Glass.”

ADD Item .3.10 Tempered Obscure Glazing 'AET GL':

- .1 One pane ASTM C1048, Kind FT, Condition A, Type I, Class 1, Quality q3, // 3 mm (1/8 inch) thick minimum.
- .2 Acid Etched on surface number 2.

ADD Item 2.3.11 Tempered Coloured Obscure Glazing 'GL-COLR':

- .1 Both panes clear glass ASTM C1036, Type I, Class 1, Quality q3.
- .2 Thickness: Each pane min. 3 mm (1/8 inch) minimum.
- .3 Custom cut multi colour interlayer design and fabricated from computer generated file provided by *Consultant/Owner*

A4-25 08 42 29 (R0) Automatic Entrances, latest revised issue dated July 14, 2008. Revise section as follows:

ADD to 2.7 as follows:

- .3 Sidelite Presence Sensor:
 - .1 IRIS Presence Sensor as manufactured by BEA;
 - .2 Sensor must provide two (2) curtains of infrared for detection of stationary objects within the sensing pattern;
 - .3 Infrared curtains shall have angle adjustment capability, and shall be capable to reach within 2" (51 mm) of the face of the sliding door;
 - .4 Sensor shall have an adjustable sensing pattern, determined by a user-selectable lens. Pattern size adjustments made by field-masking a lens shall not be acceptable;
 - .5 Sensor dimensions 10.3" (L) x 2.2" (H) x 1.43" (D);
 - .6 Sensor shall provide a 6'-6" (1.98 m) wide (wide lens) pattern when mounted at 7'-0" (2.13 m), and a 3'-3" (1 m) wide pattern when using the narrow lens;
 - .7 Sensor shall have a minimum self-adaptation time of thirty (30) seconds that enables the sensor to learn permanently changed environments.

A4-26 08 42 33 (R0) Revolving Doors Entrances, latest revised issue dated July 14, 2008. Revise section as follows:

REVISE 2.2.3 to read as follows: Ceiling shall be minimum ½" plywood; aluminum clad, finish to match door finish.

ADD 2.4.4 to read as follows: Door Speed Reduction Switch: Provide revolving door manufacturers standard barrier free door speed reduction switch, per ANSI A.156.27

ADD 2.7 as follows:

2.7 SIGNAGE

- .1 Automatic Door Sign: Automatic revolving doors shall be marked with a visible sign, included the words "Automatic Door", minimum 25 mm (1") tall black letters placed at $\pm 2"$ (50 mm) to $\pm 1'-0"$ (300 mm) from the floor to the centreline of the sign.
- .2 Slow Speed Activation Sign: The sign shall read one (1) of the following: "Activate to Slow" or "Press to Slow". The letters shall be 5/8" (16 mm) minimum tall and located within 1'-0" (300 mm) of the device and in accordance with authorities having jurisdiction.
- .3 Emergency Stop Sign: The sign shall read "Emergency Sign". The letters shall be 5/8" (16 mm) tall and located within 1'-0" (300 mm) of the emergency stop switch and in accordance with authorities having jurisdiction.

A4-27 08 44 13 (R0) Glazed Aluminum Curtainwall, latest revised issue dated June 16, 2008. Revise section as follows:

REVISE 1.4.5 to read as follows: Include for, but not limited to cladding, glazing, insulation, air/vapour barriers, metal trims, closures, pre-finished aluminum fascias and soffits at projections, overhangs and trim, flashings, vents, anchorage, fixings, reinforcing and related items of work to provide a complete cladding system and related aluminum work, such as trim, accent bands etc. to meet the design criteria.

A4-28 08 80 50 (RO) Glazing dated June 16, 2008. Revise section as follows:

REVISE 1.3.2 to read as follows: “Shop Drawings: Submit shop drawings in accordance with Submittal Procedures. Shop drawings submitted for engineered stainless steel canopy supports to be prepared and stamped by engineer, registered and licensed to practice in the Province of Ontario.”

ADD 2.4 as follows:

2.4 CANOPY GLASS SUPPORTS

- .1 Brushed Stainless Regular Duty Single Arm Column Mount Spider, c/w necessary parts to mount to column or post and c/w required glass hardware, for a complete and secure installation. Model No. PMR1BS as manufactured by CRL Laurence or approved alternate.
- .2 Brushed Stainless Regular Duty Double Arm Column Mount Spider, c/w necessary parts to mount to column or post and c/w required glass hardware, for a complete and secure installation. Model No. PMR2BS as manufactured by CRL Laurence or approved alternate.

A4-29 08 87 55 (RO) Decorative Window Film.dated June 16, 2008. Revise section as follows:

REVISE 2.1 to read as follows:

2.1 MANUFACTURERS

- .4 Acceptable Manufacturer: 3M Window Film, www.3m.com/windowfilm as distributed by Convenience Group Inc. <http://www.conveniencegroup.com>
- .5 Acceptable Alternate Manufacturers: Decorative Films, LLC;
- .6 Proposed Substitutions:
 - .1 Substitutions: Requests for substitutions will be considered as per Substitution Procedures and with the approval of the *Consultant*;
 - .2 Prior Approval: If included in the *Bid*, are substitute products which have not been approved by the *Consultant*, the originally specified product(s) shall be provided without additional compensation;
 - .3 Submittals which do not provide adequate data for the product evaluation as outlined in Substitution Procedures will not be considered.

2.2 FILMS

- .1 Combination Patterned Film (CPF):
 - .1 Fasara - Illumina Decorative/Privacy Glazing Film, Product No. SH2FG IM:
 - .1 Ultraviolet Rejected (ASTM E 903): Not less than 99 %;
 - .2 Visible Light Transmission (ASTM E 903, ASTM E308): Not more than 49 %;
 - .3 Visible Light Rejected (ASTM E 903): Not less than 19 %;
 - .4 Solar Heat Reduction: Not less than 14 %;
 - .5 Shading Coefficient at 90° (Normal Incidence) (ASTM E 903): Not less than 0.62.
 - .2 Fasara - Milky Milky Decorative/Privacy Glazing Film Product No. SH2MA MM:
 - .1 Ultraviolet Rejected (ASTM E 903): Not less than 99 %;

- .2 Visible Light Transmission (ASTM E 903, ASTM E308): Not more than 49 %;
- .3 Visible Light Rejected (ASTM E 903): Not less than 19 %;
- .4 Solar Heat Reduction: Not less than 14 %;
- .5 Shading Coefficient at 90° (Normal Incidence) (ASTM E 903): Not less than 0.62.
- .3 Patterned Film for Typical Sidelights and Screens (GPF):
 - .1 Fasara – Milky White Decorative/Privacy Glazing Film Product No. SH2MA ML;
 - .2 Locations as noted on door and frame schedule and drawing elevations. Also referenced on drawings as “acid etch film”.
- .4 Opaque Privacy Window Film (GPF-O):
 - .1 Provide opaque privacy film on sliding doors to ultrasound rooms as noted on door and frame schedule. Submit samples of opaque film, for approval;
 - .2 Privacy Film for Ultrasound Room Doors: CGI Blackout Film as distributed by Convenience Group Inc. <http://www.conveniencegroup.com> Description: White on white, opaque privacy film, Product Code: CGI6904, or approved equal.

A4-30 08 90 00 (RO) Louvres dated July 14, 2008. Revise section as follows:

REVISE 2.2.1.2 to read as follows: “Louvers shall be architectural blade Louver Type CB638 with visible vertical mullions and concealed mullions. Louvers shall be 101.6 mm (4”) deep and assembled entirely from extruded aluminum components. Blades and.....”

DELETE 2.2.1.5.1: Delete in its entirety.

A4-31 Door and Frame Schedule dated August 11, 2008. Schedule revised as follows:

REPLACE Door and Frame Schedule in its entirety with Door and Frame Schedule dated September 15th, 2008, appended herein (88 pages). Addendum 4 changes only are highlighted and the entire schedule is included to provide a consolidated schedule with updated page numbers and including previous changes to original schedule.

A4-32 09 21 16 (RO) Gypsum Board Assemblies” dated June 16, 2008 and as revised in Addendum #3, August 11, 2008 . Revise section as follows:

DELETE article 2.1.4.20

ADD

2.1.2.7 Paperless Gypsum Board Materials

- .1 Paperless Gypsum Board: ASTM C 630, ASTM C-1177, glass matt faced, gypsum board core, reinforced with inorganic glass fibers 1200 wide by longest lengths practicable. Thickness unless specified otherwise: 16mm (5/8”) thickness, ends square cut, tapered edges. Fire rated for use in fire resistive designs. Complying with ASTM C 1117, Type X. ASTM D 3273 -Mold resistant.
- .2 Manufacturer: G-P Gypsum , Model 'DensArmour Plus Interior Guard'
- .3 Section 01600: Product Options - Substitutions: Not permitted.

ADD

2.14 FILLABLE TRIMS

- .18 Exposed Fillable Edge Trims: Exposed edges around windows, doors etc and as shown on the drawings:
 - .1 D-200 A - 5/8" fillable metal trim by Bailey Metal Products Ltd
 - .2 D-200 B - 5/8" fillable metal trim by CGC or # 4411 fillable channel trim By Bailey Metal Products Ltd
- .19 Fillable Control Joint Trims: One-piece, rolled zinc with V-shaped slot and removable strip covering slot opening - Control Joint No. 093 by CGC
- .20 Fillable Reveal Trim: D 300 - 5/8" fillable metal trim for 5/8' reveal by Bailey Metal Products Ltd.

ADD

2.15 BLOCKING SHEET METAL REINFORCEMENT

- .1 Premanufactured Blocking : Flexible wood backing, plywood and sheet metal system including splice plates and trimable plywood blanks for field fitting; 'Danback Flexible wood blocking, Danback Trimables and connector plates - Product No.s D16U and D24U ' distributed by Dietrich Metal Framing Pittsburgh, PA (412) 281-2805.
- .2 Sheet Metal Reinforcement (Metal Reinforcement): ASTM A653M - Steel Sheet, commercial quality galvanized to Z 180 designation galvanized sheet steel Min. 1.5 mm thick in 150 mm wide strips x 3050 mm lg.
- .3 Runner Metal Reinforcement: ASTM A653M - Steel Sheet, commercial quality galvanized to Z 180 designation galvanized sheet steel Min. 1.2 mm thick.

ADD

3.3 PARTITION FRAMING

- .10 Premanufactured Wood -Metal Blocking: Install blocking for support of plumbing fixtures, and wall mounted cabinets, handrails wall and bumper guards etc.
- .11 Metal Reinforcement: Provide for building in and reinforcement of all wall mounted items and as shown on drawings. Coordinate with the work of other sections to ensure mounting heights and locations are reinforced as shown and reinforcement/backing meets design/load requirements:
 - .1 Provide continuous reinforcement of all wall mounted Bumper Guards and Wall Guards and as shown on drawings.
 - .2 Elimination of reinforcement in lieu of direct attachment of accessories or equipment to studs will not be allowed

REVISE

3.11 APPLICATION CEMENT BACKING BOARD

- .1 provide cement backing board at wet areas, at all locations with stone, ceramic or porcelain tile finish as shown and indicated.

ADD .3 Finishing of cement backing board: Where tile finish covers only a portion of the wall plane allow for Level 5 finishing of the portions of the cement backing board not covered with tile and the entire wall plane.

ADD

3.16 INSTALLATION: FINISHING

- .10 Install foam tape gasket insulating strips continuously at edges of gypsum board and casing beads abutting metal window and exterior door frames, to provide thermal break.
- .11 Finishing of Paperless Gypsum Board: Allow for Level 5 finishing of all portions of the wall and the entire 'wet' wall plane.

A4-33 09 30 13 (RO) Ceramic Tiling dated June 16, 2008. Revise section as follows:

2.1 TILE

DELETE item 2.1.1.4.3 and **REPLACE** with "Size: 6" x 6"; "

ADD the following to article 2.1:

- .2 Manufacturer's information:
 - .1 Mosa: Royal Mosa (Netherlands) distributed by World Mosaic Stone & Tiles, Toronto 416-929-1555
 - .2 Stone Tile: Stone Tile International inc., Toronto 416-515-9000

REVISE 2.3.4.1 to read: Typical edge and external corners: "Schiene" trim as manufactured by Schluter. Where **CG-1** is indicated, use "ECK-E" as manufactured by Schluter;

REVISE 2.6.9 heading to read "Edge Protection (**GC-1**)"

REVISE 2.6.9.5 to read: "Allow for an additional 10 % extra materials, to be installed as directed by *Consultant*."

A4-34 09 51 13 (RO) Acoustical Panel Ceilings (ACT) dated June 16, 2008 and as revised in Addendum #1, July 14, 2008. Revise section as follows:

2.1.6 REPLACE "ACT 5" with "ACT 5 (MET/ACT)"

A4-35 09 54 27 (RO) Wood Ceilings dated June 16, 2008. Revise section as follows:

1.7.1: REPLACE "Wood Veneer Panel:" with "Wood Panel:"

REVISE 2.1 header to read: **PANEL GRILLE WOOD CEILINGS (WD/LIN)**

REVISE 2.1.1 to read as follows: The wood strips shall be manufactured by Rulon Company, St. Augustine, Florida. The wood strips shall be made from prime grade, all-natural cherry wood with selected finish. Finish as selected by the Consultant from the manufacturers standard finish range. The Panel Grille shall be Profile PG 10-11-22D having wood strips 11/16" wide x 1 3/8" deep with 1/2" inches spacing between strips.

REVISE 2.4.1 to read as follows: "Wood for edges, borders and perimeter trims, shall be supplied in accordance with *Consultant's* design drawings." **DELETE**: "Wood wall products specified shall be supplied by the panel grille manufacturer."

- A4-36 09 63 40 (R0) Stone Flooring dated June 16, 2008. Revise section as follows:
2.1 TILE MATERIALS
DELETE item 2.1.1
- A4-37 **ADD** document “09 96 59 (R0) High Build Coatings” dated September 15, 2008 and consisting of four (4) pages, forming part of the *Contract Documents* and is appended hereto.
- A4-38 Room finish schedule dated September 15, 2008. Schedule revised as follows:
REVISED various pages of Room Finish Schedule dated September 15, 2008: Page numbers of revised pages as follows: Room Finish Schedule Notes (2 pages); Pages 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24, 29, 31, 33, 37, 38, 47, 49, 50, 53, 63, 65, 66, 67, 70, 71, 72, 74, 76, 84, 86, 87, 88, 93, 97, 100, 104, 105, 115, 117, 123, 124, 126, 134, 135, 145, 150, 151, 163, 176, 177, 178, 179, 181, and 184, to 214 (94 pages total) are revised as indicated and are appended hereto. For pages 184 to 213 describing the Cancer Centre, addendum 4 changes are highlighted and the remaining pages are provided to consolidate schedule, update page numbers and include previous changes to original schedule.
- A4-39 10 25 13 (R0) Patient Bed Service Walls dated July 14, 2008. Revise section as follows:
REVISE 2.2.1 to read as follows: HU-1 to HU-3: Model “Integris 2002B” c/w required accessories, and accessories as shown on drawings, headwall unit lengths may vary, see drawings for various lengths. As manufactured by Hill-Rom Canada Inc., conforming to CAN/CSA-C22.1, CAN/CSA C22.2 No. 0, CAN/CSA Z305.1 and CAN/CSA Z318.6, including, but not limited to the following optional features/components:
ADD 2.2.2 as follows: “HU-4: Model “Integris 2001B” c/w required accessories, and accessories as shown on drawings, headwall unit lengths may vary, see drawings for various lengths. As manufactured by Hill-Rom Canada Inc., conforming to CAN/CSA-C22.1, CAN/CSA C22.2 No. 0, CAN/CSA Z305.1 and CAN/CSA Z318.6, including, but not limited to the optional features/components as listed above.”
ADD 2.2.3 as follows: “Service Strips: SS-1 to SS-3 as shown on drawings. C/w S.S. lockable cover, as manufactured by Hill-Rom Canada Inc.”
ADD 2.2.4 as follows: “Articulating Arm (AA-1): dual articulating arm Model Latitude as manufactured by Hill-Rom Canada Inc. 9000 Series Service Head on telescoping arm.”
- A4-40 10 26 10 (R1) Wall and Corner Guards (R1) dated August 11, 2008. Revise section as follows:
DELETE article 2.1.3
REPLACE 2.1.4 header with “Existing Handrail (EX.HR) and Existing Crash Rail (EX.BG):
REVISE 2.1.6.1 as follows “Model HRBW-20E 5 5/8” high (142.9 mm) wood handrail”...
ADD the following to article 2.1.8.2: “to extend from top of base to finished ceiling;”
REVISE article 2.1.8.3 to read: “Provide an additional 10% extra material (to be installed as directed by the Consultant);”
ADD the following to article 2.1.9.1: “to extend from top of base to finished ceiling;”
REVISE article 2.1.9.2 to read: “Provide an additional 10% extra material (to be installed as directed by the Consultant);”
ADD the following to article 2.1.10.1: “Model CRWS-2;”

ADD the following articles to 2.1:

- .12 Corner Guard (**CG-4**) 135°:
 - .1 76 x76 mm Acrovyn corner guard with continuous retainer, to extend from top of base to finished ceiling;
 - .2 For 135° corners;
 - .3 Model SM-20ME
 - .4 Acceptable Manufacturer: Construction Specialties, Inc., Mississauga, Ontario.
 - .5 Provide an additional 10% extra material (to be installed as directed by the Consultant).
- .13 Acrovyn wall protection products to be PVC-Free Thermoplastic, "Arcovyn 3000" by Construction Specialties, Inc.:
 - .4 Crash rails assembly to consist of a continuous aluminum retainer with snap-on "Acrovyn 3000" cover and integral shock absorbing cushions. Colour matched end caps and corners to be removable for ease of replacement. Attachment hardware shall be appropriate for wall conditions;
 - .5 PVC-Free Thermoplastic: Extruded material should be high impact "Acrovyn 3000" with pebble grain texture, nominal .078" (1.98 mm) thickness. Chemical and stain resistance should be per ASTM D-1308 standards as established by the manufacturer. Consult factory for colour selection;
 - .6 Aluminum Retainers: Extruded aluminum retainers should be 6063-T6 alloy, nominal .062" (1.57 mm) thickness. Minimum strength and durability properties as specified in ASTM B221;
 - .7 Fasteners: Fasteners to be non-corrosive and compatible with aluminum retainers. Required fasteners to be supplied by the manufacturer.
- .14 Stainless Steel Guards (**CG**): 16 ga Type #304 alloy with #4 satin finish, complete with strippable protective film. 90 x 90 mm corner guard, locations as shown on drawings.:
 - .1 **CO-8**: at 90° corners;
 - .2 **CO-8M**: at 135° corners;
 - .3 **SCO-8**: at wall ends.
 - .4 Extend corner guards 1200mm above top of base unless noted otherwise.
 - .5 Radiused to suit in OR's with all edges caulked.
 - .6 Acceptable Manufacturer: Specialties, Inc., Mississauga, Ontario.
 - .7 Provide an additional 10% extra material for each model (to be installed as directed by the Consultant)

A4-41 10 28 10 (R1) Toilet and Bath Accessories dated July 14, 2008. Revise section as follows:

REVISE 2.2.3 heading to read as follows: Sanitary napkin/tampon dispenser:

ADD the following to article 2.2.5:

- .8 Provide heavy-duty white vinyl shower curtain and stainless steel hooks with each curtain rod.
- .9 Provide rod with curtain and hooks at showers including prefabricated units (SH5).

ADD 2.2.15: "Sanitary Napkin Disposal (**SND**): as supplied by Owner and installed under this Contract."

A4-42 10 50 00 (R0) Miscellaneous Specialties issued with Addendum #3 dated August 11, 2008. Revise section as follows:

REVISE 2.2.1.9 heading to read “Fabric (where required match existing as per Room Finish Schedule Notes):”

ADD the following to article 2.2.1 as follows:

- .11 Fabric (locations as per Room Finish Schedule Notes)
 - .1 Fabrics 100% Avora FR Polyester, 72” wide, manufactured by Arc Com.
 - .2 FAB 5: Canopy AC-32845, colour: Safari #6
 - .3 FAB 6: Julep AC-32880, colour: Shore #1
 - .4 FAB 7: Lunaria AC-32891, colour: Apricot #2
 - .5 FAB 8: Canopy AC-32845, colour: Desert #2

ADD the following to article 2.2 as follows:

- .4 Motorized Projection Screen: Elite V MAX Electric screen. Model no. VMAX120UWV2, 120” diagonal (4:3), Max White screen material, in-ceiling mounting kit for recessed installation.

ADD the following to article 2.2 as follows:

- .4 Security and Crowd Control Mirrors, (location and quantities as shown on drawings):
 - .3 Acceptable manufacturer: Carr McClean, Toronto, ON <http://www.carrmclean.ca>
 - .1 Type 1: 90⁰ view round convex mirrors, 26” diameter. Distortion free plexiglass c/w special swivel mounting. Model 10-267 as manufactured by Carr McClean;
 - .2 Type 2: 160⁰ view round convex mirrors, 26” diameter. Distortion free plexiglass c/w special swivel mounting. Model 10-274 as manufactured by Carr McClean;
 - .3 Type 3: 180⁰ view round convex mirrors, 32” diameter. Distortion free plexiglass c/w special swivel mounting. Model 10-296 as manufactured by Carr McClean
 - .4 Approved alternate manufacturers:
 - .1 Security Mirror Industries Limited, Toronto, ON <http://www.securitymirror.com>
 - .2 Brodart Limited, Brantford, ON <http://www.brodart.ca>

A4-43 **DELETE** document “10 56 27 (R0) Mobile Storage Shelving” dated July 14, 2008 and consisting of two (2) pages, as issued by Addendum #1, and remove it from the Project Manual and from the *Contract Documents*. Substitute with document “10 56 27 (R1) Mobile Storage Shelving - Manual” dated September 15, 2008 and consisting of five (5) pages, forming part of the *Contract Documents* and is appended hereto.

A4-44 10 71 13 (R1) Exterior Sun Control Devices dated August 11, 2008. Revise section as follows:

ADD 2.2.3 as follows: “A minimum of 900 mm deep unless indicated otherwise.”

A4-45 **DELETE** document “11 73 00 (R0) Patient Care Equipment” dated June 16, 2008 in its entirety.

A4-6 Division 11 Appendix A and B

REPLACE selected pages of Appendix A and Appendix B for Division 11 as issued previously with the seventy (70) pages issued as part of this Addendum. Refer to cover sheet of Appendix A and B Revisions document for overall scope definition of changes. Individual line item changes on pages have been highlighted with grey shading for reference.

ADD Letter of Intent for RIVA Equipment TAG/ID# CP-ARM01

Refer to Letter of Intent between Royal Victoria Hospital and Intelligent Hospital Systems Ltd dated September 9th, 2008 and appended to this section.

The Royal Victoria Hospital has issued the Letter of Intent to Intelligent Hospital Systems Ltd in order to establish a fixed priced for the supply, delivery, installation, commissioning and warranty for the CHEMO PREPARATION ARM ROBOTIC, TAG/ID# CP-ARM01, contained and specified in Division 11 Equipment – Appendix 'A'. The fixed price is \$1,250,000.00 CAN plus PST plus GST.

This Letter of Intent and its attachments (Schedules 1, 2 and 3) replace all items and specifications in Division II Equipment – Appendix 'A' – Equipment Schedule with TAG/ID# CP-ARM01.

It is the intention that Project Co. will execute the Master Purchase and Sale Agreement for RIVA units (North America) and the Supplement to the Master Purchase and Sale Agreement for RIVA units (North America). Project Co. will also execute a Master Installation and Support Agreement (North America) and a Supplement to the Master Installation and Support Agreement (North America) referred to in the Letter of Intent.

Project Co. shall then become responsible for the issuance of a Purchase Order (PO) to Intelligent Hospital Systems Ltd. and a payment of 20% of the fixed price within 30 days of Financial Close. The balance of the payment shall commensurate with the terms and conditions outlined in the Master Purchase and Sale Agreement for RIVA units (North America).

ADD Equipment for Hot Lab 2G080 and Hot Lab Storage 2G080A

Refer to Sketches from Mottlab (2 pages) and Alchemy Extrusions (13 pages) attached and forming part of this addendum. Provide equipment and furnishings in Hot Lab and Hot Lab Storage as noted on sketches. Project Co. shall contact the following vendors reps for pricing related to sketches as provided.

Mark Sedlmair
Territory Sales Manager
mottLAB Inc.
Office: 905-331-1877
Fax: 905-331-1880
Mobile: 289-259-2740

Bill Warriner
Alchemy Extrusions
Toll free: 1-866-979-7911
Phone: 905-297-7911
Fax: 905-385-2614
www.alchemyextrusions.com

A4-47 12 24 00 (R0) Window Shades dated June 16, 2008. Revise section as follows:

ADD the following to article 2.2.2 as follows:

.5 Blackout Fabric:

.1 100% opaque, four (4) ply fibre shade material tear resistant fibreglass coated with vinyl;

- .2 Performance and Flame Retardance as specified herein.
- .6 Manual Shade system types:
 - .1 Single manual solar shade indicated as “Roller Shade” on drawings.
 - .2 Dual manual shade system (blackout and solar) indicated as “Dual Shade System.”

A4-48 32 01 02 (RO) Civil Exterior Improvements, dated June 2008. Revise section as follows:

ADD the following to article 1.2 as follows:

- .3 The Contractor is to note, that with the installation of any Siamese, flush mounted or Free Standing connections, material specifications are to be found in Section 21 13 13 as provided by HHA.

ADD the following to article 1.4 as follows:

- .8 The Contractor is to be aware that the top of the structure for MH 17 is on site and shall only need to be priced for installation. This will also be the same for MH 16A.
- .9 The Contractor is to be aware that the following structures will need to be adjusted from their existing grades to proposed grades. It is the responsibility of the Contractor to satisfy themselves to the extent of removal of modoloc and the addition of appropriate sections to adjust the grades to proposed. The structures to be adjusted are the following: Storm system– MH #4, #7, #8, #9, #10, #12, #13, #15, and #17. CBMH #1and #2. CB #3 and #32. Sanitary System–MH #2A, #3A, #4A, #5A, #6A, #10A, #11A, #12A, #13A, #14A and #15A.
- .10 The Contractor is to be aware, that when adjusting the Sanitary Structures, that the following MH's will need to have an exterior drop installed, as per OPSD 1003.02: MH #2A, #3A, #4A and #5A.

A4-49 32 01 03 (RO) Civil Exterior Improvements, dated June 2008. Revise section as follows:

ADD the following to article 1.0 as follows:

- .5 The Contractor is to be aware that there are 10 existing concrete light pole bases to be removed. Approximate sizes are: polebase is .600 mm dia, approximately .900 mm in depth and the footings are 2 m2 with a diameter of .600 mm. This item is to include is to include full restoration of the pole base area, which includes, fill, granulars and asphalt, to match existing conditions.
- .6 Where existing water main facilities are required to be abandoned, or where the existing abandoned facilities are discovered during removals or construction, the Contractor shall remove all existing pipes where shown and all pipe abandonment shall have ends sealed with a minimum of .600 mm grout plug or mechanical plug. This item is to include is to include full restoration of the pole base area, which includes, fill, granulars and asphalt, to match existing conditions.

A4-50 32 01 05 (RO) Civil Exterior Improvements, dated June 2008. Revise section as follows:

ADD the following to article 1.3 as follows:

- .3 The contractor is responsible for the design of all necessary thrust restraint systems. The Contractor is to provide 5 copies of design drawings stamped by a professional engineer for review, for all restraint systems not covered by OPSD 1103.020 or OPSD 1103.010.

- .4 The contractor shall furnish all material, equipment and labour necessary to disinfect all new water mains and all existing water mains disturbed by construction in accordance with AWWA Standard C651. No water system improvements shall be put into service until satisfactory disinfection has been confirmed by bacteriological samples.
- .5 The contractor shall furnish all material, equipment and labour necessary to conduct hydrostatic pressure/leakage testing in Accordance with AWWA Standard C600. The main, during testing, shall be subjected to a pressure of 1034 Kpa (150 psi) for a minimum of 2 hours. The Contractor is to provide 48 hr notice of all intended testing and must be witnessed by the Contract Administrator. The allowable leakage acceptable for each section tested will be provided by the Contract Administrator at the time of the testing.

REMOVE the following article, 1.5.4 as follows:

- .4 Single stage barrier curb to comply with OPSD-600.110, curb and gutter on main roadway to be OPSD 600.080, Emergency entrance shall be BSD-17 modified rollover. Refer to approved drawings for specific limits of each curb spec. Concrete material to be as per OPSS 1350, with minimum strength of 35MPa at minimum 28 day.

ADD the following revised article, 1.5.4 as follows:

- .4 Single Stage barrier curb to comply with OPSD-600.110, two stage curb and gutter on main roadway to comply with OPSD 600.070. Emergency entrance shall be BSD-17 modified rollover. Refer to approved drawings for specific limits of each curb type. Concrete material to be as OPSS 1350 with minimum strength of 35 MPA at a minimum 28 day.

A4-51 **ADD** document "33 46 23 (RO) Site Drainage" dated September 15, 2008 and consisting of three (3) pages, forming part of the *Contract Documents* and is appended hereto.

Structural Addendum

A4-52 **REFER** to Structural Addendum No. 4 dated September 15, 2008 and is appended hereto.

Mechanical Addendum

A4-53 **REFER** to Mechanical Addendum No. 4 dated September 15, 2008 and is appended hereto.

Electrical Addendum

A4-54 **REFER** to Electrical Addendum No. 4 dated September 15, 2008 and is appended hereto.

A4-55 The following drawings **RE-ISSUED** dated September 15, 2008.

DRAWINGS/DETAILS TO BE RE-ISSUED:

DRAWINGS/DETAILS TO BE RE-ISSUED:

A200 SERIES:

PLAN DETAILS – LEVEL 2 – D2010 – re-issued
PLAN DETAILS – LEVEL 2 – D2011 – re-issued
PLAN DETAILS – LEVEL 2 – D2021 – re-issued
PLAN DETAILS – LEVEL 2 – D2022 – re-issued
PLAN DETAILS – LEVEL 3 – D2038 – re-issued
PLAN DETAILS – LEVEL 4 – D2059 – re-issued
PLAN DETAILS – LEVEL 5 – D2072 – re-issued
PLAN DETAILS – LEVEL 5 – D2073 – re-issued

A400 SERIES:

SECTION DETAILS - D4014 - re-issued
SECTION DETAILS - D4026 - re-issued
SECTION DETAILS - D4031 - re-issued
SECTION DETAILS - D4042 - re-issued
SECTION DETAILS - D4074 - re-issued

A700 SERIES:

TYPICAL SHOWER DETAILS - D7002 - re-issued
FOLDING PARTITION - D7008 - re-issued
MILLWORK DETAILS - D7013 - re-issued
MILLWORK DETAILS - D7014 - re-issued
MILLWORK DETAILS - D7032 - re-issued
MILLWORK DETAILS - D7033 - re-issued

NEW DRAWINGS/DETAILS TO BE ISSUED:

A200 SERIES: TYPICAL GUY WIRE/SUPPORT POST DETAIL - D2126 - new detail issued

A300 SERIES: INTERIOR SCREEN SECTION DETAILS - D3006 - new detail issued

A700 SERIES: TYPICAL SHOWER DETAILS - D7028 - new detail issued

A800 SERIES:

CEILING DETAILS, D8019 - new detail issued
CEILING DETAILS, D8020 - new detail issued

BA GROUP:

TRAFFIC CONTROL PAVEMENT MARKINGS - PM-1 - new drawing issued

SMART WATERING SYSTEMS:

IRRIGATION ADDITIONS - SK-IR1-4 - new sketch issued

HERMAN MILLER DRAWINGS:

GENERAL NOTES - HM-100.0 - re-issued
OVERALL MODULAR CASEWORK PLAN - HM-101.0 - re-issued
MISSION CONTROL/BIOCHEMISTRY MODULAR CASEWORK PLAN - HM-102.0 - re-issued
MISSION CONTROL/BIOCHEMISTRY MODULAR CASEWORK ELEVATIONS - HM-102.1 - re-issued
BIOBANK MODULAR CASEWORK PLAN - HM-103.0 - re-issued
BIOBANK MODULAR CASEWORK ELEVATIONS - HM-103.1 - re-issued
MICROBIOLOGY MODULAR CASEWORK PLAN - HM-105.0 - re-issued
MICROBIOLOGY MODULAR CASEWORK ELEVATIONS - HM-105.1 - re-issued
HISTOLOGY/CYTOLOGY MODULAR CASEWORK PLAN - HM-106.0 - re-issued
HISTOLOGY/CYTOLOGY MODULAR CASEWORK ELEVATIONS - HM-106.1 - re-issued
HISTOLOGY/CYTOLOGY MODULAR CASEWORK ELEVATIONS & 3Ds - HM-106.2 - re-issued
CYTOLOGY MODULAR CASEWORK PLAN & ELEVATIONS - HM107.0 - re-issued

SKETCHES TO BE ISSUED:

PARTIAL LEGEND – INTERIOR PARTITION – SK-A001-1 – new sketch issued

PART SITE PLAN – WEST ENTRANCE – SK-A100-1 – new sketch issued
GENERAL SITE PLAN NOTES – SK-A100-2 – new sketch issued
PART SITE PLANS – STAINLESS STEEL HANDRAILS – SK-A102-1 – new sketch issued
STAINLESS STEEL HANDRAIL ELEVATIONS – SK-A103-1 – new sketch issued
STAINLESS STEEL HANDRAIL ELEVATIONS – SK-A103-2 – new sketch issued
BARRIER FREE PARKING STALL SYMBOL - SK-A103-3 - new sketch issued
PART LEVEL 2 CODE ANALYSIS – SK-A122-2 – new sketch issued
PART LEVEL 2 CODE ANALYSIS – SK-A122-3 – new sketch issued
PART LEVEL 4 CODE ANALYSIS – SK-A124-4 – new sketch issued

CANOPY DETAILS – SK-A203-2 – new sketch issued
WEST CANOPY DETAILS – SK-A204-1 – new sketch issued
PARTIAL ROOF PLAN LEGEND - SK-A205-2 - new sketch issued
PARTIAL ROOF PLAN – SK-A205-3 – new sketch issued
PARTIAL ENLARGED ROOF PLAN – SK-A206-2 – new sketch issued
PART PLAN – LEVEL 1 – BLOCK F – SK-A214-1 – new sketch issued
PART PLAN – LEVEL 2 – BLOCKS F-G – SK-A225-2 – new sketch issued
PART PLAN – LEVEL 2 – BLOCK F – SK-A225-3 – new sketch issued
PART PLAN – LEVEL 5 – BLOCK C – NORTH – SK-A251-1 – re-issued
PART PLAN – LEVEL 5 – BLOCK F – SK-A254-2 – new sketch issued

EXTERIOR MATERIALS LEGEND – SK-A302-1 – new sketch issued
PARTIAL ELEVATION – SK-A308-1 – new sketch issued
PARTIAL ELEVATION – SK-A308-2 – new sketch issued
CURTAIN WALL ELEVATION - CW5 - SK-A315-2 - new sketch issued
CURTAIN WALL ELEVATION - CW8 - SK-A315-3 - new sketch issued
PARTIAL CURTAIN WALL ELEVATION - CW15A - SK-A317-1 - new sketch issued
INTERIOR SCREEN REVISIONS – SK-A320-1 – re-issued
INTERIOR SCREEN REVISIONS – SK-A320-2 – re-issued

PARTIAL WALL SECTIONS – SK-A402-1 – new sketch issued
PARTIAL WALL SECTIONS – SK-A406-1 – new sketch issued
PARTIAL WALL SECTIONS – SK-A412-1 – new sketch issued

PART ENLARGED PLAN – LEVEL 2 – SK-A605-3 – new sketch issued
PART ENLARGED PLAN – LEVEL 2 – SK-A605-4 – new sketch issued
PART ENLARGED PLAN – LEVEL 2 – SK-A605-5 – new sketch issued
PART ENLARGED PLAN – LEVEL 2 – SK-A607-2 – new sketch issued
PART ENLARGED PLAN – LEVEL 2 – IMAGING – SK-A608-3 – new sketch issued
PART ENLARGED PLAN – LEVEL 2 – IMAGING – SK-A608-4 – new sketch issued
PART ENLARGED PLAN – LEVEL 2 – SK-A608-5 – new sketch issued
PART ENLARGED PLAN – LEVEL 2 – IMAGING – SK-A608-6 – new sketch issued
PART ENLARGED PLAN – LEVEL 2 – SK-A609-2 – new sketch issued
PART ENLARGED PLAN – LEVEL 2 – SK-A609-3 – new sketch issued
PART ENLARGED PLAN – LEVEL 2 – SK-A610-2 – new sketch issued
PART ENLARGED PLAN – LEVEL 2 – SK-A610-3 – new sketch issued
PART ENLARGED PLAN – LEVEL 2 – SK-A611-1 – new sketch issued
PART ENLARGED PLAN – LEVEL 2 – SK-A611-2 – new sketch issued
PART ENLARGED PLAN – LEVEL 2 – SK-A611-3 – new sketch issued
PART ENLARGED PLAN – LEVEL 2 – HEALTH RECORDS – SK-A612-3 – new sketch issued
PART ENLARGED PLAN – LEVEL 2 – HEALTH RECORDS – SK-A612-4 – new sketch issued
PART ENLARGED PLAN – LEVEL 2 – SK-A616-1 – new sketch issued
PART ENLARGED PLAN – LEVEL 2 – LABORATORY SERVICES – SK-A617-3 – new sketch issued

PART ENLARGED PLAN – LEVEL 2 – SK-A618-2 – new sketch issued
PART ENLARGED PLAN – LEVEL 2 – SK-A618-3 – new sketch issued
PART ENLARGED PLAN – LEVEL 2 – SK-A620-1 – new sketch issued
PART ENLARGED PLAN – LEVEL 2 – SK-A622-1 – new sketch issued
PART ENLARGED PLAN – LEVEL 2 – SK-A622-2 – new sketch issued
ALTERNATE PRICING FOR TYPICAL BARRIER FREE PRIVATE WASHROOMS – SK-A627-2 –
re-issued
PART ENLARGED PLAN – LEVEL 3 – SK-A627-4 – new sketch issued
PART ENLARGED PLAN – LEVEL 4 – SK-A630-1 – new sketch issued
PART ENLARGED PLAN – LEVEL 4 – SK-A630-2 – new sketch issued
SLAB DESPRESSION PART PLAN AND LEGEND – SK-A642-1 – re-issued

INTERIOR ELEVATIONS – SK-A702-1 – new sketch issued
INTERIOR ELEVATIONS – SK-A702-2 – new sketch issued
INTERIOR ELEVATIONS – SK-A702-3 – new sketch issued

REFLECTED CEILING PLAN LEGEND – SK-A811-1 – new sketch issued
PART REFLECTED CEILING PLAN – LEVEL 1 – NORTH – SK-A813-2 – new sketch issued
PART REFLECTED CEILING PLAN – LEVEL 1 – NORTH – SK-A813-3 – new sketch issued
PART REFLECTED CEILING PLAN – LEVEL 1 – NORTH – SK-A813-4 – new sketch issued
PART REFLECTED CEILING PLAN – LEVEL 2 – BLOCK C – SK-A821-4 – new sketch issued
PART REFLECTED CEILING PLAN – LEVEL 2 – BLOCK A – NORTH – SK-A823-4 – new
sketch issued
PART REFLECTED CEILING PLAN – LEVEL 2 – BLOCK E – SK-A824-1 – new sketch issued
PART REFLECTED CEILING PLAN – LEVEL 2 – BLOCK F – SK-A825-1 – re-issued
PART REFLECTED CEILING PLAN – LEVEL 2 – BLOCK F – SK-A825-5 – re-issued
PART REFLECTED CEILING PLAN – LEVEL 2 – BLOCK F – SK-A825-6 – new sketch issued

SMRCC MASTER DRAWING LIST (revised) Appended to, and forming part of this Addendum No.4
consisting of thirteen (13) pages and dated September 15, 2008

- End of Addendum 4 -

SEPTEMBER 15, 2008.

06-007 Simcoe Muskoka Regional Cancer Centre
 MASTER DRAWING LIST
 ADDENDUM #4: RE-ISSUED - NEW - SK-A___ DRAWINGS

File Name	Drawing No.	Drawing Title	Scale	Description
SECTION DETAILS				
	4501			NOT USED
	4502	TYP STONE CLADDING @ LEVEL 3	1:5	
	4503	TYP PRECAST CONC & FLASHING PARAPET	1:5	
	4504	PENTHOUSE BASE DETAIL/PLENUM WALL BASE DETAIL	1:5	
	4505			NOT USED
	4506	PENTHOUSE PARAPET DETAIL @ LOUVER	1:5	
	4507	TYP CW AT GRADE	1:5	ADDENDUM 3 - RE-ISSUED
	4508	EXTERIOR ENVELOPE DETAIL	1:5	
	4509	EXTERIOR ENVELOPE DETAIL	1:5	
	4510			NOT USED
	4511			NOT USED
	4512	TYP CW AT STONE CLADDING DETAIL	1:5	
	4513	LOUVER & METAL CLADDING REVEAL		REF 450 - ADDENDUM #4 - RE-ISSUED
	4514	TYPICAL METAL CLADDING REVAL		REF 450 - ADDENDUM 1 - NEW
	4515	STONE VENEER PANEL COURSING TYPICAL ELEVATION DETAIL	1:25	
	4516	FND @ DUCT FOR FUTURE BUNKER EXPANSION		ADDENDUM 1 - NEW
	4517			NOT USED
	4518			NOT USED
	4519			NOT USED

4520	CW AT MECH. PLENUM DETAIL			ADDENDUM 1 - RE-ISSUED
4521	PARAPET AT MECHANICAL PLENUM DETAIL			CHIMNEY EAST FACE PARAPET
4522	CW BASE AT BUNKER CORR 1C220-1			ADDENDUM #3 - RE-ISSUED
4523	PARAPET AND CW AT BUNKER CORR 1C220-1			
4524	CW SILL @ STAFF LOUNGE 3C092			ADDENDUM #3 - RE-ISSUED
4525	PARAPET @ BUNKER CORR 1C220-1 GRID 25			
4526	BRIDGE STAIR TO BUNKER LANDSCAPED ROOF			ADDENDUM #3 - RE-ISSUED
4527	STAIR & DOOR AT BUNKER LANDSCAPED ROOF			ADDENDUM #3 - RE-ISSUED
4528	PARAPET + DRAIN AT BUNKER LANDSCAPED ROOF			ADDENDUM #3 - RE-ISSUED
4529	RAINWATER LEADER AT BUNKER FND GRID 25			
4530	PARAPET SCUPPER @ BUNKER CORR 1C220-1 GRID 25			ADDENDUM #3 - RE-ISSUED
4531	PARAPET + CW AT CORR 1C220-3			ADDENDUM #3 - RE-ISSUED
4543	CW AT FIREPLACE WAITING ROOM 2C024-1			
4544	GLASS WALL BASE DETAIL AT WAITING ROOM 3C056			ADDENDUM #3 - RE-ISSUED
4545	GLASS WALL HEAD DETAIL AT WAITING ROOM 3C056			ADDENDUM #3 - RE-ISSUED
4546	CW BASE DETAIL BURIED SUPPLY DUCT WAITING ROOM 2C024-1			
4547	WAITING ROOM 2C024-1 ROOF AND PARAPET DETAIL			
4548	THRESHOLD DETAIL WAITING ROOM 2C024-1			REF A452 - ADDENDUM 1 - NEW
4549	EXTERIOR DOOR HEAD AND THRESHOLD DETAILS AT VESTIBULE 1C220-2			REF A452 - ADDENDUM #3 - NEW
4550	CW DETAILS AT CORRIDOR EAST WALL			REF A452 - ADDENDUM 1 - NEW
4560	BRICK TO ROOF TRANSITION			REF A452 + A350 - ADDENDUM 1 - NEW
4561	PATIO PLANTER DETAIL GRID 21			REF 5/A454 - ADDENDUM 1 - NEW
4562	CURTAIN WALL DOOR JAMB AND HEAD DETAIL	1:2		
4563	ROOF LADDER DETAILS	1:10		
4564	PATIO CW DOOR THRESHOLD			
4565				NOT USED
4566	TYPICAL FOUNDATION WALL AT BUNKER SECTION DETAIL			ADDENDUM 1 - RE-ISSUED
4567				NOT USED
4568	PATIO GUARD LEVEL 3 GRID PP			ADDENDUM 1 - RE-ISSUED
4569	PATIO CW BASE			ADDENDUM 1 - RE-ISSUED
4580	WALL SECTION DETAIL AT GRID MM			REF A453 - ADDENDUM #3 - NEW

6501	TYPICAL JAMB AT STONE WALL AND INTERIOR PARTITION	1:5	
6502	BRICK TO CURTAINWALL TRANSITION AT GRID 25		REF A452 - ADDENDUM 3 - RE-ISSUED
6503	FLASH DETAIL AT GRID 25		REF A452 - ADDENDUM 1 - NEW
6504			NOT USED
6505	TYPICAL PLAN DETAIL AT CIRCULAR ARCH CONC COLUMN	1:10	ADDENDUM 1 - NEW
6506			NOT USED
6507			NOT USED
6508			NOT USED
6509	SEPARATE PRICE NO.XX BUNKER 1C239	1:50	ADDENDUM 1- NEW
6520	FOLDING PARTITION DETAILS		
6530	CHEMO HAND SINK		
6531	DOOR JAMB DETAILS AT LEAD [PB] PROTECTION		REF A657 - ADDENDUM #3 - RE-ISSUED
6532	RWL PLAN DETAIL AT BUNKER - SOUTH WALL		REF A652 - ADDENDUM 1 - RE-ISSUED
6540	LINO FLOOR PATTERN AT TREATMENT AND CT SIM ROOMS	various	
6541	LINO FLOOR PATTERN AT EXAM ROOM - PLAN DETAILS	various	
6542			NOT USED
6543	EXTERIOR DOOR JAMB DETAIL AT VESTIBULE 1C220-2		REF 652 - ADDENDUM 1 - NEW
6544	EXTERIOR GLAZING AT BUNKER GLAZING		REF 654 - ADDENDUM 1 - NEW
6545	RWL AND MULLION DETAIL AT BUNKER GLAZING		REF 654 - ADDENDUM #3 - RE-ISSUED
6546	FRAMED CURTAIN WALL AT COURTYARD		REF 654 - ADDENDUM #3 - RE-ISSUED
6547	LOBBY FRAMED CURTAIN WALL AT STAIR 2C-N		REF 653 - ADDENDUM 1 - NEW
6548	CORRIDOR 3C001-3 + PATIO GLAZING		REF 656 - ADDENDUM 1 - NEW
6549	STAFF LOUNGE 3C092 AND PATIO CORNER GLAZING		REF 656 - ADDENDUM #3 - RE-ISSUED
6550	BUNKER MAZE ROUND CORNER PLAN DETAIL		REF A652 - ADDENDUM #3 - RE-ISSUED
6551			NOT USED
6552	INTERLOCKING RADIATION SHIELDING BLOCK DETAILS		REF A652 - ADDENDUM #3 - RE-ISSUED
6553	LINEAR ACCELERATOR BASE FRAME PIT DETAILS		ADDENDUM 1 - RE-ISSUED
6554	POLYETHYLENE SHEET PLAN DETAIL		
6555	BORATED POLYETHYLENE SHEET DETAIL		ADDENDUM 1 - RE-ISSUED
6556	TYPICAL LINEAR ACCELERATOR PIT DETAIL		ADDENDUM 1 - RE-ISSUED
6557	BORATED POLY/PLAIN POLY INSTALLATION DET		REF SRCC 2409
6558	CT SIM LASER MOUNT DETAIL		REF A651 - ADDENDUM #3 - NEW
6559	FIRE RATED GLAZED ASSEMBLY DETAILS AT ROOM 3C019		REF A656 - ADDENDUM #3 - RE-ISSUED

7511	TYP DETAILS - WOOD BASE AND PANELS	1:5	ADDENDUM 1 - RE-ISSUED
7512	TYP WOOD PANELLING DETAILS	1:2	ADDENDUM #3 - RE-ISSUED
7513	MILLWORK STANDARD DETAIL SECTIONS	1:25	ADDENDUM #3 - RE-ISSUED
7514	MILLWORK STANDARD DETAIL SECTIONS	1:25	
7515	MILLWORK STANDARD DETAIL SECTIONS	various	ADDENDUM 1 - RE-ISSUED
7516	DOOR FRAME AND SCREEN PROFILE DETAILS	1:5	ADDENDUM #3 - RE-ISSUED
7517	MILLWORK LOCKER / LINEN HAMPER + HAND SANITIZER DETAILS	various	
7518	H.S.S. POST AND PLATE FOR PARTIAL HEIGHT WALLS	1:5	
7519	TYPICAL MILLWORK DETAILS	1:2	ADDENDUM #3 - RE-ISSUED
7520	PATIENT RESOURCE MILLWORK DRAWER STORAGE + UPPERS		ADDENDUM #3 - RE-ISSUED
7521	PATIENT RESOURCE MILLWORK PLAN DETAILS	1:10	ADDENDUM 1 - RE-ISSUED
7523	PATIENT RESOURCES TV STORAGE SECTION		REF A752 - ADDENDUM #3 - RE-ISSUED
7524	PASS THROUGH WINDOW	1:10	REF D6542 - ADDENDUM 1 - RE-ISSUED
7525	MILLWORK SECTION DETAILS	various	ADDENDUM #3 - RE-ISSUED
7526	MILLWORK SECTION DETAILS	1:25	ADDENDUM #3 - RE-ISSUED
7527	MIRROR AND TACKBOARD DETAILS	various	ADDENDUM 1 - RE-ISSUED
7528			NOT USED
7529			NOT USED
7530			NOT USED
7531	TYPICAL MILLWORK SECTION DETAILS	1:5	
7532	TYPICAL MILLWORK SECTION DETAILS	1:5	
7533	TYPICAL MILLWORK DETAILS	1:20	ADDENDUM #3 - RE-ISSUED
7534	MILLWORK DETAILS		ADDENDUM 1 - RE-ISSUED
7535	MILLWORK DETAILS		ADDENDUM 1 - RE-ISSUED
7536	BREAKOUT DOOR DETAILS ROOMS 3C024, 3C026 & 3C027A/B	1:2	
7537	SPS SINK BACKSLASH AT CHEMO - SECTION DETAIL		ADDENDUM 1 - RE-ISSUED
7538	CONTROL ROOM SCREEN SECTION DETAIL		REF 3/750
7539	CONTROL ROOM SCREEN SECTION DETAIL		REF 3/750 - ADDENDUM 1 - NEW
7540	CONTROL ROOM CLOSET SECTION DETAIL		REF 1/750
7541			NOT USED
7542			NOT USED
7543	CONTROL ROOM SCREEN PLAN DETAIL		REF 3/750 - ADDENDUM 1 - RE-ISSUED
7544	PATIENT SIGN-IN MILLWORK TYP		REF A753 - ADDENDUM 1 - RE-ISSUED
7545			NOT USED

	8551	TREATMENT ROOM CEILING LASER MOUNT DETAIL	ADDENDUM 1 - NEW
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SK-ADDENDUM						
	SK-A216-1	PARTIAL LEVEL 1 PLAN - BLOCK G		1:100		ADDENDUM #4
	SK-A216-2	PARTIAL LEVEL 1 PLAN - BLOCK G		1:100		ADDENDUM #4
	SK-A216-3	PARTIAL LEVEL 1 PLAN - BLOCK G		1:100		ADDENDUM #4
	SK-A226-1	PARTIAL LEVEL 2 FLOOR PLAN BLOCK G		1:100		ADDENDUM #3
	SK-A226-2	PARTIAL LEVEL 2 FLOOR PLAN BLOCK G		1:200		ADDENDUM #3
	SK-A226-3	PARTIAL LEVEL 2 FLOOR PLAN BLOCK G		1:200		ADDENDUM #4
	SK-A226-4	PARTIAL LEVEL 2 FLOOR PLAN BLOCK G		1:200		ADDENDUM #4
	SK-A236-1	PARTIAL LEVEL 3 FLOOR PLAN BLOCK G		1:200		ADDENDUM #3
	SK-A236-2	PARTIAL LEVEL 3 FLOOR PLAN BLOCK G		1:200		ADDENDUM #4
	SK-A246-1	PARTIAL LEVEL 4 FLOOR PLAN BLOCK G		1:100		ADDENDUM #3
	SK-A246-2	PARTIAL LEVEL 4 FLOOR PLAN BLOCK G		1:100		ADDENDUM #4
	SK-A256-1	PARTIAL LEVEL 5 FLOOR PLAN BLOCK G		1:100		ADDENDUM 1
	SK-A256-2	PARTIAL LEVEL 5 FLOOR PLAN BLOCK G		1:100		ADDENDUM #3
	SK-A256-3	PARTIAL LEVEL 5 FLOOR PLAN BLOCK G		1:100		ADDENDUM #4
	SK-A266-1	PARTIAL LEVEL 6 ROOF PLAN BLOCK G		1:100		ADDENDUM 1
	SK-A266-2	PARTIAL LEVEL 6 ROOF PLAN BLOCK G		1:100		ADDENDUM #3
	SK-A350-1	EAST ELEVATION BLOCK G		1:100		ADDENDUM 1
	SK-A350-2	EAST ELEVATION BLOCK G		1:100		ADDENDUM 1
	SK-A350-3	EAST ELEVATION BLOCK G		1:100		ADDENDUM 1
	SK-A350-4	NORTH ELEVATION BLOCK G		1:100		ADDENDUM 1
	SK-A350-5	PARTIAL ELEVATIONS BLOCK G		1:100		ADDENDUM #3
	SK-A350-6	PARTIAL ELEVATIONS BLOCK G		1:100		ADDENDUM #3
	SK-A350-7	PARTIAL ELEVATIONS BLOCK G		1:100		ADDENDUM #4
	SK-A351-1	SOUTH ELEVATION BLOCK G		1:100		ADDENDUM 1

SK-A351-2	SOUTH ELEVATION BLOCK G	1:100	ADDENDUM 1
SK-A351-3	SOUTH ELEVATION BLOCK G	1:100	ADDENDUM 1
SK-A351-4	PARTIAL BUILDING SECTION BLOCK G	1:100	ADDENDUM 1
SK-A351-5	PARTIAL BUILDING SECTION BLOCK G	1:100	ADDENDUM 1
SK-A351-6	SOUTH ELEVATION BLOCK G	1:100	ADDENDUM #3
SK-A351-7	SOUTH ELEVATION BLOCK G	1:100	ADDENDUM #4
SK-A352-1	PARTIAL ELEVATION AT RETAINING WALL	1:100	ADDENDUM 1
SK-A352-2	PARTIAL ELEVATION/SECTION	1:100	ADDENDUM #3
SK-A360-1	CURTAIN WALL ELEVATIONS BLOCK G	1:50	ADDENDUM #3
SK-A360-2	CURTAIN WALL ELEVATIONS BLOCK G	1:50	ADDENDUM #4
SK-A361-1	CURTAIN WALL ELEVATIONS BLOCK G	1:50	ADDENDUM #3
SK-A362-1	INTERIOR SCREEN ELEVATIONS BLOCK G	1:50	ADDENDUM #3
SK-A362-2	INTERIOR SCREEN ELEVATIONS BLOCK G	1:50	ADDENDUM #3
SK-A450-1	PARTIAL WALL SECTIONS BLOCK G	1:25	ADDENDUM #3
SK-A450-2	PARTIAL WALL SECTIONS BLOCK G	1:25	ADDENDUM #3
SK-A450-3	PARTIAL WALL SECTIONS BLOCK G	1:25	ADDENDUM #4
SK-A450-4	PARTIAL WALL SECTIONS BLOCK G	1:25	ADDENDUM #4
SK-A451-1	PARTIAL WALL SECTIONS BLOCK G	1:25	ADDENDUM 1
SK-A451-2	PARTIAL WALL SECTIONS BLOCK G	1:25	ADDENDUM 1
SK-A451-3	PARTIAL WALL SECTIONS BLOCK G	1:25	ADDENDUM #3
SK-A452-1	PARTIAL WALL SECTIONS BLOCK G	1:25	ADDENDUM 1
SK-A452-2	PARTIAL WALL SECTIONS BLOCK G	1:25	ADDENDUM 1
SK-A452-3	PARTIAL WALL SECTIONS BLOCK G	1:25	ADDENDUM #3
SK-A452-4	PARTIAL WALL SECTIONS BLOCK G	1:25	ADDENDUM #3
SK-A453-1	PARTIAL WALL SECTIONS	1:25	ADDENDUM 1
SK-A453-2	PARTIAL WALL SECTIONS	1:25	ADDENDUM #3
SK-A453-3	WALL SECTIONS BLOCK G	1:25	ADDENDUM #3

SK-A453-4	WALL SECTIONS BLOCK G	1:25	ADDENDUM #4
SK-A453-5	WALL SECTIONS BLOCK G	1:25	ADDENDUM #4
SK-A454-1	PARTIAL WALL SECTIONS	1:25	ADDENDUM 1
SK-A454-2	PARTIAL WALL SECTIONS	1:25	ADDENDUM 1
SK-A454-3	PARTIAL WALL SECTIONS	1:25	ADDENDUM #3
SK-A501-1	STAIR 5G-Q PLAN / SECTION PART OF DRAWING A501	1:50	ADDENDUM 1
SK-A503-1	STAIR 4G-SA - PLAN AND SECTION	1:50	ADDENDUM #3
SK-A550-1	STAIR N - LEVEL 4	1:50	ADDENDUM #3
SK-A550-2	STAIR OO - LEVEL 4	1:50	ADDENDUM #3
SK-A550-3	STAIR OO - LEVEL 4 - DOOR TO ROOF PLAN	1:50	ADDENDUM #4
SK-A551-1	STAIR 2G-C PLAN PART OF DRAWING A551	1:50	ADDENDUM 1
SK-A551-2	STAIR 2G-C PLAN PART OF DRAWING A551	1:50	ADDENDUM 1
SK-A650-1	PARTIAL LEVEL 1 FLOOR PLAN BLOCK G	1:50	ADDENDUM #3
SK-A651-1	PARTIAL LEVEL 1 FLOOR PLAN BLOCK G	1:50	ADDENDUM 1
SK-A651-2	PARTIAL LEVEL 1 FLOOR PLAN BLOCK G	1:50	ADDENDUM #3
SK-A651-3	PARTIAL LEVEL 1 FLOOR PLAN BLOCK G	1:50	ADDENDUM #3
SK-A651-4	PARTIAL LEVEL 1 FLOOR PLAN BLOCK G	1:50	ADDENDUM #3
SK-A651-5	PARTIAL LEVEL 1 FLOOR PLAN BLOCK G	1:50	ADDENDUM #3
SK-A651-6	PARTIAL LEVEL 1 FLOOR PLAN BLOCK G	1:50	ADDENDUM #4
SK-A652-1	PARTIAL LEVEL 1 FLOOR PLAN BLOCK G	1:50	ADDENDUM 1
SK-A652-2	PARTIAL LEVEL 1 FLOOR PLAN BLOCK G	1:50	ADDENDUM 1
SK-A652-3	PARTIAL LEVEL 1 FLOOR PLAN BLOCK G	1:50	ADDENDUM 1
SK-A652-4	PARTIAL LEVEL 1 FLOOR PLAN BLOCK G	1:50	ADDENDUM 1
SK-A652-5	PARTIAL LEVEL 1 FLOOR PLAN BLOCK G	1:50	ADDENDUM #3
SK-A652-6	PARTIAL LEVEL 1 FLOOR PLAN BLOCK G	1:50	ADDENDUM #3

SK-A652-7	PARTIAL LEVEL 1 FLOOR PLAN BLOCK G	1:50	ADDENDUM #3
SK-A652-8	PARTIAL LEVEL 1 FLOOR PLAN BLOCK G	1:50	ADDENDUM #3
SK-A652-9	PARTIAL LEVEL 1 FLOOR PLAN BLOCK G	1:50	ADDENDUM #4
SK-A653-1	PARTIAL LEVEL 1 FLOOR PLAN BLOCK G	1:50	ADDENDUM #3
SK-A653-2	PARTIAL LEVEL 1 FLOOR PLAN BLOCK G	1:50	ADDENDUM #3
SK-A653-3	PARTIAL LEVEL 1 FLOOR PLAN BLOCK G	1:50	ADDENDUM #4
SK-A653-4	PARTIAL LEVEL 1 FLOOR PLAN BLOCK G	1:50	ADDENDUM #4
SK-A654-1	PARTIAL LEVEL 2 FLOOR PLAN BLOCK G	1:50	ADDENDUM 1
SK-A654-2	PARTIAL LEVEL 2 FLOOR PLAN BLOCK G	1:50	ADDENDUM #3
SK-A654-3	PARTIAL LEVEL 2 FLOOR PLAN BLOCK G	1:50	ADDENDUM #3
SK-A654-4	PARTIAL LEVEL 2 FLOOR PLAN BLOCK G	1:50	ADDENDUM #3
SK-A655-1	PARTIAL L3 FLOOR PLAN	1:50	ADDENDUM 1
SK-A655-2	PARTIAL LEVEL 3 FLOOR PLAN BLOCK G	1:50	ADDENDUM #3
SK-A655-3	PARTIAL LEVEL 3 FLOOR PLAN BLOCK G	1:50	ADDENDUM #4
SK-A655-4	PARTIAL LEVEL 3 FLOOR PLAN BLOCK G	1:50	ADDENDUM #4
SK-A657-1	PARTIAL LEVEL 4 FLOOR PLAN BLOCK G	1:50	ADDENDUM #3
SK-A750-1	PARTIAL INTERIOR ELEVATION TREATMENT ROOM	1:25	ADDENDUM 1
SK-A750-2	PARTIAL INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM 1
SK-A750-3	PARTIAL TREATMENT ROOM INTERIOR ELEVATION BLOCK G	1:25	ADDENDUM #3
SK-A750-4	PARTIAL TREATMENT ROOM INTERIOR ELEVATION BLOCK G	1:25	ADDENDUM #3
SK-A750-5	PARTIAL INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM #3
SK-A751-1	PARTIAL INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM 1
SK-A751-2	PARTIAL INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM #3
SK-A751-3	PARTIAL INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM #3
SK-A751-4	PARTIAL INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM #3
SK-A751-5	PARTIAL INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM #4
SK-A752-1	PARTIAL INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM 1

SK-A752-2	PARTIAL INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM 1
SK-A752-3	PARTIAL INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM 1
SK-A752-4	PARTIAL INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM 1
SK-A752-5	PARTIAL INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM 1
SK-A752-6	PARTIAL INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM #3
SK-A752-7	PARTIAL INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM #3
SK-A752-8	PARTIAL INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM #3
SK-A753-1	STAFF LOUNGE KITCHEN MILLWORK ELEVATION	1:50	ADDENDUM 1
SK-A753-2	INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM 1
SK-A753-3	INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM #3
SK-A754-1	PARTIAL INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM 1
SK-A754-2	PARTIAL INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM #3
SK-A755-1	INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM #3
SK-A755-2	INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM #3
SK-A816-1	CT SIMULATOR CEILING 1C154 + 1C156	1:100	ADDENDUM 1
SK-A816-2	CT SIMULATOR CEILING 1C154 + 1C156	1:100	ADDENDUM #3
SK-A816-3	PARTIAL REFLECTED CEILING PLAN BLOCK G	1:100	ADDENDUM #3
SK-A816-4	PARTIAL REFLECTED CEILING PLAN BLOCK G	1:100	ADDENDUM #3
SK-A826-1	CONFERENCE ROOM CEILING	1:100	ADDENDUM 1
SK-A826-2	PARTIAL REFLECTED CEILING PLAN - BLOCK G	1:100	ADDENDUM #4
SK-A826-3	PARTIAL REFLECTED CEILING PLAN - BLOCK G	1:100	ADDENDUM #4
SK-A836-1	MECH COORDINATION BLOCK G	1:100	ADDENDUM 1
SK-A836-2	CHEMO CLG - MECH COORDINATION BLOCK G	1:100	ADDENDUM 1
SK-A836-3	CHEMO CLG - MECH COORDINATION BLOCK G	1:100	ADDENDUM 1
RE-ISSUED LARGE DWG			

A505	STAIR G-B BLOCK F	1:50	ADDENDUM #4 - RE-ISSUED

This Addendum forms Part of the RFP and Contract Documents for the above Project as follows:

E4-1 SPECIFICATIONS

1.1 **Specification Section 26 01 01 Electrical General Requirements:**

- .1 To Article 7.8, Wiring Terminations add new Paragraph .4 as follows:
 ".3 The following applies to all of :
 .1 High Voltage Cables
 .2 13.8 kV Switchboards
 .3 Liquid Filled Power Transformers
 .4 Dry Type Transformers +1000 volts
 .5 Power Generation Diesel
 .14 On Line UPS
 .15 Automatic Transfer Switches

All exposed bus bars and cable terminations for High Voltage Cables and any Low Voltage Cable at the above equipment must be suitably insulated.

Note: Contractor is responsible for advising all equipment manufacturers, during the Bid Period, of this new requirement.

1.2 **Specification Section 26 51 13 Lighting - Article 3.3 Luminaire List:**

- .1 Add new Luminaire Type 'LL' as follows:

'LL'	<p>Wall mounted 203mm x 305mm x 51mm (8"x 12" x 2") deep (nominal) high brightness L.E.D. luminaire sign with custom wording to read as follows: "Room In Use - Do Not Enter". Luminaire shall be constructed of extruded aluminum. Message shall be red letters screened onto a black background and complete with "black-out" feature. Frame to be black. Verify mounting height with Architect prior to installation.</p> <p>Voltage: 120V</p> <p>Manufacturer:</p> <p>Beghelli #BE2000 "Room In Use - Do Not Enter" Emergi-lite #CLLPEX52B-120V "Room Use - Do Not Enter" Lumacell #LE450SW "Room Use - Do Not Enter" Uniglo #"Room Use - Do Not Enter"-1000-Wall-1-R-B-B-A-L-2</p> <p>Notes:</p> <p>1) Luminaire shall have double the amount of LED's that are standard. They will require a strip of High Brightness LED's on the top as well as on the bottom of the interior of the luminaire.</p> <p>2) Wording must <u>not</u> be visible when light is "off" and must be readily visible when light is "on".</p>	-
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- .2 Luminaire Types 'FE', 'FE1' and 'FE2' : Add Focal Point as an approved equal.
- .3 Luminaire Types 'CA', 'CD', 'CD1', 'CD2', 'CD3', 'CE', 'CE1', 'CJ', 'CK' and 'CL': Add Canlyte as an approved equal.

1.3 Specification Section 28 23 00 Patient CCTV Monitoring Systems:

- .1 Add to Article 1.2 Work Included, Paragraph .1 the following additional CCTV Systems:
 - “.1 Certain Patient areas of this project is to be provided with local independent Patient CCTV Monitoring Systems. The systems shall be provided for the following areas:
 - .7 Nuclear Medicine Scanner Room #2G095**
 - .8 Nuclear Medicine Scanner Room #2G097**

1.4 Specification Section 28 23 10 Access Control System:

- .1 Item 1.2 (Work Included), change Item 1.2.9 to read "Low voltage power supplies to be provided by Door Hardware Division, installed and wire by Division 26."
- .2 Item 1.16 (Spare Components), delete Items 1.16.1.3 and 1.16.1.5.
- .3 Item 1.17 (Scope), change item 1.17.1.2 to read "Magnetic Lock Permits". Magnetic Locks to be provided by the Door Hardware Manufacturer.
Delete Item 1.17.1.4.
Change Item 1.17.1.5 to read "Wire, conduit and connections to card reader, door alarms, electric strikes, electric locks, magnetic locks and power supplies (electric strikes, electric locks, magnetic locks and power supplies provided by Door Hardware Division).
- .6 Item 2.11 (Power Supplies), change item 2.11.1 to read "Power supplies, 24 volt AC and/or DC including transformer and/or rectifiers required for operation of the system shall be provided by the Door Hardware Division and installed and wired by Division 26. 120 volt AC power circuits shall be connected from the nearest emergency power panel."
Change Item 2.11.2 to read
The following is a list of power supplies requiring 120 volt power:
 - Level 1, Block C/F North (1 power supply)
 - Level 1, Block D/E (2 power supplies)
 - Level 1, Block G (3 power supplies)
 - Level 2, Block A South/B North (1 power supplies)
 - Level 2, Block C South/C North (2 power supplies)
 - Level 2, Block F (2 power supplies)
 - Level 2, Block A North/B North (2 power supplies)
 - Level 2, Block E (4 power supplies)
 - Level 2, Block D (2 power supplies)
 - Level 2, Block G (2 power supplies)
 - Level 2, New lobby (2 power supplies)
 - Level 3, Block A/B (1 power supplies)
 - Level 3, Block C South/C North (1 power supplies)
 - Level 3, Block F (2 power supplies)
 - Level 3, Block D (2 power supplies)
 - Level 3, Plan A236 (2 power supplies)
 - Level 2, Block E (2 power supplies)
 - Level 4, Block A South/B South (1 power supplies)
 - Level 4, Block C South/C North (1 power supplies)
 - Level 4, Block G, Plan A246 (1 power supplies)

- Level 4, Block A North/B North (1 power supplies)
 - Level 4, Block D (2 power supplies)
 - Level 4, Block E (2 power supplies)
 - Level 4, Block F (2 power supplies)
- Delete Item 2.11.3.

.7 Item 2.13 (Connection to Electric Door Hardware), delete item 2.13.2.

THE FOLLOWING DRAWINGS ARE ISSUED WITH THIS ADDENDUM

Sketches: New Issued

Sketch SK-E105-8
Sketch SK-E105-9
Sketch SK-E105-10
Sketch SK-E106a-3
Sketch SK-E106a-4
Sketch SK-E106a-5
Sketch SK-E107-1
Sketch SK-E107-2
Sketch SK-E107-3
Sketch SK-E108-1
Sketch SK-E320-1-R2
Sketch SK-E322-5
Sketch SK-E322-6
Sketch SK-E323-3
Sketch SK-E323-4
Sketch SK-E323-5
Sketch SK-E324-1-R2
Sketch SK-E325-1
Sketch SK-E325-2
Sketch SK-E351-1
Sketch SK-E420-5
Sketch SK-E423-2
Sketch SK-E423-3
Sketch SK-E425-1-R1
Sketch SK-E425-2
Sketch SK-E425-3
Sketch SK-E436-1
Sketch SK-E451-1
Sketch SK-E452-1
Sketch SK-E523-2
Sketch SK-E525-4
Sketch SK-E551-1
Sketch SK-E703-6
Sketch SK-E923-2
Sketch SK-E925-2
Sketch SK-E951-1

E4-2 DRAWINGS

2.1 Electrical Drawing No. E105 - Electrical Site Plan - Lighting (Drawing not re-issued):

.1 Provide additional Site Lighting demolition as shown on attached Sketches SK-E105-8 & SK-E105-9.

.2 Revise lighting as indicated on attached drawing no. SK-E105-10.

2.2 **Electrical Drawing No. E106a - Electrical Site Plan Lighting Plan and Details (Drawing not re-issued):**

.1 On Detail 7, revise lighting as indicated on attached Drawing SK-106a-3.

.2 On Detail 8, add lighting as indicated on attached Drawing SK-106a-4.

.3 Refer to Detail # 5/ E106a Part Site Plan - Northeast Courtyard; revise circuiting to fixture type 'HB' to add circuit 5B4-10 and 5B4-14 as indicated on attached Sketch SK-E106a-5.

2.3 **Electrical Drawing No. E107 - Lightning Protection System Roof Plan and Details (Drawing not re-issued):**

.1 Refer to new Link # 5G100-1 roof layout; revise lightning protection layout as shown on attached Sketch SK-E107-1.

.2 Provide lightning protection for the existing lab stacks and boiler stacks as indicated on attached Sketch SK-E107-2.

.3 Provide lightning protection for the North Canopy Roof as indicated on attached Sketch SK-E107-3.

2.4 **Electrical Drawing No. E108 - Lightning Protection System Foundation Plan and Details (Drawing not re-issued):**

.1 Provide lightning protection system for the North Entrance Canopy f as indicated on attached Sketch SK-E108-1.

2.5 **Electrical Drawing No. E206 - Miscellaneous Electrical Distribution Diagrams - Sheet 1 (Drawing not re-issued):**

.1 To Detail 8/ E206 add a Note reading "The five Power Conditioners as shown are for the four Radiation Treatment Rooms and the CT Simulator and are provided by the Owner and installed by Division 26".

2.6 **Electrical Drawing No. E210 - Electrical Composite Panel Schedule (Drawing not re-issued):**

.1 Refer to panel LR-2-2L1; revise breaker quantities for 20A, 1P from '10' units to '11' units and spaces from '15' to '14'.

2.7 **Electrical Drawing No. E106b - Electrical Roof Garden Lighting Plans and Details (Drawing not re-issued):**

.1 On Detail 1, revise Type 'LH' luminaires to Type 'LD'.

2.8 **Electrical Drawing No. E312 - First Floor Lighting Layout Block A-B North (Drawing not re-issued):**

.1 Refer to note # 6; revise note from " Washrooms 1126 and 1129 " to read " Hall 1125 ".

.2 Refer to note # 7; revise note from " Washrooms 1126 and 1129 " to read " Hall 1125 ".

- 2.9 **Electrical Drawing No. E320 - Second Floor Lighting Layout Block A-B South (Drawing not re-issued):**
- .1 Refer to Darkroom # 2438; add two light control switches to North wall adjacent to door entry, lock side.
 - .2 Refer to Laboratory Haematology area # 2442; revise lighting circuiting as indicated on attached Sketch SK-E320-1-R2.
- 2.10 **Electrical Drawing No. E322 - Second Floor Lighting Layout Block A-B North (Drawing not re-issued):**
- .1 Refer to Laboratory Room # 2451: revise lighting layout by deleting fixture type 'FG6' (2 units) and add three 'FG' fixture type, delete one regular light switch, relocate two sensor switches from South wall to wall adjacent door entry, as shown on attached Sketch, SK-E322-5.
 - .2 Refer to Corridor # 2G360-2, revise lighting as indicated on attached Sketch SK-E322-6.
- 2.11 **Electrical Drawing No. E323 - Second Floor Lighting Layout Block B-C North (Drawing not re-issued):**
- .1 Revise lighting arrangement (move two lights, add two lights), revise Luminaire Types (from Type 'FA' to Type 'FC3') and add switching (two switches) in Room #2G080 as shown on attached Sketch #SK-E323-3.
 - .2 Refer to area from ST WR #2G218 through to Change #2G222-1F; revise lighting layout as indicated on attached Sketch SK-E323-4, to reflect architectural changes.
 - .3 Refer to Mammo Waiting #2G103, Wr # 2G101; revise lighting layout to delete fixture types 'FD4', 'FW', motion sensor switch, two regular switches, 1 patient service strip type SS2, as indicated on attached Sketch SK-E323-5.
 - .4 Refer to Hub Room # 2751 and MIS Hub Room # 2575B" circuit the fixtures within the room to circuit # 1EB6-42.
- 2.12 **Electrical Drawing No. E324 - Second Floor Lighting Layout Block D - E (Drawing not re-issued):**
- .1 Refer to Private Rooms # 2G821 to #2G811 and Private Room # 2G829; revise lighting layout in each room to delete fixture type 'CC' (7 total), as indicated on attached Sketch SK-E324-1-R2.
- 2.13 **Electrical Drawing No. E325 - Second Floor Lighting Layout Block E-F (Drawing not re-issued):**
- .1 Refer to MRI # 2G349 and MRI # 2G345: delete fixture type 'FD3' (3 total), 'FG' (1 total), 'NA' (6 total), and control switches (9 total) and revise lighting layout as indicated on attached Sketch SK-E325-1.
 - .2 Refer to Read/Report Room # 2G352; delete fixture type 'FS3' (2 total) and control switch and revise lighting layout as indicated on attached Sketch SK-E325-2.
 - .3 Refer to Corridor # 2G057-2; add an additional fixture type 'FC' in corridor at grids Y and 15 circuited to 6B2-1-1.
- 2.14 **Electrical Drawing No. E346 - Fourth Floor Lighting Layout Block F - G (Drawing not re-issued):**

- .1 Refer to M/U Office # 3G518; add one additional motion control light switch to control lighting within room.

2.15 **Electrical Drawing No. E346 - Fourth Floor Lighting Layout Block F - G (Drawing not re-issued):**

- .1 Refer to Boiler Room # 4C002, double door entry; move lighting control switches on current North wall to East wall adjacent to double doors.
- .2 Refer to Ward Room # 4G163; add one additional fixture type 'CB' just North of Grid # 14 equally spaced and in line with other CB fixtures and circuited to 6B3-5.1.

2.16 **Electrical Drawing No. E351 - Fifth Floor Lighting Layout Block E - F (Drawing not re-issued):**

- .1 Refer to Link # 5G100-1 on detail #1/E351; revise lighting layout to add fixture type 'FL' (2 total), type 'HH' (1 total) and one control switch as indicated on Sketch SK-E351-1.

2.17 **Electrical Drawing No. E413 - First Floor Power Layout Block B-C North (Drawing not re-issued):**

- .1 At door no. 1G005A (between Corridor #1G005-2 and Lobby #1G005-1), add wiring in conduit from the power supply in the ceiling space to the door electric latch as per detail no. 9, dwg no E703.
- .2 Refer to drawing notes: add new note # 21 to read as follows; " SINGLE RECEPTACLE TO BE MOUNTED AT 510mm BELOW FINISHED CEILING, MOUNTED ADJACENT TO CLOCK OUTLET".

2.18 **Electrical Drawing No. E415 - First Floor Power Layout Block F-G (Drawing not re-issued):**

- .1 Add wiring in conduit from the power supply in the ceiling space to the door electric latch as per detail no. 9, dwg no E703 for the following doors:
 - door no. 1C001-1 (between Corr. #1G010-1 and Corr. #1C001-1)
 - door no. 1C019-1 (between Corr. #1G005-3 and Corr. #1C019-1)
 - door no. 1C104 (between Corr. #1C042-4 and Rm. #1C104)
 - door no. 1C220A and 1C220B (at Vest. #1C220-2)
- .2 Refer to Patient Prep Room # 1C103; sink GFI connection for Electronic Faucet to be circuited to 5B2-40.
- .3 At doors #1C220A and 1C220B in Vest. #1C220-2, add a 15A, 120V emergency connection for auto doors c/w conduit and wire to push plates.

2.19 **Electrical Drawing No. E420 - Second Floor Power Layout Block A-B South (Drawing not re-issued):**

- .1 In Room #2439, add a 15A, 120V connection for electronic sink. Provide a 15A, 120V normal circuit from Panel '6L4'.
- .2 Add wiring in conduit from the power supply in the ceiling space to the door electric latch as per detail no. 9, dwg no E703 for the following doors:
 - door no. 2358 (between Corr. #2382 and Rec. #2358)
 - door no. 2325 (between Corr. #2325 and Corr. #2308)
 - door no. 2300 (between Vest. #2300 and Corr. #2242)
 - door no. 2300A (between Vest. #2300 and Corr. #2238)
- .3 Refer to Blood Blank # 2439 East Wall adjacent to Entry # 2440; add Electronic Faucet, GFI direct connection circuited to 2EL4-26.

- .4 Refer to Haematology Room # 2442; add direct connection for mechanical Fan # F109 in ceiling space, 15A, 120V, 1PH, (260W) North/West of grids # ExB and Ex11, circuited to 2EL4-27.
- .5 Refer to Microbiology area; add direct connection for mechanical Fan # F110 in corridor ceiling space, 15A, 120V, 1PH, (260W) West of St Wr # 2453B, circuited to 2EL3-33
- .6 Refer to Histology/Cytology area; add direct connection for mechanical Fan # F111 in ceiling space of room # 2447, 15A, 120V, 1PH, (260W), circuited to 2EL3-35.
- .6 Refer to Cytology Room # 2447N: add direct connection for mechanical Fan # F66 in ceiling space of room , 15A, 120V, 1PH, (260W), circuited to 2EL3-37.
- .7 Refer to Electrical Room # 2455B; revise circuit # 2L1-1 to circuit # 2L1-21.
- .8 Refer to General Transcript Office # 2436D Grids Ex B and Ex 17; add furniture wall power feed and note reference # 30, to West side of column.
- .9 Refer to detail # 1/E420; revise note references above grid line Ex 10 from " 32 " to " 33 ".
- .10 Refer to power drawing notes; add the following power notes (typical for dwgs E420 - E426) as indicated on the attached Sketch SK-E420-5.
- .11 Refer to Laboratory area Biochemistry; relocate existing R.O.Water power supply from existing location to Column wall surface South side at Grid 11 between grid Ex B and Ex C. Extend wiring and conduit to new location as required. Final location to be confirmed on site.
- .12 Refer to Laboratory Microbiology area; add emergency power twist lock receptacle in ceiling space for new Emergency Shower located at grid Ex 12 between Ex B and Ex C. Circuit receptacle to GFI circuit # LR-2-2EL2-47.
- .13 Refer to Laboratory Haematology # 2442, Microbiology # 2437, Staining # 2447B, Cytology # 2447N; add one power direct connection on emergency power for new Fume hood, at each location. Circuit new Fume Hoods to LR-2-2EL2-49, LR-2-2EL2-51, LR-2-2EL3-39 and LR-2-2EL3-41 respectively.

2.20 **Electrical Drawing No. E421 - Second Floor Power Layout Block B-C South (Drawing not re-issued):**

- .1 Add wiring in conduit from the power supply in the ceiling space to the door electric latch as per detail no. 9, dwg no E703 for the following doors:
 - door no. 2501 (at Rm. #2501)
 - door no. 2573 (at Rm. #2573)
 - door no. 2578 (at Rm. #2578)
 - door no. 2582 (at Rm. #2582)
 - door no. 2545 (between Corr. #2545 and Corr. #2249)

2.21 **Electrical Drawing No. E422 - Second Floor Power Layout Block A-B North (Drawing not re-issued):**

- .1 Add wiring in conduit from the power supply in the ceiling space to the door electric latch as per detail no. 9, dwg no E703 for the following doors:
 - door no. 2183 (between Corr. #2183 and Corr. #2206)
 - door no. 2205 (between Vest. #2205 and Lobby #2124)
 - door no. 2205A (between Vest. #2205 and Corr. #2206)
 - door no. 2121 (between Vest. #2121 and Corr. #2130)
 - door no. 2G360 (between Corr. #2G360-4 and Corr. #2G064-1)

- door no. 2G360A (between Corr. #2G360-4 and Corr. #2G064-1)

2.22 **Electrical Drawing No. E423 - Second Floor Power Layout Block B-C North (Drawing not re-issued):**

- .1 Revise receptacle arrangement in Hot Lab Room #2G080 as shown on attached Sketch #SK-E423-2
- .2 Add new emergency power receptacles complete with new dedicated circuits for new Scanner Room CCTV Systems in Rooms #2G095, #2G095A & #2G097 as shown on attached Sketch #SK-E423-2.
- .3 Add wiring in conduit from the power supply in the ceiling space to the door electric latch as per detail no. 9, dwg no E703 for the following doors:
 - door no. 2750 (between Corr. #2750 and Corr. #2G033-1).
- .4 Refer to Mammo 1 Room # 2G111 and Mammo 2 Room # 2G112; unidentified power connection within room is for Mammography Equipment 35A, 208V, 3Phase.
- .5 Refer to area from ST WR #2G218 through to Change #2G222-1F; revise power layout as indicated on attached Sketch SK-E423-3, to reflect architectural changes.
- .6 Refer to Mammo Waiting Room # 2G103; relocate normal receptacle on circuit #6B10-35 to West wall (South end).
- .7 Refer to Stretcher #2G105 North patient bay; remove Service Strip 'SS2' and associated receptacles. Unused circuits to remain as spare circuits within panels.

2.23 **Electrical Drawing No. E424 - Second Floor Power Layout Block D-E (Drawing not re-issued):**

- .1 Add wiring in conduit from the power supply in the ceiling space to the door electric latch as per detail no. 9, dwg no E703 for the following doors:
 - door no. 2G650 (between Corr. #2G650 and Lobby #2G625-1)
 - door no. 2G653 (between Corr. #2G650-1 and Corr. #2G653-1)
 - door no. 2G450 (between Corr. #2G450-1 and Corr. #2G450-2)
 - door no. 2G538 (between Corr. #2G589-4 and Corr. #2G538-1)
 - door no. 2G589 (between Corr. #2G589-2 and Corr. #2G306-1)
 - door no. 2G507 (between Corr. #2G450-1 and Wait.. #2G507)
 - door no. 2G661 (between Corr. #2G650-1 and Corr. #2G661-1)
 - door no. 2G757 (between Vest. #2G757-2 and Corr. #2G661-3)
 - door no. 2G757 (between Vest. #2G757-2 and Corr. #2G757-1)
 - door no. 2G751 (between Vest. #2G751-1 and Corr. #2G661-2)
 - door no. 2G751A (between Vest. #2G751-1 and Corr. #2G751-2)
 - door no. 2G809 (between Vest. #2G809-1 and Corr. #2G589-4)
 - door no. 2G809A (between Vest. #2G809-1 and Corr. #2G751-2)
 - door no. 2G611 (between Vest. #2G611-1 and Exterior)

2.24 **Electrical Drawing No. E425 - Second Floor Power Layout Block E-F (Drawing not re-issued):**

- .1 In Rooms #2G239, 2G240, 2G243 and 2G244, add a 15A, 120V connection for electronic sinks (Total of 4). Provide a 15A, 120V normal circuit from Panel '6B14'.
- .2 Add wiring in conduit from the power supply in the ceiling space to the door electric latch as per detail no. 9, dwg no E703 for the following doors:
 - door no. 2G031 (between Corr. #2G031-1 and Atrium)
 - door no. 2G031A (between Corr. #2G031-1 and Corr. #2G060-1)

- door no. 2G152 (between Corr. #2G152-1 and Corr. #2G057-1)
 - door no. 2G200 (between Corr. #2G200-1 and Corr. #2G057-1)
 - door no. 2G011A (between Corr. #2G011-2 and Corr. #2G057-2)
 - door no. 2G047 (between Corr. #2G047-1 and Corr. #2G011-1)
 - door no. 2G306 (between Corr. #2G306-1 and Corr. #2G057-2)
 - door no. 2G260 (between Corr. #2G260-3 and Corr. #2G057-2)
 - door no. 2G268A (between Corr. #2G268-1 and Corr. #2G057-2)
 - door no. 2G057 (between Vest. #2G057-3 and Exterior)
 - door no. 2G268 (between Corr. #2G268-1 and Corr. #2G237-3)
 - door no. 2G570 (between Vest. #2G570-1 and Corr. #2G306-1)
 - door no. 2G493 (between Corr. #2G306-2 and Corr. #2G306-1)
 - door no. 2G064 (between Corr. #2G064-1 and Corr. #2183)
- .3 Refer to MRI # 2G349 and MRI # 2G345 area: revise power layout as indicated on attached SK-E425-1-R1.
- .4 Refer to Read/Report Room # 2G352; revise power layout as indicated on attached SK-E425-2.
- .5 Refer to CT1 Room # 2G243 and CT2 Room # 2G239; revise layout as indicated on attached SketchSK-E425-3.
- .6 Refer to Fluoro 1 Room # 2G244 and Fluoro 2 Room # 2G240; add Electronic Faucet, GFI direct connection circuited to 6B14-25.

2.25 Electrical Drawing No. E426 - Second Floor Power Layout Block F-G (Drawing not re-issued):

- .1 Add wiring in conduit from the power supply in the ceiling space to the door electric latch as per detail no. 9, dwg no E703 for the following doors:
- door no. 2G000 (between Vest. #2G000-1 and Exterior)
 - door no. 2G000B (between Vest. #2G000-1 and Atrium)

2.26 Electrical Drawing No. E433 - Third Floor Power Layout Block B-C North (Drawing not re-issued):

- .1 Add wiring in conduit from the power supply in the ceiling space to the door electric latch as per detail no. 9, dwg no E703 for the following doors:
- door no. 3513 (between Corr. #3513 and Corr. #3502)
 - door no. 3705 (at Corr. #3705)
 - door no. 3724 (between Corr. #3724 and Corr. #3739)
 - door no. 3739 (between Corr. #3739 and Corr. #3G102-1)

2.27 Electrical Drawing No. E434 - Third Floor Power Layout Block D-E (Drawing not re-issued):

- .1 Add wiring in conduit from the power supply in the ceiling space to the door electric latch as per detail no. 9, dwg no E703 for the following doors:
- door no. 3G500A (between Corr. #3100 and Corr. #3G502-1)

2.28 Electrical Drawing No. E436 - Third Floor Power Layout Block F-G (Drawing not re-issued):

- .1 Add new emergency power outlet complete with new dedicated circuit for "Electric Pass-Thru" in Room #3C037 as shown on attached Sketch #SK-E436-1.

2.29 Electrical Drawing No. E444 - Fourth Floor Power Layout Block D-E (Drawing not re-issued):

- .1 Add wiring in conduit from the power supply in the ceiling space to the door electric latch as per detail no. 9, dwg no E703 for the following doors:

- door no. 4100 (between Corr. #4100 and Corr. #4G502-1)
- door no. 4318 (at Corr. #4318)

2.30 **Electrical Drawing No. E445 - Fourth Floor Power Layout Block E-F (Drawing not re-issued):**

- .1 Add wiring in conduit from the power supply in the ceiling space to the door electric latch as per detail no. 9, dwg no E703 for the following doors:
- door no. 4730 (between Corr. #4730 and Corr. #4G102-1)
 - door no. 4G370 (between Corr. #4370-1 and Corr. #4G143-1)
 - door no. 4G370-1 (between Corr. #4G370-1 and Corr. #4G370-2)
 - door no. 4G370-5 (between Corr. #4G370-5 and Corr. #4G305-2)

2.31 **Electrical Drawing No. E446 - Fourth Floor Power Layout Block F-G (Drawing not re-issued):**

- .1 Add wiring in conduit from the power supply in the ceiling space to the door electric latch as per detail no. 9, dwg no E703 for the following doors:
- door no. 4G123 (between Corr. #4G123-1 and Corr. #4C008-1)

2.32 **Electrical Drawing No. E451 - Fifth Floor Power Layout Block E - F (Drawing not re-issued):**

- .1 Refer to detail # 1 /E451; revise power layout as indicated on attached Sketch SK-E451-1.

2.33 **Electrical Drawing No. E452 - Fifth Floor Power Layout Block F- G (Drawing not re-issued):**

- .1 Refer to Penthouse Room # 5C100; revise power layout as indicated on attached Sketch SK-E452-1. Unused circuits to remain as spare circuits within panel.

2.34 **Electrical Drawing No. E513 - First Floor Systems Layout Block B-C North (Drawing not re-issued):**

- .1 At door no. 1G005A (between Corridor #1G005-2 and Lobby #1G005-1), connect the door electric latch to the fire alarm system to release latch on fire alarm.

2.35 **Electrical Drawing No. E515 - First Floor Systems Layout Block F-G (Drawing not re-issued):**

- .1 Connect the door electric latch to the fire alarm system to release latch on fire alarm for the following doors:
- door no. 1C001-1 (between Corr. #1G010-1 and Corr. #1C001-1)
 - door no. 1C019-1 (between Corr. #1G005-3 and Corr. #1C019-1)
 - door no. 1C104 (between Corr. #1C042-4 and Rm. #1C104)
 - door no. 1C220A and 1C220B (at Vest. #1C220-2)
- .2 Add electrical devices, conduit and wiring as per detail no. 10, drawing no. E703 for the following doors:
- door no. 1C078 (at Room #1C078)
 - door no. 1C080 (at Room #1C080)
 - door no. 1C178 (at Room #1C178)
 - door no. 1C186 (at Room #1C186)
- .3 In Corridor at Stair #1C-0, add a fire alarm dual contact pull station.

2.36 **Electrical Drawing No. E520 - Second Floor Systems Layout Block A-B South (Drawing not re-issued):**

- .1 Connect the door electric latch to the fire alarm system to release latch on fire alarm for the following doors:

- door no. 2358 (between Corr. #2382 and Rec. #2358)
 - door no. 2325 (between Corr. #2325 and Corr. #2308)
 - door no. 2300 (between Vest. #2300 and Corr. #2242)
 - door no. 2300A (between Vest. #2300 and Corr. #2238)
- .2 Add electrical devices, conduit and wiring as per detail no. 10, drawing no. E703 for the following doors:
- door no. 2356 (at Entry #2356)
 - door no. 2310 (at Entry #2310)
- 2.37 **Electrical Drawing No. E521 - Second Floor Systems Layout Block B-C South (Drawing not re-issued):**
- .1 Connect the door electric latch to the fire alarm system to release latch on fire alarm for the following doors:
- door no. 2501 (at Rm. #2501)
 - door no. 2573 (at Rm. #2573)
 - door no. 2578 (at Rm. #2578)
 - door no. 2582 (at Rm. #2582)
 - door no. 2545 (between Corr. #2545 and Corr. #2249)
- .2 Add electrical devices, conduit and wiring as per detail no. 10, drawing no. E703 for the following doors:
- door no. 2548 (at Entry #2548)
- 2.38 **Electrical Drawing No. E522 - Second Floor Systems Layout Block A-B North (Drawing not re-issued):**
- .1 Connect the door electric latch to the fire alarm system to release latch on fire alarm for the following doors:
- door no. 2183 (between Corr. #2183 and Corr. #2206)
 - door no. 2205 (between Vest. #2205 and Lobby #2124)
 - door no. 2205A (between Vest. #2205 and Corr. #2206)
 - door no. 2121 (between Vest. #2121 and Corr. #2130)
 - door no. 2G360 (between Corr. #2G360-4 and Corr. #2G064-1)
 - door no. 2G360A (between Corr. #2G360-4 and Corr. #2G064-1)
- 2.39 **Electrical Drawing No. E523 - Second Floor Systems Layout Block B-C North (Drawing not re-issued):**
- .1 Add new Scanner Room CCTV Systems (two Systems required each with one camera and one monitor) in Rooms #2G095, #2G095A & #2G097 as shown on attached Sketch #SK-E523-2.
- .2 Add new Intercom Stations in Rooms #2G033, #2G080 & #2G084, for the Nuclear Medicine Intercom System, as shown on attached Sketch #SK-E523-2.
- .3 Connect the door electric latch to the fire alarm system to release latch on fire alarm for the following doors:
- door no. 2750 (between Corr. #2750 and Corr. #2G033-1).
- 2.40 **Electrical Drawing No. E524 - Second Floor Systems Layout Block D-E (Drawing not re-issued):**
- .1 Connect the door electric latch to the fire alarm system to release latch on fire alarm for the following doors:
- door no. 2G650 (between Corr. #2G650 and Lobby #2G625-1)

- door no. 2G653 (between Corr. #2G650-1 and Corr. #2G653-1)
 - door no. 2G450 (between Corr. #2G450-1 and Corr. #2G450-2)
 - door no. 2G538 (between Corr. #2G589-4 and Corr. #2G538-1)
 - door no. 2G589 (between Corr. #2G589-2 and Corr. #2G306-1)
 - door no. 2G507 (between Corr. #2G450-1 and Wait.. #2G507)
 - door no. 2G661 (between Corr. #2G650-1 and Corr. #2G661-1)
 - door no. 2G757 (between Vest. #2G757-2 and Corr. #2G661-3)
 - door no. 2G757 (between Vest. #2G757-2 and Corr. #2G757-1)
 - door no. 2G751 (between Vest. #2G751-1 and Corr. #2G661-2)
 - door no. 2G751A (between Vest. #2G751-1 and Corr. #2G751-2)
 - door no. 2G809 (between Vest. #2G809-1 and Corr. #2G589-4)
 - door no. 2G809A (between Vest. #2G809-1 and Corr. #2G751-2)
 - door no. 2G611 (between Vest. #2G611-1 and Exterior)
- .2 Add electrical devices, conduit and wiring as per detail no. 10, drawing no. E703 for the following doors:
- door no. 2G683 (at Rm. #2G683)
 - door no. 2G683A (at Rm. #2G683A)
 - door no. 2G454 (at Rm. #2G454)
 - door no. 2G456 (at Rm. #2G456)
- .3 Refer to Unprogrammed Space Room # 2G771A; revise Fire Alarm Zoning boundary from North and East walls, to run along the West and South walls.

2.41 **Electrical Drawing No. E525 - Second Floor Systems Layout Block E-F (Drawing not re-issued):**

- .1 Connect the door electric latch to the fire alarm system to release latch on fire alarm for the following doors:
- door no. 2G031 (between Corr. #2G031-1 and Atrium)
 - door no. 2G031A (between Corr. #2G031-1 and Corr. #2G060-1)
 - door no. 2G152 (between Corr. #2G152-1 and Corr. #2G057-1)
 - door no. 2G200 (between Corr. #2G200-1 and Corr. #2G057-1)
 - door no. 2G011A (between Corr. #2G011-2 and Corr. #2G057-2)
 - door no. 2G047 (between Corr. #2G047-1 and Corr. #2G011-1)
 - door no. 2G306 (between Corr. #2G306-1 and Corr. #2G057-2)
 - door no. 2G260 (between Corr. #2G260-3 and Corr. #2G057-2)
 - door no. 2G268A (between Corr. #2G268-1 and Corr. #2G057-2)
 - door no. 2G057 (between Vest. #2G057-3 and Exterior)
 - door no. 2G268 (between Corr. #2G268-1 and Corr. #2G237-3)
 - door no. 2G570 (between Vest. #2G570-1 and Corr. #2G306-1)
 - door no. 2G493 (between Corr. #2G306-2 and Corr. #2G306-1)
 - door no. 2G064 (between Corr. #2G064-1 and Corr. #2183)
- .2 Add electrical devices, conduit and wiring as per detail no. 10, drawing no. E703 for the following doors:
- door no. 2G013 (at Rm. #2G013)
 - door no. 2G015 (at Rm. #2G015)
 - door no. 2G011 (at Corr. #2G011-1)
 - door no. 2G007-1 (at Rm. #2G007-1)
 - door no. 2G259 (at Rm. #2G259)
 - door no. 2G261 (at Rm. #2G261)
 - door no. 2G267 (at Rm. #2G267)
 - door no. 2G257A (at Corr. #2G257-2 to Exterior)
 - door no. 2G582 (at Rm. #2G582)
 - door no. 2G584 (at Rm. #2G584)

- .3 At door no. 2G306 (between Corr. #2G306-1 and Corr. #2G057-2), add a dual contact fire alarm pull station.
- .4 At doors between Corr. #2G043-1/2G011-1 and Atrium, add a dual contact fire alarm pull station (2 Total).
- .5 Refer to Equipment 2G348; relocate smoke detector from previous location to within new Equipment 2G348 location, as indicated on attached sketch SK-E525-4.
- .6 Refer to Read/Report Room # 2G352; revise systems layout as indicated on attached Sketch SK-E525-4.
- .7 At door to room #2G560, add a proximity card reader, electric strike and door contact as per detail E, drawing no. E606.
- .8 Refer to Corridor # 2G057-2 (North End); relocate Fire Alarm Supervised Valve # L2/134 from the current location to just North of the double doors at grids Y and 3.

2.42 Electrical Drawing No. E526 - Second Floor Systems Layout Block F-G (Drawing not re-issued):

- .1 Connect the door electric latch to the fire alarm system to release latch on fire alarm for the following doors:
 - door no. 2G000 (between Vest. #2G000-1 and Exterior)
 - door no. 2G000B (between Vest. #2G000-1 and Atrium)
- .2 Add electrical devices, conduit and wiring as per detail no. 10, drawing no. E703 for the following doors:
 - door no. 2G000A (at Vest. #2G000-1)
 - door no. 2G000B (at Vest. #2G000-1)
 - door no. 2G000D (at Atrium #2G000-4)
 - door no. 2C097 (at Rm. #2C097)
 - door no. 2C128 (at Rm. #2C128)
- .3 At door no. 2C020-1 (between Corr. #2C020-1 and Atrium), add a dual contact fire alarm pull station.
- .4 Refer to Conference Room # 2C045; relocate F.A. manual pull station and mag lock from current location to new door location.

2.43 Electrical Drawing No. E533 - Third Floor Systems Layout Block B-C North (Drawing not re-issued):

- .1 Connect the door electric latch to the fire alarm system to release latch on fire alarm for the following doors:
 - door no. 3513 (between Corr. #3513 and Corr. #3502)
 - door no. 3705 (at Corr. #3705)
 - door no. 3724 (between Corr. #3724 and Corr. #3739)
 - door no. 3739 (between Corr. #3739 and Corr. #3G102-1)

2.44 Electrical Drawing No. E534 - Third Floor Systems Layout Block D-E (Drawing not re-issued):

- .1 Connect the door electric latch to the fire alarm system to release latch on fire alarm for the following doors:
 - door no. 3G500A (between Corr. #3100 and Corr. #3G502-1)
- .2 Add electrical devices, conduit and wiring as per detail no. 10, drawing no. E703 for the following

doors:

- door no. 3G502 (at Corr. #2G502-1 to Balcony)
- door no. 3G537 (at Rm. #3G537)

- .3 Refer to Nursing Manager's Office # 3G511; remove Headwall unit HU1 and associated devices, bed outlet, smoke detector, clock and F.A. dome light from room

2.45 Electrical Drawing No. E535 - Third Floor Systems Layout Block E-F (Drawing not re-issued):

- .1 Add electrical devices, conduit and wiring as per detail no. 10, drawing no. E703 for the following doors:
 - door no. 3G131 (at Rm. #3G131)
- .2 Refer to Nursing Manager's Office # 3G110; remove Headwall unit HU1 and associated devices, bed outlet, smoke detector, clock and F.A. dome light from room

2.46 Electrical Drawing No. E536 - Third Floor Systems Layout Block F-G (Drawing not re-issued):

- .1 Connect the door electric latch to the fire alarm system to release latch on fire alarm for the following doors:
 - door no. 3C014 (at Room #3C014)
- .2 Add electrical devices, conduit and wiring as per detail no. 10, drawing no. E703 for the following doors:
 - door no. 3C039 (at Rm. #3C039)
 - door no. 3C035 (at Rm. #3C035)
- .3 At door no. 3C004-1, relocate the dual contact fire alarm pull station from Corr. #3G123-1 to Corr. #3C004-1. Also, at door no. 3C004-2, add a dual contact fire alarm pull station.

2.47 Electrical Drawing No. E544 - Fourth Floor Systems Layout Block D-E (Drawing not re-issued):

- .1 Connect the door electric latch to the fire alarm system to release latch on fire alarm for the following doors:
 - door no. 4100 (between Corr. #4100 and Corr. #4G502-1)
 - door no. 4318 (at Corr. #4318)

2.48 Electrical Drawing No. E545 - Fourth Floor Systems Layout Block E-F (Drawing not re-issued):

- .1 Connect the door electric latch to the fire alarm system to release latch on fire alarm for the following doors:
 - door no. 4730 (between Corr. #4730 and Corr. #4G102-1)
 - door no. 4G370 (between Corr. #4370-1 and Corr. #4G143-1)
 - door no. 4G370-1 (between Corr. #4G370-1 and Corr. #4G370-2)
 - door no. 4G370-5 (between Corr. #4G370-5 and Corr. #4G305-2)
- .2 Add electrical devices, conduit and wiring as per detail no. 10, drawing no. E703 for the following doors:
 - door no. 4G390A (at Rm. #3G390)
 - door no. 4G354 (at Rm. #3G354)
 - door no. 4G131 (at Rm. #3G131)
- .3 Refer to Nursing Manager's Office # 4G110; remove Headwall unit HU1 and associated devices, bed outlet, smoke detector, clock and F.A. dome light from room

- .4 Refer to drawing notes; add new note # 6 to read " SYSTEM DEVICE TO BE MOUNTED AT 610mm A.F.F.
- 2.49 **Electrical Drawing No. E546 - Fourth Floor Systems Layout Block F-G (Drawing not re-issued):**
- .1 Connect the door electric latch to the fire alarm system to release latch on fire alarm for the following doors:
- door no. 4G123 (between Corr. #4G123-1 and Corr. #4C008-1)
- 2.50 **Electrical Drawing No. E550 - Fifth Floor Systems Layout Block D-E (Drawing not re-issued):**
- .1 Refer to Control Room # 5G510, Elve. Machine Room # 5G350 and Control Room # 5G121; add an additional junction box in each room for Nurse Call and Security interconnections.
- 2.51 **Electrical Drawing No. E551 - Fifth Floor Systems Layout Block E-F (Drawing not re-issued):**
- .1 Refer to detail # 1/E551 Link # 5G100-1; revise systems layout as indicated on attached Sketch SK-E551-1.
- 2.52 **Electrical Drawing No. E552 - Fifth Floor Systems Layout Block F-G (Drawing not re-issued):**
- .1 Refer to Control Room # 5C101; add an additional junction box for Nurse Call and Security interconnections.
- 2.53 **Electrical Drawing No. E701 - Treatment Bunker Electrical Layout And Details (Drawing not re-issued):**
- .1 On Detail 2/ E701 note that, in the "Key References", "WS", wall switches are "provided by Electrical Contractor".
- .2 On Detail 3/ E701 add a second Desk mounted LCD Monitor and connect both Cameras directly to one of the Monitors, ie does not connect thru multiplexer.
- 2.54 **Electrical Drawing No. E703 - Electrical Miscellaneous Details Sheet 1 (Drawing not re-issued):**
- .1 Add Details 9 and 10 as per attached Drawing SK-703-6.
- 2.55 **Electrical Drawing No. E920 - Second floor Communications Layout Block A-B (Drawing not re-issued):**
- .1 Refer to ISO Room # 2357 and Recovery Room # 2358; unidentified service strips to be type " SS1 " .
- .2 Add a General Note for /Lab Network Cabling as follows "Network Cabling connections to free-standing Lab Benches are to run thru the ceiling space (in either conduit or the cable tray system) to the vertical service chases at the ends of the Benches (Refer to Drawing E-420 for the location of these service chases and to run down thru the service chase and then in the barriered electrical service strip provided with the Lab Furniture to the outlet locations."
- 2.56 **Electrical Drawing No. E921 - Second floor Communications Layout Block B-C South (Drawing not re-issued):**
- .1 Refer to Recovery Bays # 2538C, unidentified service strips to be type " SS1 " .

- 2.57 **Electrical Drawing No. E922 - Second floor Communications Layout Block A-B North (Drawing not re-issued):**
- .1 Refer to Patient 1 Room # 2G410 through to Patient 15 Room # 2G404; unidentified Headwall Units to be type " HU1 ".
- 2.58 **Electrical Drawing No. E923 - Second Floor Communications Layout Block B-C North (Drawing not re-issued):**
- .1 Add two (2) data drops to the west wall of Room #2G080 as shown on attached Sketch SK-E923-2. Label the cables 2D-2G080-D03 and 2D-2G080-D04.
 - .2 Move the data outlets on the east wall of Room #2G095 and the west wall of Room #2G097 to the south to be located at the desk location shown on the plan.
- 2.59 **Electrical Drawing No. E925 - Second Floor Communications Layout Block E-F (Drawing not re-issued):**
- .1 Refer to MRI Room # 2G349 and MRI Room # 2G345 area and Read/Report Room # 2G352: revise communications layout as indicated on attached Sketch SK-E925-2.
- 2.60 **Electrical Drawing No. E926 - Second floor Communications Layout Block F-G (Drawing not re-issued):**
- .1 Refer to Lobby # 2G000-2 Main Revolving doors; add voice outlet for revolving doors, to be labelled "2G-2G-000-V02". Exact location to be determined with door supplier on site.
- 2.61 **Electrical Drawing No. E951- Fifth Floor Communications Layout Block E-F (Drawing not re-issued):**
- .1 Refer to Detail # 1/E951 Link # 5G100-1; revise systems layout as indicated on attached Sketch SK-E951-1.

End of Electrical Addendum #E4

1 LANDSCAPE SKETCH DRAWING LIST

SK-L100-1 Overall Plan

- New planting in four islands at North end of Parking Lot 'D'
- Extent of areas not to be sodded:
 - o Along Georgian Drive east of North Entrance,
 - o East side of North entrance drive,
 - o Along Gallie Court

SK-L100-2 Gallie Court Areas Not to be Sodded

- Extent of area not to be sodded:
 - o along Gallie Court, between East Entrance Drive and Service Entrance

SK-L100-3 Overall Plan Areas Not to be Sodded

- Extent of area not to be sodded:
 - o Along Georgian Drive, West of North Entrance Drive
 - o Along West side of North Entrance Drive
 - o Along Road 'B'

SK-L100-4 Overall Plan Areas Not to be Sodded

- Extent of area not to be sodded:
 - o Along Roads 'A' and 'B'
 - o Along roadway into Lower Entrance
 - o Area surrounding the Temporary Bunker
 - o Southwest of Main Entrance, where existing trees are

SK-L100-5 Overall Plan Areas Not to be Sodded

- Extent of area not to be sodded:
 - o Along Georgian Drive, both sides of West Entrance Drive,
 - o continuing into site along Road 'A'
 - o Surrounding existing helipad area.

SK-L100-6 Overall Plan Location of Transplant Trees

- New locations of existing trees to be transplanted. Relocated trees are numbered with prefix 'T' (i.e. T-6505)

SK-L100-7 Overall Plan Plant List, Notes and Legend

- Additions to Overall Landscape Plan Plant List including:
 - o 8 *Fraxinus Americana* 'Autumn Purple' (Fap)
 - o *Pachysandra terminalis* (pt)
- Revisions to Notes
- Revisions to Legend

SK-L100-8 Tree Preservation Plan Removals as Shown

- Delete existing tree at Main Entrance turnaround due to realignment of Road 'D'

SK-L101-1 North Entrance Layout Plan

- Detail key added for Typical Low Concrete Planter Curb - refer to SK-L104-11
- Detail key added for Typical Concrete Planter Wall with Stone Veneer – refer to SK-L104-9
- Addition of drainage pipe in planting bed

SK-L101-2 North Entrance Layout Plan

- Addition of Typical Concrete Wall along sidewalk to extent shown – refer to SK-L104-8
- Addition of drainage pipe in planting bed

SK-L101-3 North Entrance Layout Plan

- Addition of drainage pipe in planting beds
- Detail keys added for Typical Curbed Tree Planting (D7/L105) and Typical Concrete Wall – refer to SK-L104-8

SK-L101-4 North Entrance Layout Plan

- Addition of drainage pipe in planting bed
- Detail keys added for Typical Concrete Stair and Typical Concrete Wall – refer to SK-L104-10 and SK-L104-8

SK-L101-5 North Entrance Layout Plan

- Detail keys added for Typical Concrete Stair and Typical Concrete Planter Wall with Stone Veneer – refer to SK-L104-10 and SK-L104-9
- Addition of drainage pipe in planting beds

SK-L101-6 North Entrance Layout Plan

- Detail key added for Typical Concrete Wall – refer to SK-L104-8
- Addition of drainage pipe in planting beds

SK-L101-7 North Entrance Layout Plan

- New planter and wall at entrance for Parking Lot 'E'
- Addition of drainage pipe in planting beds
- Detail key added for Typical Concrete Stair – refer to SK-L104-10

SK-L101-8 North Entrance Layout Plan

- Addition of unit paver Type 5 at base of canopy columns

SK-L101-9 North Entrance Layout Plan Legend

- Revisions to North Entrance Layout Plan Legend as indicated

SK-L102-1 North Entrance Grading Plan

- Revisions to grading as per revisions to layout of area indicated
- Addition of drainage pipe in planting bed

SK-L102-2 North Entrance Grading Plan

- Revisions to grading as per revisions to layout of area indicated. Continued from SK-L102-1

SK-L102-3 North Entrance Grading Plan

- Addition of drainage pipe in planting beds
- Revisions to grading in area indicated

SK-L102-4 North Entrance Grading Plan

- Revisions to grading in area indicated. Continued from SK-L102-3
- Addition of drainage pipe in planting beds

SK-L102-5 North Entrance Grading Plan

- New grading as per revisions to layout in area indicated
- Addition of drainage pipe in planting beds

SK-L102-6 North Entrance Grading Plan Legend

- Revisions to North Entrance Grading Plan Legend as indicated

SK-L103-1 North Entrance Planting Plan

- Revision to furniture as indicated

SK-L103-2 North Entrance Planting Plan

- Revision to furniture as indicated

SK-L103-3 North Entrance Planting Plan

- Revisions to furniture as indicated

SK-L103-4 North Entrance Planting Plan

- Revisions to furniture as indicated

SK-L103-5 North Entrance Planting Plan

- Revisions to planting as per layout revisions
- Revisions to furniture as indicated

SK-L103-6 North Entrance Planting Plan

- Revisions to furniture as indicated

SK-L103-7 North Entrance Planting Plan Plant List and Legend

- Revisions to plant list as per SK-L103-5
- Revisions to legend as indicated

SK-L104-1 East/West Streetscape Layout Plan

- Addition of drainage pipe in planting beds

SK-L104-2 East/West Streetscape Layout Plan

- Addition of drainage pipe in planting beds

SK-L104-3 East/West Streetscape Layout Plan

- Addition of drainage pipe in planting bed

SK-L104-4 East/West Streetscape Layout Plan

- Addition of drainage pipe in planting beds
- Detail key revised to Typical Concrete Wall – refer to SK-L104-8

- Detail key added for Typical Concrete Planter Wall with Stone Veneer – refer to SK-L104-9

SK-L104-5 East/West Streetscape Layout Plan

- Addition of drainage pipe in planting beds
- Detail key added for Typical Concrete Planter Wall with Stone Veneer – refer to SK-L104-9

SK-L104-6 West Garden Layout and Grading Plan

- Grading and layout revisions in area indicated
- Addition of drainage pipe in planting beds

SK-L104-7 West Garden Planting Plan and Plant List

- Addition of *Vinca minor* to curbed planting areas
- Revisions to furniture as indicated
- Plant List – revision to *Vinca minor* quantity

SK-L104-8 Site Detail

- New detail – Typical Concrete Wall.

SK-L104-9 Site Detail

- New detail – Typical Concrete Planter Wall with Stone Veneer

SK-L104-10 Site Detail

- Detail D9/L104 – Typical Concrete Stair
 - o revision to tread width

SK-L04-11 Site Detail

- Detail D6/L104 – Typical Low Concrete Curb
 - o Revision to curb height
 - o Notes added
- Detail D7/L104 – Typical High Concrete Curb
 - o Revision to curb height
 - o Notes added

SK-L104-12 Site Detail

- Detail D8/L104 – Typical Armourstone Retaining Wall
 - o Detail revisions

SK-L104-13 East/West Streetscape & West Garden Plans legend

- Revisions to East/West Streetscape & West Garden Plans Legend as indicated

SK-L105-1 East/West Streetscape Grading Plan

- Grading revisions as indicated

SK-L105-2 East/West Streetscape Grading Plan

- Grading revisions in area indicated

SK-L105-3 East/West Streetscape Grading Plan

- Grading revisions in areas indicated

SK-L105-4 Site Detail

- Detail D1/L105 – Typical Concrete Wall with Stone Veneer
 - o Revision to wall height

SK-L105-5 Site Detail

- Detail D5/L105 – Typical Peagravel Maintenance Strip
 - o Delete one reference to Granular 'A'

SK-L05-6 Site Detail

- Detail D6/L105 – Typical Peagravel Band at Grade
 - o revision to notation

SK-L105-7 Site Detail

- D7/L105 – Typical Curbed Tree Planting
 - o revision to notation, note #2: 'refer to planting plans for extent of structural soil'

SK-L105-8 East/West Streetscape Grading Plan and Legend

- addition of existing grade, proposed grade
- planter wall/curb graphics in legend

SK-L106-1 East/West Streetscape Planting Plan

- Revisions to furniture as indicated

SK-L106-2 East/West Streetscape Planting Plan

- Revisions to furniture as indicated

SK-L106-3 East/West Streetscape Planting Plan

- Revisions to furniture as indicated
- *Vinca minor* notation added to planting area

SK-L106-4 East/West Streetscape Plant List and Legend

- revision to plant list
- Revisions to legend as indicated

SK-L107-1 North Garden Layout Plan

- revision to layout of planting bed

SK-L107-2 North Garden Grading Plan

- Grading revisions in area indicated

SK-L107-3 North Garden Grading Plan

- Grading revisions in area indicated

SK-L107-4 North Garden Legend

- Revisions to legend as indicated

SK-L108-1 North Garden Planting Plan

- Revisions to furniture as indicated
- SK-L108-2 North Garden Planting Plan**
 - Revisions to furniture as indicated
- SK-L109-1 Main Entrance Layout Plan**
 - Detail key added for Typical Concrete Wall – refer to SK-L104-8
 - Addition of stair notes and general note
- SK-L109-2 Main Entrance Layout Plan**
 - addition of landscape lighting
 - Addition of drainage pipe in planting beds
 - Detail key added for Typical Concrete Wall – refer to SK-L104-8
 - Detail key added for Typical Concrete Planter Wall with Stone Veneer – refer to SK-L104-9
- SK-L109-3 Main Entrance Grading Plan**
 - Grading revisions in area indicated
- SK-L109-4 Main Entrance Grading Plan**
 - Grading revisions in area indicated – continued from SK-L109-3
- SK-L109-5 Main Entrance Planting Plan**
 - Addition of 45 *Matteuccia struthiopteris* to planting bed
 - Addition of 1 *Betula papyrifera* to raised planting bed, revised tree layout to accommodate
 - Revisions to plant list as per planting plan revisions
- SK-L109-6 Main Entrance Legend**
 - Revisions to legend as indicated
- SK-L110-1 Urban Plaza and East Garden Layout Plan**
 - Detail key added for Typical Concrete Planter Wall with Stone Veneer – refer to SK-L104-9
 - Detail key added for Typical Concrete Stair – refer to SK-L104-10
 - Detail key added for Typical Curbed Tree Planting (D7/L105).
 - Detail key added for Typical Decorative Concrete Cubes Type Two (D4/L105)
 - Detail key added for Typical Concrete Wall with Stone Veneer – refer to SK-L105-4
 - Addition of drainage pipe in planting beds
- SK-L110-2 Urban Plaza and East Garden Layout Plan**
 - Addition of drainage pipe in planting beds
- SK-L110-3 Urban Plaza and East Garden Layout Plan**
 - Addition of drainage pipe in planting bed
 - Revision to limit of sod

SK-L110-4 Urban Plaza and East Garden Layout Plan

- Inclusion of dimensional information
- Addition of drainage pipe in planting bed

SK-L110-5 Urban Plaza and East Garden Layout Plan

- Addition of drainage pipe in planting bed
- Revision to detail key

SK-L110-6 Urban Plaza and East Garden Legend

- Revisions to legend

SK-L111-1 Urban Plaza and East Garden Grading Plan

- Additional grading information at building provided

SK-L111-2 Urban Plaza and East Garden Grading Plan

- revision to graphic: existing grade
- Duplicate grades at roadway curb deleted
- Revisions to grading in area indicated

SK-L111-3 Urban Plaza and East Garden Grading Plan

- revision to graphic: existing grade
- Revisions to grading in area indicated – continued from SK-L111-2

SK-L111-4 Urban Plaza and East Garden Grading Plan

- Revision to graphic: existing grade.
- Addition of proposed grade at building
- Revisions to grading in area indicated – continued from SK-L111-3

SK-L111-5 Urban Plaza and East Garden Grading Plan Legend

- Revisions to legend as indicated

SK-L112-1 Urban Plaza and East Garden Planting Plan

- Revisions to furniture as indicated

SK-L112-2 Urban Plaza and East Garden Planting Plan

- Revisions to furniture as indicated

SK-L112-3 Urban Plaza and East Garden Planting Plan

- revision to *Vinca minor* quantity

SK-L112-4 Urban Plaza and East Garden Planting Plan

- Revisions to furniture as indicated

SK-L112-5 Urban Plaza and East Garden Planting Plan

- Revisions to furniture as indicated

SK-L112-6 Urban Plaza and East Garden Plant List

- General changes to plant type, quantities, etc.

SK-L112-7 Urban Plaza and East Garden Legend

- General revisions to legend
- SK-L114-1 Typical East Garden Pergola**
 - Revision to note detail
- SK-L114-2 Lower East Garden Plant List**
 - revision noted with bubble
- SK-L115-1 Roof Garden No.1 Layout & Lighting, Post and Pier Location**
 - revisions to screen post locations, pergola base
 - Revisions to dimensional information and pea gravel graphic
- SK-L115-2 Roof Garden No.1 Pergola and Screen**
 - revisions to pergola material graphic and pea gravel graphic
- SK-L115-3 Roof Garden No.1 Planting Plan and Furniture Layout**
 - addition of furniture in new locations as indicated
- SK-L115-4 Typical Pergola Roof Garden No.1**
 - revision to pergola base
- SK-L115-5 Typical Pergola Roof Garden No.1**
 - revision to pergola base
- SK-L115-6 Typical Pergola Roof Garden No.1**
 - Addition of decorative screen in section.
 - Detailed notation provided for concrete pier plan
- SK-L115-7 Legend Roof Garden No.1**
 - Addition of unit paver,
 - Addition of bench type 1, type 2, pea gravel in legend
- SK-L116-1 Roof Garden No.2 Layout**
 - Additional detailed information provided.
 - Architectural canopy columns shown
- SK-L116-2 Roof Garden No.2 Layout**
 - additional detailed information provided
- SK-L116-3 Roof Garden No.2 Planting**
 - Removal of furniture from plan. Locations shown with bubble
- SK-L116-4 Plant List Roof Garden No.2**
 - revision to plant quantity as shown
- SK-L116-5 Roof Garden No.2 Planting**
 - Revisions to elevation, wall location, coping, notation.
- SK-L116-6 Roof Garden No.2 Typical Podium Planter**

- revision to notation, removal of plant graphic
- SK-L116-7 Roof Garden No.2 Typical Bench**
 - revision to notation, removal of plant graphic
- SK-L116-8 Roof Garden No.2 Typical Stone Podium**
 - revision to notation, as shown with bubble
- SK-L116-9 Roof Garden No.2 Typical Stone Podium**
 - revision to notation, addition of river pebble in detail
- SK-L116-10 Legend**
 - unit paver type 2 added
- SK-L117-1 Roof Garden No.2 Planting**
 - Revision to plant list and plant quantities in plan
- SK-L117-2 Roof Garden No.2 Planting**
 - revision to plant quantities in plan
- SK-L117-3 Roof Garden No.4&5 Layout**
 - addition of detail keys
- SK-L117-4 Roof Garden No.5 Layout**
 - addition of detail keys
- SK-L117-5 Roof Garden No.6&7 Layout**
 - addition of detail keys
- SK-L117-6 Roof Garden No.7 Layout**
 - addition of detail keys
- SK-L117-7 Roof Garden No.3/8 – typical River pebbles and growing Medium Detail**
 - Sketch to be renamed from 'legend'
 - addition of river pebble note in detail
- SK-L117-8 Legend**
 - unit paver type 2 and 5 added to legend
- SK-L118-1 Roof Garden Details**
 - revision to notation on D1, D5
- SK-L118-2 Roof Garden Details**
 - revision to notation on D2, D6
- SK-L118-3 Roof Garden Details**
 - revision to notation on D3, D7
- SK-L118-4 Roof Garden Details**
 - revision to notation on D4, D8

SK-L118-5 Legend

- unit paver type 2 and 5 added to legend

SK-L119-1 Roof Garden No.8 Layout

- dimensional information revised

SK-L119-2 Roof Garden No.8 Layout

- dimensional information revised

SK-L119-3 Roof Garden No.8 Planting

- river pebble extended to underneath stair in plan

SK-L119-4 Details Plant List

- Revision to notation in D1.
- Revision to plant quantity as shown in plant list

END OF SECTION

This Addendum forms Part of the RFP and Contract Documents for the above Project as follows:

M1-1 SPECIFICATIONS

1.1 Specification Section 21 12 13 - Standpipe And Hose Systems

- .1 Refer to article 2.3 Cabinets: Fire Hose Cabinet Types as Follows.. For F.H.C. TYPE `A' or `B' In Finished Areas, Remove sentence 2.3.6:
"Stainless Steel pressurized fire extinguisher as specified in section 21 12 29".
- .2 Refer to article 2.3 Cabinets: Fire Hose Cabinet Types as Follows.. For F.H.C. TYPE `C' or `F' In Finished Areas, Remove sentence 2.3.6:
"Stainless Steel pressurized fire extinguisher as specified in section 21 12 29".
- .3 Refer to article 2.3 Cabinets: Fire Hose Cabinet Types as Follows.. For F.H.C. TYPE `D' or `E' In Finished Areas, Remove sentence 2.3.5:
"Stainless Steel pressurized fire extinguisher as specified in section 21 12 29".
- .4 Refer to article 2.3 Cabinets: Fire Hose Cabinet Types as Follows.. For F.H.C, in Service Spaces Remove sentence 2.3.4:
"Stainless Steel pressurized fire extinguisher as specified in section 21 12 29".
- .5 Refer to article 2.3 Cabinets: Fire Hose Cabinet Types as Follows.. Add F.H.C. TYPE `G' In Finished Areas to list of Cabinets, detail to read:
 - .1 Free Standing, Fully Stainless Steel Oval Shaped Pedestal Mounted Fire Hose Cabinet. Product to be National Fire Equipment - Model PM-4630.
 - .2 18 ga black enamel painted steel tub, 304 stainless steel (#4 stain finish), Glass channel door, 14 ga flush adjustable stainless steel plaster trim with full rebate for door.
 - .3 Door with 1/4 in Bronze Tinted Glass viewing panel 90% area of door and three fully concealed 180° opening door hinges and corbin catch of flush cast construction. Trim to have rolled edges.
 - .4 Cabinet (960mm) (38 in) high, (1170mm) (46 in) wide and (200mm) (8 in) deep.
 - .5 Accommodate angle valve, hose and rack, fire hose nozzle and spanner, fire extinguisher and NPS 2 ½ fire department connection.

1.2 Specification Section 21 13 13 - Wet Pipe Sprinkler Systems

- .1 Refer to article 2.5 Fire Department Connections. Revise sentence 2.5.1. to read:
"Chrome Plated, recessed Siamese type with double Clapper Valve, threaded Satin finish metal caps and chains and identifying Stainless Steel with No. 4 Satin Finish Plate Sign, embossed with the words - SPRINKLERS/FIRE STANDPIPE FIRE DEPARTMENT CONNECTION".
- .2 Refer to article 3.1 Execution, General. Add Sentence 3.1.14 to read:
"Provide Sprinkler head guards for all sprinklers subject to mechanical damage (i.e. sprinklers beneath ductwork and platforms within mechanical rooms) and sprinklers within all HUB rooms and COMM rooms".

1.3 Specification Section 22 05 01 - Plumbing General

- .1 Reissue revised "Hospital Equipment Schedule", attached.

1.4 Specification Section 22 05 49 - Seismic Restraint (Page 2 of 9 re-issued)

- .1 Revise article 1.5.2 Building Data Table to add data to the table as shown.

1.5 Specification Section 22 31 16 - Packaged Potable Water Conditioning

- .1 Revise article 2.1.1 Standard of Acceptance to add "Durham Water Treatment Ltd." to the list of the acceptable manufactures.
- .2 Revise article 2.3.1 Standard of Acceptance to add "Durham Water Treatment Ltd." to the list of the acceptable manufactures.
- .3 Revise article 2.5.1 Standard of Acceptance to add "Durham Water Treatment Ltd." to the list of the acceptable manufactures.

1.6 Specification Section 22 42 13 - Plumbing Fixtures & Trim

- .1 Revise article 1.5 Standard of Acceptance to add "Willoughby" to the list of the acceptable manufactures.
- .2 Revise article 2.11.1 and 2.11.2 to read:
1. Basin: Vitreous china wall hung basin, size 22" x 21" x 7-1/2" (559 mm x 533 mm x 127-191 mm deep) with 1" (25 mm) high back drilled for 8" (200 mm) centreset, and concealed arm carrier, white in color c/w semi pedestal, sealed overflow.
- Standard of Acceptance
- o American Standard "Murro" 0958.900 c/w 0059.020
 - o Crane "Serena"
 - o Eljer "Signature"
2. Supply Fitting: 8" (200 mm) centreset deck mounted faucet c/w gooseneck spout and non-aerating laminar outlet 6.0 LPM (1.6 GPM) flow and cast brass 4" (100 mm) blade handles.
- Standard of Acceptance
- o Cambridge Brass
 - o Chicago Faucets 786-FC-XK
 - o Powers Crane
 - o Zurn "Aqua-Spec"
- .3 Delete article 2.11.7.
- .4 Revise article 2.13.1 to read:
1. Basin: Sealed Overflow, centre hole, 21-1/4"x 22" x 5- 7-1/2" (540mm x 559mm x 127-191mm) deep, wall hung, vitreous china, integral back splash, self draining deck area, sloped front lip, for concealed arm carrier, semi-china pedestal.
- Standard of Acceptance
- o American Standard "Murro" 0955.900 & 0059.020
 - o Crane "Serena" 1-28
 - o Eljer "Signature" 051-2109

- .5 Delete article 2.13.8.
- .6 Revise article 2.16.1 to read:
1. Basin: 4" (102mm) centres, 21-1/4" x 22" x 5 - 7-1/2" (540mm x 559mm x 127-191mm) deep, wall hung, vitreous china, sealed overflow, for concealed arm support, semi-china pedestal.
- Standard of Acceptance
- o American Standard "Murro" 0954.900 & 0059.020
 - o Crane "Serena" 1-28
 - o Eljer "Signature" 051-2109
- .7 Delete article 2.35.5.
- .8 Revise article 2.36.1 to read: 'Shower floor: Shower floor by others.'
- .9 Delete article 2.36.4.
- .10 Revise article 2.37.1 to read: 'Shower floor: Shower floor by others.'
- .11 Delete article 2.37.4.
- .12 Revise article 2.39.1 to read:
1. One piece corner Shower Stall (38 x 40-1/2 x 87) 965 x 1029 x (2210mm). High gloss acrylic, fiberglass reinforced backing, full textured bottom pattern, full wood supports, stainless steel (peened) 'L' grab bar - ABS drain and stainless steel strainer. (2" (50mm) outlet). Shower stall must meet Flame Spread Rating (FS smaller than 200), and Smoke Development Classification (SD smaller than 500) requirements, as per OBC.
- Standard of Acceptance
- o American Standard 'Colony' #1840.400C/6148LP
- .13 Delete article 2.39.4.
- .14 Revise article 2.40.1 to read: 'Shower floor: Shower floor by others.'
- .15 Delete article 2.40.4.
- .16 Revise article 2.40.1 to read: 'Shower floor: Shower floor by others.'
- .17 Delete article 2.41.4.
- .18 Revise article 2.60.3 Standard of Acceptance to add " T&B #BL-5704-09" to the list of the acceptable manufacturers.
- .19 Revise article 2.61.3 Standard of Acceptance to add " T&B #BL-5704-09" to the list of the acceptable manufacturers.
- .20 Add article 2.63 to read:
2.63. Spray Assembly "SA1" (Laboratory)
1. Spray Assembly rated for 1.42 gpm c/w concealed mixing valve, 3/8" NPT inlets on mixing valve 3" (76mm) centers, four arm handles, flexible stainless steel hose, spray Valve , wall hook outlet with 3/8" NPT female inlet.
1. Check Valves for horizontal or vertical use, 1/2" NPT female installed on cold and hot water.

- Standard of Acceptance
- o T&S Model: B-0105, B-CVH1-2

1.7 Specification Section 22 63 13 - Medical Gas Systems

- .1 Reissue revised 'Medical Gas Outlet Schedule' attached.

1.8 Specification Section 22 67 21 - R.O. Equipment

- .1 New specification section added to the scope of work issued herewith.

1.9 Specification Section 23 22 13 - Steel Pipe & Fittings - Steam and Condensate

- .1 Specification section revised and issued herewith.

1.10 Specification Section 23 84 13 - Humidifiers

- .1 Specification section revised and issued herewith.

1.11 Specification Section 25 90 01 - B. A. S. Sequence of Operation

- .1 Refer to article 3.1 Sequence of operation and control drawings, add to the Sequence Number C106 Control Drawing 18/M757.

1.12 Specification Section 25 90 01 - B. A. S. Sequence of Operation

- .1 Refer to Sequence C105 - Isolation Room System
Revise Sequence to add "Smoke Venting" paragraph to the Sequence to read as follows:
"In the event when fans F-39/F-39SB commanded to start in the smoke evacuation mode of operation, the motorized dampers upstream of the Hepa Filter shall close first and motorized dampers on the bypass duct shall open and the limit switches on dampers shall allow the fans F-39/F-39SB to start. In the normal mode of operation motorized dampers on the bypass duct shall remain close". Refer to drawing SK-M757-2.

1.13 Specification Section 25 90 01 - B. A. S. Sequence of Operation

- .1 Refer to Sequence C106 - Fume Hoods Exhaust System
Revise Sequence of Operation paragraph to read as follows:
"Fan shall be started and stopped by the Building Automation System (BAS) or locally. When the fan is commanded to start the motorized dampers on the fan discharge opens first and then the fan starts. When the fan is commanded to stop the fan stops first and the motorized damper close. Exhaust fan shall operate continuously. In the event exhaust fan stops or fan suction static pressure fall below set point or booster exhaust fan stops it shall alarm at BAS and shall alarm (audio/visual) locally at the fumehood".

1.14 Specification Section 25 90 01 - B. A. S. Sequence of Operation

- .1 Refer to Sequence C113 - Boiler Rooms Ventilation System
Revise Boiler Combustion Air Dampers Control Sequence to read as follows:
"When the hot water boilers and steam boilers are commanded to start locally or from BAS system. The hardwired combustion air motorized dampers open first and then the boilers start. Limit switches on the dampers allows the boilers to start. When the boilers are commanded to stop the boilers stop first and then the combustion air motorized damper closes".

1.15 Specification Section 25 90 01 - B. A. S. Sequence of Operation

.1 Refer to Sequence C208 - Steam System

Revise Sequence - Other Related Equipment paragraph to add the following:

"BAS shall monitor RO Equipment Package operation status and alarm conditions. Should the equipment stops or goes into alarm condition it shall alarm at the BAS. Refer to schematic detail 1/M752.

M1-2 DRAWINGS

2.1 Mechanical Drawing No. M101 - Drawing List - Mechanical (Drawing not re-issued):

.1 Revise drawing #M250 title to read: 'Fifth Floor, Plumbing, Block A-B South, New Work/Demolition.'

.2 Revise drawing #M251 title to read: 'Fifth Floor, Plumbing, Block C South, New Work/Demolition.'

.3 Revise as shown on sketch #SK-M101-2 issued herewith.

2.2 Mechanical Drawing No. M102 - Mechanical Legend (Drawing not re-issued):

.1 Revise as shown on sketch #SK-M102-1 & #SK-M102-2 issued herewith.

2.3 Mechanical Drawing No. M202 - Foundation, Plumbing, Block A-B North New Work (Drawing not re-issued):

.1 Revise as shown on sketch #SK-M202-2 issued herewith.

2.4 Mechanical Drawing No. M203 - Foundation, Plumbing, Block C North New Work (Drawing not re-issued):

.1 Revise as shown on sketch #SK-M203-2 issued herewith.

2.5 Mechanical Drawing No. M204- Foundation, Plumbing, Block D-E New Work (Drawing not re-issued):

.1 Revise as shown on sketch #SK-M204-2 issued herewith.

.2 Revise note #9 to read: 'Backwater valve (BWV) installed inside pumping station on the sanitary line from elevator pit.'

2.6 Mechanical Drawing No. M205 - Foundation, Plumbing, Block E-F New Work (Drawing not re-issued):

.1 Revise note #6 to read: 'Backwater valve (BWV) installed inside pumping station on the sanitary line from elevator pit.'

2.7 Mechanical Sketch No. SK-M213-1- Second Floor, Plumbing & Med. Gas, Block A-B North, (Sketch not re-issued):

.1 Revise Sketch title to read: 'First Floor, Plumbing & Med. Gas, Block C North, New Work'.

2.8 Mechanical Drawing No. M210 - First Floor, Plumbing & Med. Gas, Block A-B, South New Work (Drawing not re-issued):

.1 Revise as shown on sketch #SK-M210-6 issued herewith.

- 2.9 Mechanical Drawing No. M211 - First Floor, Plumbing & Med. Gas, Block C South, New Work (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M211-2 issued herewith.
- 2.10 Mechanical Drawing No. M211D - First Floor, Plumbing & Med. Gas, Block C South, Demolition (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M211D-1 issued herewith.
- 2.11 Mechanical Drawing No. M212 - First Floor, Plumbing & Med. Gas, Block A-B, North New Work (Drawing not re-issued):**
- .1 Revise as shown on sketches #SK-M212-5 & #SK-M212-6 issued herewith.
- 2.12 Mechanical Drawing No. M213 - First Floor, Plumbing & Med. Gas, Block C North, New Work (Drawing not re-issued):**
- .1 Revise as shown on sketches #SK-M213-2 & #SK-M213-3 issued herewith.
- 2.13 Mechanical Drawing No. M213D - First Floor, Plumbing & Med. Gas, Block C North, Demolition (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M213D-2 issued herewith.
- 2.14 Mechanical Drawing No. M214 - First Floor, Plumbing & Med. Gas, Block D-E, New Work (Drawing not re-issued):**
- .1 Revise as shown on sketches #SK-M214-4 & #SK-M214-5 issued herewith.
- 2.15 Mechanical Drawing No. M215 - First Floor, Plumbing & Med. Gas, Block E-F, New Work (Drawing not re-issued):**
- .1 Revise as shown on sketches #SK-M215-3 & #SK-M215-4 issued herewith.
- 2.16 Mechanical Drawing No. M216 - First Floor, Plumbing & Med. Gas, Block G, New Work (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M216-3 issued herewith.
- 2.17 Mechanical Drawing No. M220 - Second Floor, Plumbing & Med. Gas, Block A-B South, New Work (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M220-5 issued herewith.
- .2 Revise Equipment Label 'H-3042' located in room #2451 to '003042'.
- .3 Revise Equipment Label 'H-2815' located in room #2447G to '002815'.
- 2.18 Mechanical Drawing No. M221 - Second Floor, Plumbing & Med. Gas, Block C South, New Work (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M221-2 issued herewith.

- 2.19 Mechanical Drawing No. M221D - Second Floor, Plumbing & Med. Gas, Block C South, Demolition (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M221D-2 issued herewith.
- 2.20 Mechanical Drawing No. M222 - Second Floor, Plumbing & Med. Gas, Block A-B North, New Work (Drawing not re-issued):**
- .1 Add Eye Wash 'EW2' and Temperature Control Mixing Valve "CV1" in H/K room #2125.
 - .2 Revise as shown on sketches #SK-M222-4 & #SK-M222-5 issued herewith.
 - .3 Revise Equipment Label 'H-0793' located in room #2442.64 to '000793'.
- 2.21 Mechanical Drawing No. M222D - Second Floor, Plumbing & Med. Gas, Block A-B South, Demolition (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M222D-2 issued herewith.
- 2.22 Mechanical Drawing No. M223 - Second Floor, Plumbing & Med. Gas, Block C North, New Work (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M223-4 issued herewith.
- 2.23 Mechanical Drawing No. M224 - Second Floor, Plumbing & Med. Gas, Block D-E, New Work/ Demolition (Drawing not re-issued):**
- .1 Revise eye wash label from EW3" to 'EW2" in H/K rooms #2G681 and #2G731.
 - .2 Revise as shown on sketches #SK-M224-4 to #SK-M224-6 issued herewith.
 - .3 Revise Equipment Label 'H-0691' located in room #2G792 to '000691'.
- 2.24 Mechanical Drawing No. M225 - Second Floor, Plumbing & Med. Gas, Block E-F, New Work/ Demolition (Drawing not re-issued):**
- .1 Revise eye wash label from EW1" to 'EW2" in H/K room #2G005.
 - .2 Revise eye wash label from EW3" to 'EW2" in H/K room #2G495.
 - .3 Revise as shown on sketches #SK-M225-8 to #SK-M225-11 issued herewith.
- 2.25 Mechanical Drawing No. M226 - Second Floor, Plumbing & Med. Gas, Block G, New Work (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M226-3 issued herewith.
- 2.26 Mechanical Drawing No. M234 - Third Floor, Plumbing & Med. Gas, Block D-E, New Work (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M234-3 issued herewith.

- 2.27 Mechanical Drawing No. M242 - Fourth Floor, Plumbing & Med. Gas, Block A-B North, New Work (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M242-1 issued herewith.
- 2.28 Mechanical Drawing No. M243 - Fourth Floor, Plumbing & Med. Gas, Block C North, New Work (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M243-2 issued herewith.
- 2.29 Mechanical Drawing No. M244 - Fourth Floor, Plumbing & Med. Gas, Block D-E, New Work (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M244-2 issued herewith.
- 2.30 Mechanical Drawing No. M245 - Fourth Floor, Plumbing & Med. Gas, Block E-F, New Work/ Demolition (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M245-3 issued herewith.
- 2.31 Mechanical Drawing No. M246 - Fourth Floor, Plumbing & Med. Gas, Block G, New Work (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M246-2 issued herewith.
- 2.32 Mechanical Drawing No. M250 - Fifth Floor, Plumbing & Mech, Block A-B South, New Work (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M250-3 issued herewith.
- .2 Revise drawing title to read: 'Fifth Floor, Plumbing & Mech., Block A-B South, New Work/Demolition'
- 2.33 Mechanical Drawing No. M251 - Fifth Floor, Plumbing, Block C South, New Work (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M251-2 issued herewith.
- .2 Revise drawing title to read: 'Fifth Floor, Plumbing, Block C South, New Work/Demolition.'
- 2.34 Mechanical Drawing No. M252 - Fifth Floor, Plumbing, Block A-B North, Reference (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M252-3 issued herewith.
- 2.35 Mechanical Drawing No. M253 - Fifth Floor, Plumbing, Block C North, New Work / Demolition (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M253-4 issued herewith.
- 2.36 Mechanical Drawing No. M255 - Fifth Floor, Plumbing Block E-F New Work / Demolition (Drawing not re-issued):**
- .1 Revise drawing title to read: 'Fifth Floor, Plumbing Block E-F New Work / Demolition'

- 2.37 Mechanical Drawing No. M256 - Fifth Floor, Plumbing, Block G, New Work (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M256-3 issued herewith.
- 2.38 Mechanical Drawing No. M411 - First Floor, Ventilation, Block C South, New Work (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M411-1 issued herewith.
- 2.39 Mechanical Drawing No. M412 - First Floor, Ventilation, Block A-B North, New Work (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M412-1 issued herewith.
- 2.40 Mechanical Drawing No. M413 - First Floor, Ventilation, Block C North, New Work (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M413-3 & #SK_M413-4 issued herewith.
- 2.41 Mechanical Drawing No. M420 - Second Floor, Ventilation, Block A-B South, New Work (Drawing issued herewith):**
- .1 Revise as shown on drawing.
- 2.42 Mechanical Drawing No. M421 - Second Floor, Ventilation, Block C South, New Work (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M421-3 issued herewith.
- 2.43 Mechanical Drawing No. M421D - Second Floor, Ventilation, Block C South, Demolition (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M421D-1 issued herewith.
- 2.44 Mechanical Drawing No. M422 - Second Floor, Ventilation, Block A-B North, New Work (Drawing issued herewith):**
- .1 Revise as shown on drawing.
- 2.45 Mechanical Drawing No. M422D - Second Floor, Ventilation, Block A-B North, Demolition (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M422D-1, #SK-M422D-2 & #SK-M422D-3 issued herewith.
- 2.46 Mechanical Drawing No. M423D - Second Floor, Ventilation, Block C North, Demolition (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M423D-1 & #SK-M423D-2 issued herewith.
- 2.47 Mechanical Drawing No. M423 - Second Floor, Ventilation, Block C North, New Work (Drawing issued herewith):**
- .1 Revise as shown on drawing.

2.48 Mechanical Drawing No. M424 - Second Floor, Ventilation, Block D-E, New Work (Drawing not re-issued):

.1 Revise as shown on sketch #SK-M424-5, #SK-M424-6 & #SK-M424-7 issued herewith.

2.49 Mechanical Drawing No. M425 - Second Floor, Ventilation, Block E-F, New Work (Drawing issued herewith):

.1 Revise as shown on drawing.

2.50 Mechanical Drawing No. M431D - Third Floor, Ventilation, Block C South, Demolition (Drawing not re-issued):

.1 Revise as shown on sketch #SK-M431D-2 issued herewith.

2.51 Mechanical Drawing No. M431 - Third Floor, Ventilation, Block C South, New Work (Drawing not re-issued):

.1 Revise as shown on sketch #SK-M431-3 & #SK-M431-4 issued herewith.

2.52 Mechanical Drawing No. M433 - Third Floor, Ventilation, Block C North, New Work (Drawing not re-issued):

.1 Revise as shown on sketch #SK-M433-3 & #SK-M433-4 issued herewith.

2.53 Mechanical Drawing No. M435 - Third Floor, Ventilation, Block E-F, New Work (Drawing not re-issued):

.1 Revise as shown on sketch #SK-M435-2, #SK-M435-3 & #SK-M435-4 issued herewith.

2.54 Mechanical Drawing No. M436 - Third Floor, Ventilation, Block G, New Work (Drawing not re-issued):

.1 Revise as shown on sketch #SK-M436-8 & #SK-M436-9 issued herewith.

2.55 Mechanical Drawing No. M440 - Fourth Floor, Ventilation, Block A-B South, New Work (Drawing not re-issued):

.1 Revise as shown on sketch #SK-M440-3 issued herewith.

2.56 Mechanical Drawing No. M444 - Fourth Floor, Ventilation, Block D-E, New Work (Drawing not re-issued):

.1 Revise as shown on sketch #SK-M444-6 issued herewith.

2.57 Mechanical Drawing No. M445 - Fourth Floor, Ventilation, Block E-F, New Work (Drawing not re-issued):

.1 Revise as shown on sketch #SK-M445-1 issued herewith.

2.58 Mechanical Drawing No. M450 - Fifth Floor, Ventilation, Block A-B South, New Work (Drawing not re-issued):

.1 Revise as shown on sketch #SK-M450-1 issued herewith.

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- 2.59 Mechanical Drawing No. M452 - Fifth Floor, Ventilation, Block A-B North, New Work (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M452-1 issued herewith.
- 2.60 Mechanical Drawing No. M522 - Second Floor, Heating, Block A-B North, New Work (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M522-3 & #SK-M522-4 issued herewith.
- 2.61 Mechanical Drawing No. M523D - Second Floor, Heating, Block C North, Demolition (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M523D-2 issued herewith.
- 2.62 Mechanical Drawing No. M523 - Second Floor, Heating, Block C North, New Work (Drawing issued herewith):**
- .1 Revise as shown on drawing.
- 2.63 Mechanical Drawing No. M525 - Second Floor, Heating, Block E-F, New Work (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M525-2, #SK-M525-3, #SK-M525-4 & #SK-M525-5 issued herewith.
- 2.64 Mechanical Drawing No. M526 - Second Floor, Heating, Block G, New Work (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M526-2 issued herewith.
- 2.65 Mechanical Drawing No. M536 - Third Floor, Heating, Block G, New Work (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M536-3 issued herewith.
- 2.66 Mechanical Drawing No. M601 - Fourth Floor, Mechanical Rooms, Block G North Lower, New Work (Drawing not re-issued):**
- .1 Sketch #SK-M601-1 & #SK-M601-2 issued with Addendum #3 are re-issued with revised sketch numbers as #SK-M601-4 & #SK-M601-5 respectively.
- .2 Revise as shown on sketch #SK-M601-6 & #SK-M601-7 issued herewith.
- 2.67 Mechanical Drawing No. M602 - Fourth Floor, Mechanical Rooms, Block G North Upper, New Work (Drawing not re-issued):**
- .1 Add notes to drawing to read as follows:
"Where piping arrangements and pipe sizes of steam system in the boiler room differ the schematic steam system diagram dwg. M-752 shall be considered correct."
- 2.68 Mechanical Drawing No. M603 - Fourth Floor, Mechanical Rooms, Block G South Lower, New Work (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M603-4 issued herewith.
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- 2.69 Mechanical Drawing No. M604 - Fourth Floor, Mechanical Rooms, Block G South Upper, New Work (Drawing not re-issued):**
- .1 Add notes to drawing to read as follows:
"Where piping arrangements and pipe sizes of steam system in the boiler room differ the schematic steam system diagram dwg. M-752 shall be considered correct."
 - .2 Revise as shown on sketch #SK-M604-3 issued herewith.
- 2.70 Mechanical Drawing No. M610 - Fifth Floor, Mechanical Rooms, Penthouse Block D, New Work (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M610-5 & #SK-M610-6 issued herewith.
- 2.71 Mechanical Drawing No. M612 - Roof, Mechanical Rooms, Block D, New Work (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M612-1 issued herewith.
- 2.72 Mechanical Drawing No. M620 - Fifth Floor, Mechanical Rooms, Penthouse Block E Lower, New Work (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M620-4 & #SK-M620-5 issued herewith.
- 2.73 Mechanical Drawing No. M622 - Roof, Mechanical Rooms, Block E, New Work (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M622-1 issued herewith.
- 2.74 Mechanical Drawing No. M630 - Fifth Floor, Mechanical Rooms, Penthouse Block F North Lower, New Work (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M630-4 & #SK-M630-5 issued herewith.
- 2.75 Mechanical Drawing No. M633 - Fifth Floor, Mechanical Rooms, Penthouse Block F South Upper, New Work (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M633-1 issued herewith.
- 2.76 Mechanical Drawing No. M634 - Roof, Mechanical Rooms, Block F North, New Work (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M634-1 issued herewith.
- 2.77 Mechanical Drawing No. M636 - Fifth Floor, Mechanical Rooms, Block A-B South, Diesel Generator Room, New Work (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M636-3 issued herewith.
- 2.78 Mechanical Drawing No. M640 - First Floor, Mechanical Rooms, Block F Chiller Room, New Work (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M640-1 issued herewith.

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- 2.79 Mechanical Drawing No. M641 - First Floor, Mechanical Rooms, Block G Bunker, New Work (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M641-1 issued herewith.
- 2.80 Mechanical Drawing No. SK-M713 - Plumbing Schematic, Domestic Water #2 (Drawing re-issued):**
- .1 Revise as shown on sketch #SK-M713-2 issued herewith.
- 2.81 Mechanical Drawing No. SK-M716 - Plumbing Schematic, Pneumatic Tube System & Plumbing Part Plans (Drawing re-issued):**
- .1 Revise as shown on sketches #SK-M716-5 & #SK-M716-6 issued herewith.
- 2.82 Mechanical Drawing No. SK-M726 - Plumbing Details #7 - Mechanical (Drawing re-issued):**
- .1 Revise as shown on sketch #SK-M726-1 issued herewith.
- 2.83 Mechanical Drawing No. M730 - Fire Sprinkler Riser Diagram - Mechanical (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M730-2 issued herewith.
- 2.84 Mechanical Drawing No. M730 - Fire Standpipe Riser Diagram - Mechanical (Drawing not re-issued):**
- .1 Revise as shown on sketches #SK-M731-1 to #SK-M731-4 issued herewith.
- 2.85 Mechanical Drawing No. M752 - Schematics & Details #3, Steam (Drawing issued herewith):**
- .1 Revise as shown on drawing.
- 2.86 Mechanical Drawing No. M755 - Schematics & Details #6, Miscellaneous HVAC (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M755-1 issued herewith.
- 2.87 Mechanical Drawing No. M756 - Schematics & Details #7, Miscellaneous HVAC (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M756-2 issued herewith.
- 2.88 Mechanical Drawing No. M757 - Schematics & Details #8, HVAC Controls Mechanical (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M757-2, #SK-M757-3 & #SK-M757-4 issued herewith.
- 2.89 Mechanical Drawing No. M758 - Schematics & Details #9, Miscellaneous HVAC (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M758-2 & #SK-M758-3 issued herewith.
- 2.90 Mechanical Drawing No. M765 - Roof, Mechanical, Block A-B South (Drawing issued herewith):**
- .1 New drawing added to the scope of contract.

- 2.91 Mechanical Drawing No. M801 - Schedules #1, Mechanical (Drawing issued herewith):**
.1 Revise as shown on drawing.
- 2.92 Mechanical Drawing No. M802 - Schedules #2, Mechanical (Drawing not re-issued):**
.1 Revise as shown on sketch #SK-M802-1 issued herewith.
- 2.93 Mechanical Drawing No. M803 - Schedules #3, Mechanical (Drawing issued herewith):**
.1 Revise as shown on drawing.
- 2.94 Mechanical Drawing No. M804 - Schedules #4, Mechanical (Drawing not re-issued):**
.1 Revise as shown on sketch #SK-M804-1 issued herewith.
- 2.95 Mechanical Drawing No. M805 - Schedules #5, Mechanical (Drawing not re-issued):**
.1 Revise as shown on sketch #SK-M805-1 & #SK-M805-2 issued herewith.
- 2.96 Mechanical Drawing No. M912 - First Floor, Fire Protection, Block A-B North, New Work (Drawing not re-issued):**
.1 Revise as shown on sketch #SK-M912-1 issued herewith.
- 2.97 Mechanical Drawing No. M913 - First Floor, Fire Protection, Block C North, New Work (Drawing not re-issued):**
.1 Revise as shown on sketch #SK-M913-9 issued herewith.
- 2.98 Mechanical Drawing No. M916 - First Floor, Fire Protection, Block G New Work (Drawing not re-issued):**
.1 Revise as shown on sketches #SK-M916-14 to #SK-M916-17 issued herewith.
- 2.99 Mechanical Drawing No. M920 - Second Floor, Fire Protection, Block A-B South, New Work (Drawing not re-issued):**
.1 Revise as shown on sketches #SK-M920-3 to #SK-M920-4 issued herewith.
- 2.100 Mechanical Drawing No. M921 - Second Floor, Fire Protection, Block C South, New Work (Drawing not re-issued):**
.1 Revise as shown on sketch #SK-M921-7 issued herewith.
- 2.101 Mechanical Drawing No. M922 - Second Floor, Fire Protection, Block A-B North, New Work (Drawing not re-issued):**
.1 Revise as shown on sketch #SK-M922-6 issued herewith.
- 2.102 Mechanical Drawing No. M923 - Second Floor, Fire Protection, Block C North, New Work (Drawing not re-issued):**
.1 Revise as shown on sketches #SK-M923-3 to #SK-M923-5 issued herewith.

2.103 Mechanical Drawing No. M924 - Second Floor, Fire Protection, Block D-E, New Work (Drawing not re-issued):

.1 Revise as shown on sketches #SK-M924-9 to #SK-M924-13 issued herewith.

2.104 Mechanical Drawing No. M925 - Second Floor, Fire Protection, Block E-F, New Work (Drawing not re-issued):

.1 Revise as shown on sketches #SK-M925-15 to #SK-M925-21 issued herewith.

2.105 Mechanical Drawing No. M926 - Second Floor, Fire Protection, Block G, New Work (Drawing not re-issued):

.1 Revise as shown on sketches #SK-M926-1 to #SK-M926-5 issued herewith.

2.106 Mechanical Drawing No. M930 - Third Floor, Fire Protection, Block A-B South, New Work (Drawing not re-issued):

.1 Revise as shown on sketch #SK-M930-1 issued herewith.

2.107 Mechanical Drawing No. M930D - Third Floor, Fire Protection, Block A-B South, Demolition (Drawing not re-issued):

.1 Revise as shown on sketch #SK-M930D-1 issued herewith.

2.108 Mechanical Drawing No. M931 - Third Floor, Fire Protection, Block C South, New Work (Drawing not re-issued):

.1 Revise as shown on sketch #SK-M931-3 issued herewith.

2.109 Mechanical Drawing No. M931D - Third Floor, Fire Protection, Block C South, Demolition (Drawing not re-issued):

.1 Revise as shown on sketch #SK-M931D-1 issued herewith.

2.110 Mechanical Drawing No. M932 - Third Floor, Fire Protection, Block A-B North, New Work (Drawing not re-issued):

.1 Revise as shown on sketch #SK-M932-3 issued herewith.

2.111 Mechanical Drawing No. M932D - Third Floor, Fire Protection, Block A-B North, Demolition (Drawing issued herewith):

.1 Revise as shown on drawing.

2.112 Mechanical Drawing No. M933 - Third Floor, Fire Protection, Block C North, New Work (Drawing not re-issued):

.1 Revise as shown on sketch #SK-M933-4 issued herewith.

2.113 Mechanical Drawing No. M933D - Third Floor, Fire Protection, Block C North, Demolition (Drawing not re-issued):

.1 Revise as shown on sketch #SK-M933D-1 issued herewith.

2.114 Mechanical Drawing No. M934 - Third Floor, Fire Protection, Block D-E, New Work (Drawing issued herewith):

.1 Revise as shown on drawing.

2.115 Mechanical Drawing No. M935 - Third Floor, Fire Protection, Block E-F, New Work (Drawing issued herewith):

.1 Revise as shown on drawing.

2.116 Mechanical Drawing No. M936 - Third Floor, Fire Protection, Block G, New Work (Drawing issued herewith):

.1 Revise as shown on drawing.

2.117 Mechanical Drawing No. M940 - Fourth Floor, Fire Protection, Block A-B South, New Work (Drawing not re-issued):

.1 Revise as shown on sketch #SK-M940-1 issued herewith.

2.118 Mechanical Drawing No. M940D - Fourth Floor, Fire Protection, Block A-B South, Demolition (Drawing not re-issued):

.1 Revise as shown on sketch #SK-M940D-1 issued herewith.

2.119 Mechanical Drawing No. M941 - Fourth Floor, Fire Protection, Block C South, New Work (Drawing not re-issued):

.1 Revise as shown on sketch #SK-M941-1 issued herewith.

2.120 Mechanical Drawing No. M941D - Fourth Floor, Fire Protection, Block C South, Demolition (Drawing not re-issued):

.1 Revise as shown on sketch #SK-M941D-1 issued herewith.

2.121 Mechanical Drawing No. M942 - Fourth Floor, Fire Protection, Block A-B North, New Work (Drawing not re-issued):

.1 Revise as shown on sketches #SK-M942-1 to #SK-M942-2 issued herewith.

2.122 Mechanical Drawing No. M942D - Fourth Floor, Fire Protection, Block A-B North, Demolition (Drawing not re-issued):

.1 Revise as shown on sketch #SK-M942D-1 issued herewith.

2.123 Mechanical Drawing No. M943 - Fourth Floor, Fire Protection, Block C North, New Work (Drawing not re-issued):

.1 Revise as shown on sketches #SK-M943-1 to #SK-M943-2 issued herewith.

2.124 Mechanical Drawing No. M943D - Fourth Floor, Fire Protection, Block C North, Demolition (Drawing not re-issued):

.1 Revise as shown on sketch #SK-M943D-1 issued herewith.

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- 2.125 Mechanical Drawing No. M944 - Fourth Floor, Fire Protection, Block D-E, New Work (Drawing issued herewith):**
- .1 Revise as shown on drawing.
- 2.126 Mechanical Drawing No. M945 - Fourth Floor, Fire Protection, Block E-F, New Work (Drawing issued herewith):**
- .1 Revise as shown on drawing.
- 2.127 Mechanical Drawing No. M946 - Fourth Floor, Fire Protection, Block G, New Work (Drawing issued herewith):**
- .1 Revise as shown on drawing.
- 2.128 Mechanical Drawing No. M953 - Fifth Floor, Fire Protection, Block C North, New Work (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M953-1 issued herewith.
- 2.129 Mechanical Drawing No. M954 - Fifth Floor, Fire Protection, Block D-E, New Work (Drawing issued herewith):**
- .1 Revise as shown on drawing.
- 2.130 Mechanical Drawing No. M955 - Fifth Floor, Fire Protection, Block E-F, New Work (Drawing issued herewith):**
- .1 Revise as shown on drawing.
- 2.131 Mechanical Drawing No. M956 - Fifth Floor, Fire Protection, Block G, New Work (Drawing not re-issued):**
- .1 Revise as shown on sketch #SK-M956-1 issued herewith.
- 2.132 Mechanical Sketch No. SK-M250-1 - Fifth Floor, Plumbing Block A-B South, issued with Addendum #M3 (Sketch not re-issued):**
- .1 Revise sketch title to read: 'Fifth Floor, Plumbing & Mech., Block A-B South.'
- 2.133 Mechanical Sketch No. SK-M250-2 - Fifth Floor, Plumbing, Block A-B South, issued with Addendum #M3 (Sketch not re-issued):**
- .1 Revise sketch title to read: 'Fifth Floor, Plumbing & Mech., Block A-B South.'
- 2.134 Mechanical Sketch No. SK-M251-1 - Fifth Floor, Plumbing, Block C South, issued with Addendum #M3 (Sketch not re-issued):**
- .1 Revise sketch title to read: 'Fifth Floor, Plumbing & Mech., Block C South.'
- 2.135 Mechanical Sketch No. SK-M252-1 - Fifth Floor, Plumbing, Block A-B North, issued with Addendum #M3 (Sketch not re-issued):**
- .1 Revise sketch title to read: 'Fifth Floor, Plumbing & Mech., Block A-B South.'
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2.136 Mechanical Sketch No. SK-M252-2 - Fifth Floor, Plumbing, Block A-B North, issued with Addendum #M3 (Sketch not re-issued):

.1 Revise sketch title to read: 'Fifth Floor, Plumbing & Mech., Block A-B South.'

2.137 Mechanical Sketch No. SK-M253-1 - Fifth Floor, Plumbing Block C North, issued with Addendum #M3 (Sketch not re-issued):

.1 Revise sketch title to read: 'Fifth Floor, Plumbing & Mech., Block A-B South.'

2.138 Mechanical Sketch No. SK-M253-2 - Fifth Floor, Plumbing Block C North, issued with Addendum #M3 (Sketch not re-issued):

.1 Revise sketch title to read: 'Fifth Floor, Plumbing & Mech., Block A-B South.'

2.139 Mechanical Sketch No. SK-M253-3 - Fifth Floor, Plumbing Block C North, issued with Addendum #M3 (Sketch not re-issued):

.1 Revise sketch title to read: 'Fifth Floor, Plumbing & Mech., Block A-B South.'

2.140 Mechanical Sketch No. SK-M255-2 - Fifth Floor, Plumbing Block E-F, issued with Addendum #M3 (Sketch not re-issued):

.1 Revise sketch title to read: 'Fifth Floor, Plumbing & Mech., Block E-F'

End of Mechanical Addendum #M4

Documents, contract requirements, specifications, drawings and schedules for

RVH

Royal Victoria Hospital

Project Manual
ROYAL VICTORIA HOSPITAL
Phase One Redevelopment Project
201 Georgian Drive
Barrie, Ontario

Are amended as follows:

1. SPECIFICATIONS

- 1.1. Section 03 30 00 (R0), Cast - in - Place Concrete:
 - 1.1.1. Revise Clause 2.3.5 to read as follows:

“.5 ALL columns less than 300 mm in least dimension AND WALLS (WHERE INDICATED ON PLANS OR SCHEDULES): Provide semi low density concrete....”
 - 1.1.2. Revise Clause 3.5.5 as follows:

“.5 Keep cylinders for concrete STRENGTH testing.....”
 - 1.13. Add Clause 3.5.6 as follows:

“.6 For all high density concrete, as well as for normal weight concrete used for radiation shielding, provide one additional cylinder for each set of cylinders prepared for strength testing, and use for air dry density testing. House those cylinders in a misting chamber for 7 days following casting, and air dry in the testing lab for the following 21 days. “
 - 1.1.4. Revise Clause 3.15.8 as follows:

“.8A set of cylinders for compression testing AND AIR DRY DENSITY TESTING will be cast from each truckload....”
 - 1.1.5. Add Clause 3.15.14 as follows:

“.14 Determine air dry density of high density concrete, as well as of normal weight concrete used for radiation shielding by measuring mass of specially cured 28 day old concrete cylinders, followed by measuring volume, using a water displacement test. The test cylinders are to be immersed only once and for no more than 30 seconds. In addition, as interim checks, determine density of all radiation shielding concrete cylinders prepared for strength testing, just before the strength tests (at 7,14 and 28 days).

2. Drawings

- 2.1. Drawing S105 - DEMOLITION PLANS PART LEVEL 1 & 2 - BLOCK A, B & C
 - 2.1.1. Remove existing spread footings and piers on line 6 and 7 west of line A.

- 2.2. Drawing S215 - FOUNDATION, BASEMENT AND LEVEL 1 PLAN - BLOCK D
 - 2.2.1. Revise drawings as shown on Sketch **SK-S215-2**.
 - 2.2.2. Revise TOC and TOF elevations at locations C/9, D/9 and G/9 to be +3000.
 - 2.2.3. Revise TOF at location H/1 to be +2300; pier P6 is required if RAP foundations are used.

- 2.3. Drawing S216 - FOUNDATION, BASEMENT AND LEVEL 1 PLAN - BLOCK E
 - 2.3.1. Revise TOF at location T/1 to be +3200.
 - 2.3.2. If RAP foundations are used at column R/9, no pier is required (NP).
 - 2.3.3. Revise foundation walls and add caissons as shown on Sketch **SK-S216-1**.

- 2.4. Drawing S217 - FOUNDATION, BASEMENT AND LEVEL 1 PLAN - BLOCK F
 - 2.4.1. Revise TOF at location GG/1 to be +3200. Pier P6 is required if RAP foundations are used.

- 2.5. Drawing S226 - LEVEL 2 FRAMING PLAN - BLOCK E
 - 2.5.1. Revise foundation walls as shown on Sketch **SK-S226-2**.

- 2.6. Drawing S227 - LEVEL 2 FRAMING PLAN - BLOCK F
 - 2.6.1. Revise framing as shown on Sketch **SK-S227-5**.

- 2.7. Drawing S235 - LEVEL 3 FRAMING PLAN - BLOCK D
 - 2.7.1. Revise framing plan as shown on Sketch **SK-S235-3**.
 - 2.7.2. Revise note "BP" at south support of HSS152x152 near grid line M-9 to read "WP1".

- 2.8. Drawing S237 - LEVEL 3 FRAMING PLAN - BLOCK F
 - 2.8.1. Revise feature stair configuration as shown on Sketch **SK-S237-4**.

- 2.9. Drawing S245 - LEVEL 4 FRAMING PLAN - BLOCK D
 - 2.9.1. Revise framing plan as shown on Sketch **SK-S245-1**.

- 2.10. Drawing S246 - LEVEL 4 FRAMING PLAN - BLOCK E
 - 2.10.1. Revise framing plan as shown on Sketch **SK-S246-1**.

- 2.11. Drawing S247 - LEVEL 4 FRAMING PLAN - BLOCK F
 - 2.11.1. Revise framing plan as shown on Sketch **SK-S247-2**.
 - 2.11.2. Revise feature stair configuration as shown on Sketch **SK-S247-3**.

- 2.12. Drawing S257 - LEVEL 5 (P/H FLOOR) FRAMING PLAN - BLOCK F
 - 2.12.1. Revise framing at mechanical link as shown on Sketches **SK-S257-5** and **SK-S257-6**.

- 2.13. Drawing S276 - P/H ROOF FRAMING PLAN – BLOCK E
- 2.13.1. Revise framing as shown on Sketch **SK-S276-2**

- 2.14. Drawing S277 - P/H ROOF FRAMING PLAN – BLOCK F
- 2.14.1. Revise framing as shown on Sketches **SK-S277-2** and **SK-S277-3**.

- 2.15. Drawing S281 - PART PLANS, ELEVATIONS AND DETAILS - BLOCK A, B & C
- 2.15.1. Add framing for guywire supports as shown on Sketch **SK-S281-4**.
- 2.15.2. Add existing Exhaust Enclosure Framing Plan and section B/S281 as shown on Sketch **SK-S281-5**.

- 2.16. Drawing S291 - LODGE CANOPY PLANS AND SECTIONS
- 2.16.1. Section LC1/S291: Revise connection force shown for HSS 406x406 as follows "...Vf=125 each end ...".

- 2.17. Drawing S315 - PATIENT BLOCK FOUNDATION SECTIONS - SHEET 5
- 2.17.1. Section F27/S315: revise additional bars from 6-15 to 8-15
- 2.17.2. Add Section F27p/S315 as shown on Sketch **SK-S315-2**
- 2.17.3. Revise sections F22A/S315 and F25/S315 as shown on Sketch **SK-S315-3**.

- 2.18. Drawing S316 - PATIENT BLOCK FOUNDATION SECTIONS - SHEET 6
- 2.18.1. Section F34/S316 – delete slot with rigid insulation shown in the foundation wall.

- 2.19. Drawing S317 - PATIENT BLOCK FOUNDATION SECTIONS - SHEET 7
- 2.19.1. Section F47/S317 – delete slot with rigid insulation shown in the foundation wall.

- 2.20. Drawing S321 - PATIENT BLOCK LEVEL 2 SECTIONS
- 2.20.1. Add Section 2J/S321 as shown on Sketch **SK-S321-4**.

- 2.21. Drawing S332 - PATIENT BLOCK LEVEL 3 SECTIONS - SHEET 2
- 2.21.1. Section 3Y/S332: delete dowels to masonry wall.
- 2.21.2. Section 3CC/S332: Add 50x5x400 LG. strap anchor with 50 hook @ 400 o/c into solid grouted cores to top of HSS lintel currently shown.
- 2.21.3. Section 3PP/S332: Add note to bracket at top of new block wall "Masonry Lateral Support as per PDO3/S102". At new wall and slab connection, delete ledge and show roughed construction joint above and below slab as per typical.

- 2.22. Drawing S333 - PATIENT BLOCK LEVEL 3 SECTIONS - SHEET 3
- 2.22.1. Section 3XX/S333: Add parapet extension detail to the top of the existing parapet shown similar to detail 3A/S331.

- 2.23. Drawing S341 - PATIENT BLOCK LEVEL 4 SECTIONS
- 2.23.1. Section 4P/S341: Revise note at drilled concrete expansion anchors that anchor bent plate supporting new curb to read "...16 diameter DCA (102 embedment) @ 300 max."
- 2.23.2. Revise sections 4M/S341 and 4S/S341 as shown on Sketch **SK-S341-1**.
- 2.24. Drawing S352 - PATIENT BLOCK LEVEL 5 (P/H FLOOR) SECTIONS - SHEET 2
- 2.24.1. Revise sections 5LL/S352 and 5UU/S352 and add section 5V.V/S352 as shown on Sketch **SK-S352-8**.
- 2.25. Drawing S361 - PATIENT BLOCK P/H ROOF SECTIONS
- 2.25.1. Add sections PH15/S361 and PH16/S361 as shown on Sketch **SK-S361-4**.
- 2.26. Drawing S393 - MAIN CANOPY, ELECTRICAL SHED & LANDSCAPING SECTIONS
- 2.26.1. Section MC1/S393: Revise connection force shown for HSS 406x406 as follows "...Vf=125 each end ...".
- 2.26.2. Revise section LW7/S393 and add section LW13/S393 as shown on Sketch **SK-S393-4**.
- 2.26.3. Section LW6/S393: Revise top square pier to 450x450 and lower circular pier to 762 diameter.
- 2.27. Drawing S395 - WEST CANOPY, BUS SHELTER & TRANSFORMER PAD PLANS AND SECTIONS
- 2.27.1. Section WC1/S395: Add note to HSS406x406 "Connect HSS406x406 to fitted stiffeners for Mtf=100, Vf=125 each end (cut bottom locally as required for access)".
- 2.28. Drawing S421 - CANCER CENTRE LEVEL 2 SECTIONS
- 2.28.1. Revise Section C2G/S421 as shown on Sketch **SK-S421- 2**.
- 2.29. Drawing S451 - CANCER CENTRE LEVEL 5 AND ROOF SECTIONS
- 2.29.1. Section HR3/S451: revise stubs to be HSS127x127x8 (galv.); provide 20 dia. galvanized bent rod "eye" for gyuwire attachment, fully welded to top of 12mm galv. cover plate.
- 2.30. Drawing S531 - PATIENT BLOCK SHEAR WALL SCHEDULE - SHEET 1
- 2.30.1. Add Concrete Shear Wall Schedule Note # 17 as follows: "17. Provide 50 cover to vertical reinforcing and use semi - low density structural concrete (type L or S) for walls where SLD is indicated in Schedules."
- 2.31. Drawing S532 - PATIENT BLOCK SHEAR WALL SCHEDULE - SHEET 2
- 2.31.1. Provide SLD concrete for Wall WE3, from Level 2 up.
- 2.32. Drawing S533 - PATIENT BLOCK SHEAR WALL SCHEDULE - SHEET 3
- 2.32.1. Provide SLD concrete for Wall WF2, from Level 2 up.

- 2.33. Drawing S541 - CANCER CENTRE SHEAR WALL SCHEDULE
2.33.1. Provide SLD concrete for Walls WG5 and WG6, full height.
- 2.34. Drawing S551 - PATIENT BLOCK PENTHOUSE ELEVATIONS - SHEET 1
2.34.1. Revise elevation PB1C/S551 as shown on Sketch SK-S551-6.
- 2.35. Drawing S552 - PATIENT BLOCK PENTHOUSE ELEVATIONS - SHEET 2
2.35.1. Delete elevation PB10G/S552.
2.35.2. Revise elevations PB6D/S552, PB10C/S552, PB10D/S552 and PB10E/S552 as shown in sketch SK-S552-5.
- 2.36. Drawing S561 - CANCER CENTRE PENTHOUSE ELEVATIONS
2.36.1. Elevation CC4/S561 - add L76x76x64 at underside of all the girts located just above CC Penthouse Roof (Lobby Roof) level (one G4 and three G6).
- 2.37. Drawing S611 - BEAM SCHEDULE
2.37.1. Beams BMC201, 202 and 301: revise stirrups shape per Section C2G/S421

Attachments:

Sketches:

SK-S215-2	SK-S216-1	SK-S226-2
SK-S227-5	SK-S235-3	SK-S237-4
SK-S245-1	SK-S246-1	SK-S247-2 & 3
SK-S257-5 & 6	SK-S276-2	SK-S277-2 & 3
SK-S281-4 & 5	SK-S315-2& 3	SK-S321-4
SK-S341-1	SK-S352-8	SK-S361-4
SK-S393-4	SK-S421-2	SK-S551-6
SK-S552-5		

- End of Addendum -

POST TENDER ADDENDUM NO. 1

November 10, 2008



Royal Victoria Hospital

**Phase One Redevelopment Project
201 Georgian Drive
Barrie, Ontario**

Project Number: 0639

Documents, contract requirements, specifications, drawings and schedules for



Project Manual
ROYAL VICTORIA HOSPITAL
Phase One Redevelopment Project
201 Georgjan Drive
Barrie, Ontario

Are amended as follows:

- PA1-1 01 56 00 (R0) Temporary Barriers and Enclosures June 16, 2008. Revise section as follows:
REVISE 1.5 to read as follows:
1.5 Hoarding:
.6 Site: Hoarding Gate Construction: commercial grade galvanized chain link fence and galvanized tubular gate frame at locations as indicated on drawings. Mesh fabric shall be 51mm, #9 gauge, steel mesh. Framing shall be 43mm OD, schedule 40 pipe. Provide hot-dipped galvanized fittings and castings for complete installation.
- PA1-2 04 21 00 (R0) Unit Masonry June 16, 2008. Revise section as follows:
REVISE 2.3 as follows:
2.3 Mortar Mixes:
.3 Revise type of mortar (in chart) for 'Exterior Masonry Veneer' to Type 'S', 28-day strength shall be 8.5 Mpa (1,200 psi). Use pre-mixed mortar only, typical for Type 'S'.
- PA1-3 04 43 26 (R0) Dimensioned Stone Veneer Cladding June 16, 2008. Revise section as follows:
ADD 1.7.1.8 as follows:
.1 Shop Drawings:
.8 The Professional Engineer designing the connections shall carry liability insurance in an amount to meet the requirements of Administrative Requirements 01 30 00 (R1) dated June 16, 2008, item 1.15.3.2. Section 01 30 00 (R1) previously issued in Addendum 1 dated July 14, 2008.
- PA1-4 05 50 00 (R0) Metal Fabrications June 16, 2008. Revise section as follows:
ADD 2.1.8 as follows:
2.1 Materials:
.8 Extruded aluminium components, 2.3mm (0.0907") thick extruded aluminium, alloy 6063-T5, clear anodized finish, Class 1 Coating min. thickness 0.7 mils.
- ADD 2.11** Rooftop Walkways as follows:
2.11 Rooftop Walkways:
.1 Pre-manufactured Walkway, shall be modular type as manufactured by Portable Pipe Hangers (Canada) Inc, and shall consist of the following;

- .2 High-density polyethylene plastic injection moulded bases;
- .3 Substructure Framing shall be fabricated of steel conforming to ASTM A570, Grade 33. Framing shall be roll-formed of 12ga steel into 3-sides or tubular shape. Tubing shall be back-to-back spot welded 6" (150 mm) o.c. max.;
- .4 Handrail Framing shall be fabricated of steel conforming to ASTM A570, Grade 33. Framing shall be roll-formed of 12ga steel into 3-sides or tubular shape;
- .5 Walkway: 18ga, factory fabricated galvanized slip-resistant slotted steel panels;
- .6 Accessories: Provide clamps, bolts, nuts, washers, and other devices as required for a complete system;
- .7 Factory Finishes: Galvanized Metal Surfaces, Mill-galvanized for metal framing, supports. Galvanizing shall conform to ASTM 653 & ASTM 525 class G-90. Bases, Black colour as moulded with carbon black additives for UV-resistance.

ADD 2.12 Medical Equipment Support as follows:

2.12 Medical Equipment Support :

- .1 Provide complete suspended Universal Radiology equipment double track support system. Manufacturer and Products:
 - .1 Unistrut Canada Ltd and/or its authorized representative, 1- 800-267-4959.
 - .2 Contractor shall provide and install medical support structures in locations as indicated on the drawings. Systems shall be perpendicular to the path travel of the equipment. Rail shall be on centres as required by the equipment manufacturer and allow continuous attachment along any point on the rail. System shall be true, plumb, and level to the tolerances indicated. Rails to be spaced equally at 660mm, or as specified.
- .2 Quality Assurance:
 - .1 Material and installation, executed by competent vendor and installer with minimum of 5 years experience in the manufacture and installation of product system assemblies specified.
- .3 Submittals:
 - .1 Submit shop drawings of the work in accordance with Section 01 30 00 latest revision.
 - .2 Shop drawing showing the complete system, including plans, sections and details of the system. Plans shall show manufacturer parts, by catalogue numbers, all fabricated parts and all fasteners and hardware.
 - .3 Employ a professional structural engineer registered in the province of Ontario to:
 - .1 design the components of the work of this Section requiring structural performance,
 - .2 be responsible for determining sizes, joint spacing to allow thermal movement and loading of components in accordance with applicable codes and regulations,
 - .3 be responsible for production and review of shop drawings,

- .4 inspect the work of this Section during fabrication and installation,
- .5 stamp and sign each shop drawing.

.4 Products

.1 Materials used shall conform to:

- .1 ASTM A446 Grade A
- .2 ASTM A570 Grade 33
- .3 ASTM A575
- .4 ASTM 675 Grade 50
- .5 SAE J429 Grade

.2 All materials shall be protected from corrosion with factory applied finish.

.3 Support Structure:

- .1 Support members at the ceiling plane shall be located as indicated on the drawings.
- .2 Ceiling rails to P1001 channel.
- .3 Location of support structure and sub-rails shall be subject to adjustment, to later direction, to suit equipment.

.4 Ceiling Anchorage:

- .1 Anchorage as recommended by support manufacturer.

.5 Vertical Supports:

- .1 Double channel rails and the ceiling anchorage shall be connected by a series of Unistrut Telespar vertical drops. Number of drops to be determined by manufacturer design calculations.
- .2 Vertical supports shall provide for both basic and micro vertical adjustments.

.6 Seismic Bracing:

- .1 Adequately braced to meet all code requirements.

.7 Loading:

- .1 Design to support equipment with a max.concentrated load as indicated on drawings applied at any single point along the exposed rails .
- .2 Deviation from level must not exceed .762mm (.03") over each length and entire grid. Deflection must not exceed .762mm (.03") Deviation from parallel not to exceed .762mm (.03"). The support structure to be cross and diagonally braced to form a rigid structure to accommodate rolling and cantilever loads.

.8 Safety Factor:

- .1 The system shall be designed with a minimum safety factor of **3** based upon ultimate strength under static loading.

ADD 2.13 Snow Mitigation Screens:

2.13 Snow Mitigation Screens:

- .1 Install snow mitigation screens in locations as indicated on drawings;
- .2 Provide extruded aluminum fins, 2.3mm thick, clear anodized mounted to galvanized steel HSS framing (by structural) with non-corrosive fasteners. Spacing and profile of fins as detailed on drawings;
- .3 Provide continuous formed aluminium cap secured with concealed fasteners to profile shown on drawings;

- .4 Install 38mm square X 2.0mm thick wall tubular aluminium vertical supports with welded flange T&B at max. 1200mm o.c. bolted to steel HSS framing
- .5 Prevent galvanic corrosion between dissimilar metals with bituminous paint .

ADD 3.7 Rooftop Walkways as follows:

3.7 Rooftop Walkways:

- .1 Install rooftop walkways in locations as indicated on drawings;
- .2 Contractor to ensure roofing membranes are not damaged during the installation of the walkways. Report any damages to the Consultant.

ADD 3.8 Medical Equipment Support as follows:

3.8 Medical Equipment Support:

- .1 Field measure to assure that the support system can be installed according to plans, and without interference with structural framing, mechanical systems, plumbing or other obstructions. Report any interference to consultant.
- .2 Location of support structure and sub-rails shall be subject to adjustment, to later direction, to suit final equipment location.
- .3 Co-ordinate installation of support system with General Contractor.
- .4 Provide a plastic grey closure strip for open sections of ceiling channels.

PA1-5 07 21 14 (RO) Perimeter Insulation June 16, 2008. Revise section as follows:

REVISE 2.1 to read as follows:

2.1 Materials :

- .1 Perimeter Insulation: Extruded polystyrene board insulation: CAN/ULC-S701, Type 4, rigid, extruded polystyrene board insulation, RSI=0.87 per 25mm thickness and a minimum compressive strength of 240 kPa at 10% deformation or yield; square edges; thickness as indicated

PA1-6 07 52 16 (RO) Cold-applied SBS Modified Bituminous Membrane Roofing June 16, 2008. Revise section as follows:

ADD 2.1.2.3 as follows:

- .2 Approved alternate manufacturers :
- .3 Soprema Inc.

PA1-7 09 68 00 (RO) Carpeting (CPT) June 16, 2008. Revise section as follows:

ADD 1.11 as follows:

1.11 Extended Warranties:

- .1 System Warranty: Warranty shall cover complete replacement of affected area including carpet, adhesives and removal/installation costs. Provide manufacturer's certificate warranting the specified carpet products against defects in materials and manufacture including:
 - .1 10 Year Commercial Wear
 - .2 10 Year No-Zipper and Edge Ravel
 - .3 10 Year Anti-static / Anti-shock
 - .4 10 Year Colourfast
 - .5 10 Year Stain and Spot Removal
- .2 Installation Warranty
 - .1 Provide a written guarantee stating that carpet installation is guaranteed against defects for two (2) years from date of Substantial Performance.

- PA1-8 09 69 00 (RO) Access Flooring June 16, 2008. Revise section as follows:
REVISE 2.5.4 to read as follows:
.1 Surface to Ground Resistance of Static dissipative homogenous Vinyl Tile Flooring:
Average test values shall be within the range of 1,000,000 ohms (1×10^6) to 100,000,000 (1×10^8 ohms), as determined by testing in accordance with the test method for conductive flooring specified in Chapter 3 of NFPA 99, but modified to place one electrode on the floor surface and to attach one (1) electrode to the under structure. Resistance shall be tested at 500 volts.

DELETE article 2.5.5 in its entirety
- PA1-9 09 91 00 (RO) Painting (PT) June 16, 2008. Revise section as follows:
REVISE 2.1.16 to read as follows:
.7 Finish for exposed architectural steel (AESS)(SC50) :
.1 300 series grey phenolic primer (2 mil total dry thickness) manufactured by Tristar Coatings. 1 mil thickness of primer to be applied in shop over zinc rich primer according to manufacturer's directions. Additional 1 mil thickness to be applied on site prior to top coat application."
- PA1-10 Door and Frame Schedule dated September 15, 2008. Schedule revised as follows:
REPLACE Door and Frame Schedule in its entirety with Door and Frame Schedule dated Nov 10, 2008, appended herein consisting of (89 pages). Post tender Addendum 1 changes only are highlighted and the entire schedule is included to provide a consolidated schedule with updated page numbers and including previous changes to schedule.
- PA1-11 Room Finish Schedule dated September 15, 2008. Division 09 Finishes – Appendix 'A':
ADD Room 3G622 Sitting to Room Finish Schedules as follows:
Page 145:
3G622 SITTING, floor material LINO, base material RB, walls GWB with PT finish.

ADD Room 4G368A Alcove to Room Finish Schedules as follows:
Page 162:
4G368A ALCOVE, floor material LINO, base material RB, walls GWB with PT finish.

ADD Room 4G622 Sitting to Room Finish Schedules as follows:
Page 170:
4G622 SITTING, floor material CONC/SEAL, No base material, walls GWB with No finish.
(this room is within shelled space on Level 4)
- PA1-12 10 11 00 (RO) Marker and Tack Boards (WB) (TKBD)" dated June 16, 2008. Revise section as follows:
ADD 1.5 as follows:
1.5 WARRANTY
.1 Warrant work of this Section (marker board writing surfaces) for a period of 10 years against defects and/or deficiencies in accordance with General Conditions of the Contract. Promptly correct any defects or deficiencies which become apparent within the warranty period, to satisfaction of Consultant and at no expense to Owner. Defects include

but are limited to; fading, crazing, peeling, chipping and surface becoming slick, glassy or otherwise unsuitable for use.

- PA1-13 10 22 27 (R0) Folding Panel Partitions June 16, 2008. Revise section as follows:
ADD 2.1.2 as follows: (re-number subsequent existing paragraph numbers accordingly)
.2 Approved alternate manufacturers :
.1 Moderco Inc.

Structural Addendum

- PA1-14 **REFER** to Structural Post Tender Addendum 1 dated November 10, 2008 and is appended hereto.

Mechanical Addendum

- PA1-15 **REFER** to Mechanical Post Tender Addendum 1 dated November 10, 2008 and is appended hereto.

Electrical Addendum

- PA1-16 **REFER** to Electrical Post Tender Addendum 1 dated November 10, 2008 and is appended hereto.

- PA1-17 Drawing Revision:

REVISE DRAWING A352 dated June 16, 2008 as follows:
.1 Revise detail 6/A352, 'Section Through Tunnel' to change the rigid insulation on the top surface only of the tunnel to 75mm thick, Highload 60 high density rigid insulation for the entire length and width of the tunnel. Drawing has not been re-issued.

- PA1-18 The following are **Drawings RE-ISSUED** or **NEW Drawings ISSUED** dated November 10, 2008:

DETAILS TO BE RE-ISSUED:

A200 SERIES:

HIGH SNOW MITIGATION SCREEN – D2103 – re-issued
LOW SNOW MITIGATION SCREEN – D2108 – re-issued

A400 SERIES:

SECTION DETAILS - D4060 - re-issued
SECTION DETAILS - D4072 - re-issued

SKETCHES TO BE RE-ISSUED:

SITE DETAILS - STAINLESS STEEL HANDRAILS - SK-A103-2 - re-issued
CURTAIN WALL ELEVATIONS – CURTAIN WALL ELEVATION 15A - SK-A317-1 - re-issued

SKETCHES TO BE ISSUED:

PART SITE PLAN - PARKING ACCESS CONTROLS - LOT 'D' - SK-A100-3 - new sketch issued
PART EXISTING SITE PLAN - PARKING LOTS 'C' & 'E' - SK-A101-2 - new sketch issued
PART EXISTING SITE PLAN - PARKING LOT "D" - SK-A101-3 - new sketch issued
PART PLAN – LEVEL 4 – CODE ANALYSIS – SK-A124-5 – new sketch issued
PART PLAN – LEVEL 4 – CODE ANALYSIS – SK-A124-6 – new sketch issued
PART PLAN – LEVEL 5 – CODE ANALYSIS – SK-A125-1 – new sketch issued

PARTIAL ROOF PLAN – SK-A205-4 – new sketch issued
ROOFTOP WALKWAYS DETAIL – SK-A205-5 – new sketch issued
PART ELECTRICAL SHED PLAN – SK-A208-1 – new sketch issued
PART ENLARGED PLAN – LEVEL 3 – SK-A233-2 – new sketch issued
PART ENLARGED PLAN – LEVEL 4 – SK-A243-1 – new sketch issued
PART ENLARGED PLAN – LEVEL 4 – SK-A244-2 – new sketch issued
PART ENLARGED PLAN – LEVEL 5 – SK-A254-3 – new sketch issued

PART ENLARGED PLAN – LEVEL 1 – SK-A601-3 – new sketch issued
PART ENLARGED PLAN – LEVEL 2 – SK-A616-2 – new sketch issued
PART ENLARGED PLAN – LEVEL 2 – SK-A619-1 – new sketch issued
PART ENLARGED PLAN – LEVEL 2 – SK-A622-3 – new sketch issued
PART ENLARGED PLAN – LEVEL 3 – SK-A626-1 – new sketch issued
PART ENLARGED PLAN – LEVEL 3 – SK-A626-2 – new sketch issued
PART ENLARGED PLAN - LEVELS 3 & 4 - SK-A626-3 - new sketch issued
PART ENLARGED PLAN – LEVEL 4 – SK-A631-3 – new sketch issued
PART ENLARGED PLAN – LEVEL 4 – SK-A631-4 – new sketch issued
PART ENLARGED PLAN – LEVEL 4 – SK-A631-5 – new sketch issued

PART INTERIOR ELEVATIONS – ATZ – SK-A701-4 – new sketch issued
PART INTERIOR ELEVATIONS – LOBBY – SK-A704-1 – new sketch issued

PART ENLARGED REFLECTED CEILING PLAN – LEVEL 2 – SK-A820-2 – new sketch issued
PART ENLARGED REFLECTED CEILING PLAN – LEVEL 2 – SK-A821-5 – new sketch issued
PART ENLARGED REFLECTED CEILING PLAN – LEVEL 3 – SK-A833-1 – new sketch issued
PART ENLARGED REFLECTED CEILING PLAN – LEVEL 3 – SK-A835-1 – new sketch issued
PART ENLARGED REFLECTED CEILING PLAN – LEVEL 3 – SK-A835-2 – new sketch issued
PART ENLARGED REFLECTED CEILING PLAN – LEVEL 4 – SK-A843-3 – new sketch issued
PART ENLARGED REFLECTED CEILING PLAN – LEVEL 4 – SK-A844-4 – new sketch issued
PART ENLARGED REFLECTED CEILING PLAN – LEVEL 5 – SK-A851-2 – new sketch issued

LANDSCAPE SKETCHES TO BE ISSUED:

NORTH ENTRANCE LAYOUT PLAN – SK-L101-1 – new sketch issued
NORTH ENTRANCE GRADING PLAN – SK-L102-1 – new sketch issued
NORTH ENTRANCE PLANTING PLAN – SK-L103-1 – new sketch issued
NORTH ENTRANCE PLANT LIST – SK-L103-2 – new sketch issued
WEST GARDEN LAYOUT AND GRADING PLAN – SK-L104-1 – new sketch issued
WEST GARDEN PLANTING PLAN – SK-L104-2 – new sketch issued

CIVIL SKETCHES TO BE ISSUED:

PART SURFACE REMOVALS PLAN - SK-C101-1- new sketch issued

SMRCC MASTER DRAWING LIST (revised) Appended to, and forming part of this Post Tender Addendum 1 consisting of twelve (12) pages and dated November 10, 2008

- End of Post Tender Addendum 1 -

November 10, 2008.

06-007 Simcoe Muskoka Regional Cancer Centre
 MASTER DRAWING LIST
 POST-TENDER ADDENDUM #1 [PA1]: RE-ISSUED - NEW - SK-A_ DRAWINGS

File Name	Drawing No.	Drawing Title	Scale	Description
SECTION DETAILS				
	4501			NOT USED
	4502	TYP STONE CLADDING @ LEVEL 3	1:5	
	4503	TYP PRECAST CONC & FLASHING PARAPET	1:5	
	4504	PENTHOUSE BASE DETAIL/PLENUM WALL BASE DETAIL	1:5	
	4505			NOT USED
	4506	PENTHOUSE PARAPET DETAIL @ LOUVER	1:5	
	4507	TYP CW AT GRADE	1:5	ADDENDUM 3 - RE-ISSUED
	4508	EXTERIOR ENVELOPE DETAIL	1:5	
	4509	EXTERIOR ENVELOPE DETAIL	1:5	
	4510			NOT USED
	4511			NOT USED
	4512	TYP CW AT STONE CLADDING DETAIL	1:5	
	4513	LOUVER & METAL CLADDING REVEAL		REF 450 - ADDENDUM #4 - RE-ISSUED
	4514	TYPICAL METAL CLADDING REVAL		REF 450 - ADDENDUM 1 - NEW
	4515	STONE VENEER PANEL COURSING TYPICAL ELEVATION DETAIL	1:25	
	4516	FND @ DUCT FOR FUTURE BUNKER EXPANSION		ADDENDUM 1 - NEW
	4517			NOT USED
	4518			NOT USED
	4519			NOT USED
	4520	CW AT MECH. PLENUM DETAIL		ADDENDUM 1 - RE-ISSUED

4521	PARAPET AT MECHANICAL PLENUM DETAIL			CHIMNEY EAST FACE PARAPET
4522	CW BASE AT BUNKER CORR 1C220-1			ADDENDUM #3 - RE-ISSUED
4523	PARAPET AND CW AT BUNKER CORR 1C220-1			
4524	CW SILL @ STAFF LOUNGE 3C092			
4525	PARAPET @ BUNKER CORR 1C220-1 GRID 25			ADDENDUM #3 - RE-ISSUED
4526	BRIDGE STAIR TO BUNKER LANDSCAPED ROOF			
4527	STAIR & DOOR AT BUNKER LANDSCAPED ROOF			ADDENDUM #3 - RE-ISSUED
4528	PARAPET + DRAIN AT BUNKER LANDSCAPED ROOF			ADDENDUM #3 - RE-ISSUED
4529	RAINWATER LEADER AT BUNKER FND GRID 25			
4530	PARAPET SCUPPER @ BUNKER CORR 1C220-1 GRID 25			ADDENDUM #3 - RE-ISSUED
4531	PARAPET + CW AT CORR 1C220-3			ADDENDUM #3 - RE-ISSUED
4543	CW AT FIREPLACE WAITING ROOM 2C024-1			
4544	GLASS WALL BASE DETAIL AT WAITING ROOM 3C056			ADDENDUM #3 - RE-ISSUED
4545	GLASS WALL HEAD DETAIL AT WAITING ROOM 3C056			PA 1 - RE-ISSUED
4546	CW BASE DETAIL BURIED SUPPLY DUCT WAITING ROOM 2C024-1			
4547	WAITING ROOM 2C024-1 ROOF AND PARAPET DETAIL			
4548	THRESHOLD DETAIL WAITING ROOM 2C024-1			REF A452 - ADDENDUM 1 - NEW
4549	EXTERIOR DOOR HEAD AND THRESHOLD DETAILS AT VESTIBULE 1C220-2			REF A452 - ADDENDUM #3 - NEW
4550	CW DETAILS AT CORRIDOR EAST WALL			REF A452 - ADDENDUM 1 - NEW
4560	BRICK TO ROOF TRANSITION			REF A452 + A350 - ADDENDUM 1 - NEW
4561	PATIO PLANTER DETAIL GRID 21			REF 5/A454 - ADDENDUM 1 - NEW
4562	CURTAIN WALL DOOR JAMB AND HEAD DETAIL		1:2	
4563	ROOF LADDER DETAILS		1:10	
4564	PATIO CW DOOR THRESHOLD			
4565				NOT USED
4566	TYPICAL FOUNDATION WALL AT BUNKER SECTION DETAIL			ADDENDUM 1 - RE-ISSUED
4567				NOT USED
4568	PATIO GUARD LEVEL 3 GRID PP			ADDENDUM 1 - RE-ISSUED
4569	PATIO CW BASE			ADDENDUM 1 - RE-ISSUED
4580	WALL SECTION DETAIL AT GRID MM			REF A453 - ADDENDUM #3 - NEW
4581	FLOOR EXP JT DETAIL			REF A453 - NOT ISSUED

6502	BRICK TO CURTAINWALL TRANSITION AT GRID 25			REF A452 - ADDENDUM 3 - RE-ISSUED
6503	FLASH DETAIL AT GRID 25			REF A452 - ADDENDUM 1 - NEW
6504				NOT USED
6505	TYPICAL PLAN DETAIL AT CIRCULAR ARCH CONC COLUMN	1:10		ADDENDUM 1 - NEW
6506				NOT USED
6507				NOT USED
6508				NOT USED
6509	SEPARATE PRICE NO.XX BUNKER 1C239	1:50		ADDENDUM 1- NEW
6520	FOLDING PARTITION DETAILS			
6530	CHEMO HAND SINK			REF A657 - ADDENDUM #3 - RE-ISSUED
6531	DOOR JAMB DETAILS AT LEAD [PB] PROTECTION			
6532	RWL PLAN DETAIL AT BUNKER - SOUTH WALL			REF A652 - ADDENDUM 1 - RE-ISSUED
6540	LINO FLOOR PATTERN AT TREATMENT AND CT SIM ROOMS	various		
6541	LINO FLOOR PATTERN AT EXAM ROOM - PLAN DETAILS	various		
6542				NOT USED
6543	EXTERIOR DOOR JAMB DETAIL AT VESTIBULE 1C220-2			REF 652 - ADDENDUM 1 - NEW
6544	EXTERIOR GLAZING AT BUNKER GLAZING			REF 654 - ADDENDUM 1 - NEW
6545	RWL AND MULLION DETAIL AT BUNKER GLAZING			REF 654 - ADDENDUM #3 - RE-ISSUED
6546	FRAMED CURTAIN WALL AT COURTYARD			REF 654 - ADDENDUM #3 - RE-ISSUED
6547	LOBBY FRAMED CURTAIN WALL AT STAIR 2C-N			REF 653 - ADDENDUM 1 - NEW
6548	CORRIDOR 3C001-3 + PATIO GLAZING			REF 656 - ADDENDUM 1 - NEW
6549	STAFF LOUNGE 3C092 AND PATIO CORNER GLAZING			REF 656 - ADDENDUM #3 - RE-ISSUED
6550	BUNKER MAZE ROUND CORNER PLAN DETAIL			REF A652 - ADDENDUM #3 - RE-ISSUED
6551				NOT USED
6552	INTERLOCKING RADIATION SHIELDING BLOCK DETAILS			REF A652 - ADDENDUM #3 - RE-ISSUED
6553	LINEAR ACCELERATOR BASE FRAME PIT DETAILS			ADDENDUM 1 - RE-ISSUED
6554	POLYETHYLENE SHEET PLAN DETAIL			
6555	BORATED POLYETHYLENE SHEET DETAIL			ADDENDUM 1 - RE-ISSUED
6556	TYPICAL LINEAR ACCELERATOR PIT DETAIL			ADDENDUM 1 - RE-ISSUED
6557	BORATED POLY/PLAIN POLY INSTALLATION DET			REF SRCC 2409
6558	CT SIM LASER MOUNT DETAIL			REF A651 - ADDENDUM #3 - NEW
6559	FIRE RATED GLAZED ASSEMBLY DETAILS AT ROOM 3C019			REF A656 - ADDENDUM #3 - RE-ISSUED
6560	RECEPTION 2C021-2 DETAIL PLAN			REF A653 - ADDENDUM #3 - RE-ISSUED

6561	FIREPLACE WAITING 2C024			REF A653 - ADDENDUM #3 - RE-ISSUED
6562	RESOURCE AREA 2C057			REF 653 - ADDENDUM #3 - RE-ISSUED
6563	PENTHOUSE CLADDING AND STONE TRANSITION AT STAIR 4C-N			REF 657 - ADDENDUM #3 - NEW
6564	LOUVER AND DOOR JAMB AT STAIR 4C-00			REF 657 - ADDENDUM #3 - NEW
6565	LOUVER AND PENTHOUSE CLADDING TRANSITION			REF 658 - NOT ISSUED
6566	TYPICAL PENTHOUSE CORNER DETAIL			REF A658 - ADDENDUM #3 - NEW
6567	MECHANICAL SCREEN END DETAIL - SEE: D4566			REF A658 - NOT ISSUED
6568	FRAMED CURTAIN WALL AT PLENUM AND LOBBY			REF 658 - ADDENDUM 1 - NEW
6569	FRAMED CURTAIN WALL AT UPPER COURTYARD			REF 658 - ADDENDUM 1 - NEW
6570				NOT USED
6571	QUIET ROOM 2C062			REF A653 - ADDENDUM #4 - RE-ISSUED
6572	GRID MM @ SOUTH LOBBY FRAMED CURTAIN WALL			REF 256 - ADDENDUM 1 - NEW
6573				NOT USED
6574	LOBBY PLAN DETAILS AT GRID LL / MM			REF A655 A656 - ADDENDUM #3 - NEW
6575				NOT USED
6576				NOT USED
6577	ELEVATOR CORNER AT STONE & GWB			REF 654 - ADDENDUM #1
6578				NOT USED
6579				NOT USED
6580	FOLDING PARTITION STORAGE DETAILS RM 2C041			REF A826
	INTERIOR ELEVATION DETAILS			
D7500				
7501	TYPICAL CHEMO HEADWALL ELEVATION	1:10		ADDENDUM #3 - RE-ISSUED
7502	TYPICAL CHEMO HEADWALL SECTION	1:10		ADDENDUM 1 - NEW
7503	COMPACT CHEMO HEADWALL SECTION DETAIL	1:10		ADDENDUM 1 - NEW
7504	PARTIAL HEIGHT WD P SCREENS	1:5		REF A752 - ADDENDUM 1 - RE-ISSUED
7505	PARTIAL HEIGHT WD P SCREENS AT FHC	1:5		REF A653 ADDENDUM #4 - NEW
7506	TYPICAL WC GLASS + TILE MOSAIC INSERT DETAIL			
7507	TYPICAL HEADWALL AT SPECIMEN COLLECTION			ADDENDUM #3 - RE-ISSUED
7508	TYPICAL HEADWALL AT EXAM ROOM			ADDENDUM 1 - RE-ISSUED
7509	TYPICAL STRETCHER WAIT HEADWALL ELEVATION			ADDENDUM 1 - RE-ISSUED
7510	TYPICAL WOOD CAP AND SILL DETAILS	1:2		
7511	TYP DETAILS - WOOD BASE AND PANELS	1:5		ADDENDUM 1 - RE-ISSUED

7512	TYP WOOD PANELLING DETAILS	1:2	ADDENDUM #3 - RE-ISSUED
7513	MILLWORK STANDARD DETAIL SECTIONS	1:25	ADDENDUM #3 - RE-ISSUED
7514	MILLWORK STANDARD DETAIL SECTIONS	1:25	
7515	MILLWORK STANDARD DETAIL SECTIONS	various	ADDENDUM 1 - RE-ISSUED
7516	DOOR FRAME AND SCREEN PROFILE DETAILS	1:5	ADDENDUM #3 - RE-ISSUED
7517	MILLWORK LOCKER / LINEN HAMPER + HAND SANITIZER DETAILS	various	
7518	H.S.S. POST AND PLATE FOR PARTIAL HEIGHT WALLS	1:5	
7519	TYPICAL MILLWORK DETAILS	1:2	ADDENDUM #3 - RE-ISSUED
7520	PATIENT RESOURCE MILLWORK DRAWER STORAGE + UPPERS		ADDENDUM #3 - RE-ISSUED
7521	PATIENT RESOURCE MILLWORK PLAN DETAILS	1:10	ADDENDUM 1 - RE-ISSUED
7523	PATIENT RESOURCES TV STORAGE SECTION		REF A752 - ADDENDUM #3 - RE-ISSUED
7524	PASS THROUGH WINDOW	1:10	REF D6542 - ADDENDUM 1 - RE-ISSUED
7525	MILLWORK SECTION DETAILS	various	ADDENDUM #3 - RE-ISSUED
7526	MILLWORK SECTION DETAILS	1:25	ADDENDUM #3 - RE-ISSUED
7527	MIRROR AND TACKBOARD DETAILS	various	ADDENDUM 1 - RE-ISSUED
7528			NOT USED
7529			NOT USED
7530			NOT USED
7531	TYPICAL MILLWORK SECTION DETAILS	1:5	
7532	TYPICAL MILLWORK SECTION DETAILS	1:5	
7533	TYPICAL MILLWORK DETAILS	1:20	ADDENDUM #3 - RE-ISSUED
7534	MILLWORK DETAILS		ADDENDUM 1 - RE-ISSUED
7535	MILLWORK DETAILS		ADDENDUM 1 - RE-ISSUED
7536	BREAKOUT DOOR DETAILS ROOMS 3C024, 3C026 & 3C027A/B	1:2	
7537	SPS SINK BACKSLASH AT CHEMO - SECTION DETAIL		ADDENDUM 1 - RE-ISSUED
7538	CONTROL ROOM SCREEN SECTION DETAIL		REF 3/750
7539	CONTROL ROOM SCREEN SECTION DETAIL		REF 3/750 - ADDENDUM 1 - NEW
7540	CONTROL ROOM CLOSET SECTION DETAIL		REF 1/750
7541			NOT USED
7542			NOT USED
7543	CONTROL ROOM SCREEN PLAN DETAIL		REF 3/750 - ADDENDUM 1 - RE-ISSUED
7544	PATIENT SIGN-IN MILLWORK TYP		REF A753 - ADDENDUM 1 - RE-ISSUED
7545			NOT USED
7546			NOT USED

SK-ADDENDUM						
	SK-A216-1	PARTIAL LEVEL 1 PLAN - BLOCK G	1:100	ADDENDUM #4		
	SK-A216-2	PARTIAL LEVEL 1 PLAN - BLOCK G	1:100	ADDENDUM #4		
	SK-A216-3	PARTIAL LEVEL 1 PLAN - BLOCK G	1:100	ADDENDUM #4		
	SK-A226-1	PARTIAL LEVEL 2 FLOOR PLAN BLOCK G	1:100	ADDENDUM #3		
	SK-A226-2	PARTIAL LEVEL 2 FLOOR PLAN BLOCK G	1:200	ADDENDUM #3		
	SK-A226-3	PARTIAL LEVEL 2 FLOOR PLAN BLOCK G	1:200	ADDENDUM #4		
	SK-A226-4	PARTIAL LEVEL 2 FLOOR PLAN BLOCK G	1:200	ADDENDUM #4		
	SK-A236-1	PARTIAL LEVEL 3 FLOOR PLAN BLOCK G	1:200	ADDENDUM #3		
	SK-A236-2	PARTIAL LEVEL 3 FLOOR PLAN BLOCK G	1:200	ADDENDUM #4		
	SK-A246-1	PARTIAL LEVEL 4 FLOOR PLAN BLOCK G	1:100	ADDENDUM #3		
	SK-A246-2	PARTIAL LEVEL 4 FLOOR PLAN BLOCK G	1:100	ADDENDUM #4		
	SK-A246-3	PARTIAL LEVEL 4 FLOOR PLAN BLOCK G	1:100	PA1		
	SK-A256-1	PARTIAL LEVEL 5 FLOOR PLAN BLOCK G	1:100	ADDENDUM 1		
	SK-A256-2	PARTIAL LEVEL 5 FLOOR PLAN BLOCK G	1:100	ADDENDUM #3		
	SK-A256-3	PARTIAL LEVEL 5 FLOOR PLAN BLOCK G	1:100	ADDENDUM #4		
	SK-A266-1	PARTIAL LEVEL 6 ROOF PLAN BLOCK G	1:100	ADDENDUM 1		
	SK-A266-2	PARTIAL LEVEL 6 ROOF PLAN BLOCK G	1:100	ADDENDUM #3		
	SK-A350-1	EAST ELEVATION BLOCK G	1:100	ADDENDUM 1		
	SK-A350-2	EAST ELEVATION BLOCK G	1:100	ADDENDUM 1		
	SK-A350-3	EAST ELEVATION BLOCK G	1:100	ADDENDUM 1		
	SK-A350-4	NORTH ELEVATION BLOCK G	1:100	ADDENDUM 1		
	SK-A350-5	PARTIAL ELEVATIONS BLOCK G	1:100	ADDENDUM #3		
	SK-A350-6	PARTIAL ELEVATIONS BLOCK G	1:100	ADDENDUM #3		
	SK-A350-7	PARTIAL ELEVATIONS BLOCK G	1:100	ADDENDUM #4		
	SK-A351-1	SOUTH ELEVATION BLOCK G	1:100	ADDENDUM 1		
	SK-A351-2	SOUTH ELEVATION BLOCK G	1:100	ADDENDUM 1		
	SK-A351-3	SOUTH ELEVATION BLOCK G	1:100	ADDENDUM 1		
	SK-A351-4	PARTIAL BUILDING SECTION BLOCK G	1:100	ADDENDUM 1		
	SK-A351-5	PARTIAL BUILDING SECTION BLOCK G	1:100	ADDENDUM 1		
	SK-A351-6	SOUTH ELEVATION BLOCK G	1:100	ADDENDUM #3		
	SK-A351-7	SOUTH ELEVATION BLOCK G	1:100	ADDENDUM #4		

SK-A352-1	PARTIAL ELEVATION AT RETAINING WALL	1:100	ADDENDUM 1
SK-A352-2	PARTIAL ELEVATION/SECTION	1:100	ADDENDUM #3
SK-A360-1	CURTain WALL ELEVATIONS BLOCK G	1:50	ADDENDUM #3
SK-A360-2	CURTain WALL ELEVATIONS BLOCK G	1:50	ADDENDUM #4
SK-A361-1	CURTain WALL ELEVATIONS BLOCK G	1:50	ADDENDUM #3
SK-A362-1	INTERIOR SCREEN ELEVATIONS BLOCK G	1:50	ADDENDUM #3
SK-A362-2	INTERIOR SCREEN ELEVATIONS BLOCK G	1:50	ADDENDUM #3
SK-A450-1	PARTIAL WALL SECTIONS BLOCK G	1:25	ADDENDUM #3
SK-A450-2	PARTIAL WALL SECTIONS BLOCK G	1:25	ADDENDUM #3
SK-A450-3	PARTIAL WALL SECTIONS BLOCK G	1:25	ADDENDUM #4
SK-A450-4	PARTIAL WALL SECTIONS BLOCK G	1:25	ADDENDUM #4
SK-A451-1	PARTIAL WALL SECTIONS BLOCK G	1:25	ADDENDUM 1
SK-A451-2	PARTIAL WALL SECTIONS BLOCK G	1:25	ADDENDUM 1
SK-A451-3	PARTIAL WALL SECTIONS BLOCK G	1:25	ADDENDUM #3
SK-A452-1	PARTIAL WALL SECTIONS BLOCK G	1:25	ADDENDUM 1
SK-A452-2	PARTIAL WALL SECTIONS BLOCK G	1:25	ADDENDUM 1
SK-A452-3	PARTIAL WALL SECTIONS BLOCK G	1:25	ADDENDUM #3
SK-A452-4	PARTIAL WALL SECTIONS BLOCK G	1:25	ADDENDUM #3
SK-A453-1	PARTIAL WALL SECTIONS	1:25	ADDENDUM 1
SK-A453-2	PARTIAL WALL SECTIONS	1:25	ADDENDUM #3
SK-A453-3	WALL SECTIONS BLOCK G	1:25	ADDENDUM #3
SK-A453-4	WALL SECTIONS BLOCK G	1:25	ADDENDUM #4
SK-A453-5	WALL SECTIONS BLOCK G	1:25	ADDENDUM #4
SK-A454-1	PARTIAL WALL SECTIONS	1:25	ADDENDUM 1
SK-A454-2	PARTIAL WALL SECTIONS	1:25	ADDENDUM 1
SK-A454-3	PARTIAL WALL SECTIONS	1:25	ADDENDUM #3
SK-A501-1	STAIR 5G-Q, PLAN / SECTION PART OF DRAWING A501	1:50	ADDENDUM 1
SK-A503-1	STAIR 4G-SA - PLAN AND SECTION	1:50	ADDENDUM #3
SK-A550-1	STAIR N - LEVEL 4	1:50	ADDENDUM #3
SK-A550-2	STAIR OO - LEVEL 4	1:50	ADDENDUM #3
SK-A550-3	STAIR OO - LEVEL 4 - DOOR TO ROOF PLAN	1:50	ADDENDUM #4

SK-A550-4	STAIR 00 - LEVEL 4 - DOORS	1:50	PA1
SK-A551-1	STAIR 2G-C PLAN PART OF DRAWING A551	1:50	ADDENDUM 1
SK-A551-2	STAIR 2G-C PLAN PART OF DRAWING A551	1:50	ADDENDUM 1
SK-A650-1	PARTIAL LEVEL 1 FLOOR PLAN BLOCK G	1:50	ADDENDUM #3
SK-A651-1	PARTIAL LEVEL 1 FLOOR PLAN BLOCK G	1:50	ADDENDUM 1
SK-A651-2	PARTIAL LEVEL 1 FLOOR PLAN BLOCK G	1:50	ADDENDUM #3
SK-A651-3	PARTIAL LEVEL 1 FLOOR PLAN BLOCK G	1:50	ADDENDUM #3
SK-A651-4	PARTIAL LEVEL 1 FLOOR PLAN BLOCK G	1:50	ADDENDUM #3
SK-A651-5	PARTIAL LEVEL 1 FLOOR PLAN BLOCK G	1:50	ADDENDUM #3
SK-A651-6	PARTIAL LEVEL 1 FLOOR PLAN BLOCK G	1:50	ADDENDUM #4
SK-A651-7	PARTIAL LEVEL 1 FLOOR PLAN BLOCK G	1:50	PA1
SK-A652-1	PARTIAL LEVEL 1 FLOOR PLAN BLOCK G	1:50	ADDENDUM 1
SK-A652-2	PARTIAL LEVEL 1 FLOOR PLAN BLOCK G	1:50	ADDENDUM 1
SK-A652-3	PARTIAL LEVEL 1 FLOOR PLAN BLOCK G	1:50	ADDENDUM 1
SK-A652-4	PARTIAL LEVEL 1 FLOOR PLAN BLOCK G	1:50	ADDENDUM 1
SK-A652-5	PARTIAL LEVEL 1 FLOOR PLAN BLOCK G	1:50	ADDENDUM #3
SK-A652-6	PARTIAL LEVEL 1 FLOOR PLAN BLOCK G	1:50	ADDENDUM #3
SK-A652-7	PARTIAL LEVEL 1 FLOOR PLAN BLOCK G	1:50	ADDENDUM #3
SK-A652-8	PARTIAL LEVEL 1 FLOOR PLAN BLOCK G	1:50	ADDENDUM #3
SK-A652-9	PARTIAL LEVEL 1 FLOOR PLAN BLOCK G	1:50	ADDENDUM #4
SK-A653-1	PARTIAL LEVEL 1 FLOOR PLAN BLOCK G	1:50	ADDENDUM #3
SK-A653-2	PARTIAL LEVEL 1 FLOOR PLAN BLOCK G	1:50	ADDENDUM #3
SK-A653-3	PARTIAL LEVEL 1 FLOOR PLAN BLOCK G	1:50	ADDENDUM #4
SK-A653-4	PARTIAL LEVEL 1 FLOOR PLAN BLOCK G	1:50	ADDENDUM #4
SK-A654-1	PARTIAL LEVEL 2 FLOOR PLAN BLOCK G	1:50	ADDENDUM 1
SK-A654-2	PARTIAL LEVEL 2 FLOOR PLAN BLOCK G	1:50	ADDENDUM #3
SK-A654-3	PARTIAL LEVEL 2 FLOOR PLAN BLOCK G	1:50	ADDENDUM #3
SK-A654-4	PARTIAL LEVEL 2 FLOOR PLAN BLOCK G	1:50	ADDENDUM #3
SK-A655-1	PARTIAL L3 FLOOR PLAN	1:50	ADDENDUM 1
SK-A655-2	PARTIAL LEVEL 3 FLOOR PLAN BLOCK G	1:50	ADDENDUM #3
SK-A655-3	PARTIAL LEVEL 3 FLOOR PLAN BLOCK G	1:50	ADDENDUM #4
SK-A655-4	PARTIAL LEVEL 3 FLOOR PLAN BLOCK G	1:50	ADDENDUM #4
SK-A657-1	PARTIAL LEVEL 4 FLOOR PLAN BLOCK G	1:50	ADDENDUM #3

SK-A750-1	PARTIAL INTERIOR ELEVATION TREATMENT ROOM	1:25	ADDENDUM 1
SK-A750-2	PARTIAL INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM 1
SK-A750-3	PARTIAL TREATMENT ROOM INTERIOR ELEVATION BLOCK G	1:25	ADDENDUM #3
SK-A750-4	PARTIAL TREATMENT ROOM INTERIOR ELEVATION BLOCK G	1:25	ADDENDUM #3
SK-A750-5	PARTIAL INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM #3
SK-A751-1	PARTIAL INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM 1
SK-A751-2	PARTIAL INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM #3
SK-A751-3	PARTIAL INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM #3
SK-A751-4	PARTIAL INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM #3
SK-A751-5	PARTIAL INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM #4
SK-A752-1	PARTIAL INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM 1
SK-A752-2	PARTIAL INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM 1
SK-A752-3	PARTIAL INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM 1
SK-A752-4	PARTIAL INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM 1
SK-A752-5	PARTIAL INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM 1
SK-A752-6	PARTIAL INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM #3
SK-A752-7	PARTIAL INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM #3
SK-A752-8	PARTIAL INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM #3
SK-A752-9	PARTIAL INTERIOR ELEVATION BLOCK G	1:50	PA1
SK-A753-1	STAFF LOUNGE KITCHEN MILLWORK ELEVATION	1:50	ADDENDUM 1
SK-A753-2	INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM 1
SK-A753-3	INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM #3
SK-A753-4	INTERIOR ELEVATION BLOCK G	1:50	PA1
SK-A754-1	PARTIAL INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM 1
SK-A754-2	PARTIAL INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM #3
SK-A755-1	INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM #3
SK-A755-2	INTERIOR ELEVATION BLOCK G	1:50	ADDENDUM #3
SK-A755-3	INTERIOR ELEVATION BLOCK G	1:50	PA1
SK-A755-4	INTERIOR ELEVATION BLOCK G	1:50	PA1
SK-A816-1	CT SIMULATOR CEILING 1C154 + 1C156	1:100	ADDENDUM 1
SK-A816-2	CT SIMULATOR CEILING 1C154 + 1C156	1:100	ADDENDUM #3
SK-A816-3	PARTIAL REFLECTED CEILING PLAN BLOCK G	1:100	ADDENDUM #3
SK-A816-4	PARTIAL REFLECTED CEILING PLAN BLOCK G	1:100	ADDENDUM #3
SK-A826-1	CONFERENCE ROOM CEILING	1:100	ADDENDUM 1

This Addendum forms Part of the RFP and Contract Documents for the above Project as follows:

PTA1-1

THE FOLLOWING DRAWINGS ARE ISSUED WITH THIS POST TENDER ADDENDUM

Sketches: New Issued

Sketch SK-E102-2
Sketch SK-E320-4
Sketch SK-E321-4
Sketch SK-E321-5
Sketch SK-E322-7
Sketch SK-E325-3
Sketch SK-E334-1
Sketch SK-E344-4
Sketch SK-E351-2
Sketch SK-E421-2
Sketch SK-E426-2
Sketch SK-E444-1
Sketch SK-E515-3
Sketch SK-E520-4
Sketch SK-E521-2
Sketch SK-E522-2
Sketch SK-E534-1
Sketch SK-E544-1
Sketch SK-E545-1
Sketch SK-E602-1
Sketch SK-E934-1
Sketch SK-E944-1

PTA1-2 DRAWINGS

2.1 Electrical Drawing No. E102 - Electrical Site Plan (Drawing not re-issued):

- .1 Refer to Parking Lot 'D' area; revise site plan as shown on attached Sketch SK-E102-2.
- .2 Refer to existing Electrical Distribution Shed; provide one 15A, 120V, 1PH emergency circuit for new mechanical Exhaust Fan (1/8HP) located within the shed, to be power from existing 120/208V emergency panel " PL-EB1".

2.2 Electrical Drawing No. E320 - Second Floor Lighting Layout Block A - B South (Drawing not re-issued):

- .1 Refer to BF WR # 2453A, revise lighting as shown on attached Sketch SK-E320-4.

2.3 Electrical Drawing No. E321 - Second Floor Lighting Layout Block B - C South (Drawing not re-issued):

- .1 Refer Entry Room # 2522; revise lighting layout to reflect architectural revisions, as shown on attached Sketch SK-E321-4.
- .2 Refer to Scrub Room # 2579A, Scrub room # 2579B, Replacement O.R. # 2578 and New O.R. 2582; revise lighting layout as shown on attached Sketch SK-E321-5.

2.4 Electrical Drawing No. E322 - Second Floor Lighting Layout Block A- B North (Drawing not re-issued):

- .1 Refer to Female Change Room # 2G657, 2G657A, 2G657C, Male Change Room # 2G655, 2G655A, and 2G655C; revise lighting layout as shown on attached Sketch SK-E322-7.

2.5 Electrical Drawing No. E325 - Second Floor Lighting Layout Block E - F (Drawing not re-issued):

- .1 Refer to Tech Room # 2G241A and Control Room # 2G241; revise lighting layout as shown on attached Sketch SK-E325-3.
- .2 Refer to Soiled Room # 2G324; adjust room light switch to wall location.

2.6 Electrical Drawing No. E326 - Second Floor Lighting Layout Block F - G (Drawing not re-issued):

- .1 Refer to Lobby 2G000-2 adjacent Door 2G000B; adjust location of two 'HB1' luminaires to new column location.
- .2 Refer to Lobby 2G000-4 East of elevators; adjust location of two 'HB1' luminaires to new South column location.
- .3 Refer to Feature Stair # 2G-B; relocate two 'NE' luminaires from current location to new stair location and add one additional 'NE' luminaire circuited to same normal circuit.

2.7 Electrical Drawing No. E334 - Third Floor Lighting Layout Block D -E (Drawing not re-issued):

- .1 Refer to Corridor # 3G551-1 (west end) New Sitting Room # 3G622; add new light switch to control luminaire type 'CR' within room , as shown in attached Sketch # SK-E334-1.

2.8 Electrical Drawing No. E335 - Third Floor Lighting Layout Block E - F (Drawing not re-issued):

- .1 Refer to W.R. # 3G114A; adjust light switch onto new wall location.
- .2 Refer to B.F. WR # 3G108, adjust location of wall mounted luminaire to new South wall location.
- .3 Refer to Feature Stair # 3G-B; relocate ten 'NE' luminaires from current location to new stair location and reconfigure to match previous layout.

2.9 Electrical Drawing No. E344 - Fourth Floor Lighting Layout Block D - E (Drawing not re-issued):

- .1 Refer to Corridor # 4G522-1(west end) New Sitting Room # 4G622; add new light switch to control luminaire type 'CR' within room , as shown in attached Sketch # SK-E344-4.

2.10 Electrical Drawing No. E345 - Fourth Floor Lighting Layout Block E - F (Drawing not re-issued):

- .1 Refer to Corridor # 4G370-2 and 4G370-1, delete Exit sign located on North/East side of door # 4G3670-1.
- .2 Refer to Nurse's Station # 4G391-4; adjust light switch to wall location.

2.11 Electrical Drawing No. E346 - Fourth Floor Lighting Layout Block F - G (Drawing not re-issued):

- .1 Refer to Feature Stair # 4G-B; relocate eight 'NE' luminaires from current location to new stair location and reconfigure to match previous layout.

2.12 Electrical Drawing No. E351 - Fifth Floor Lighting Layout Block E-F (Drawing not re-issued):

- .1 Refer to Control Room # 5G121; installation of luminaire type "FL" to be revised from suspended to surface mount to reflect new Gypsum ceiling, as shown in attached Sketch # SK-E351-2.

- 2.13 **Electrical Drawing No. E420 - Second Floor Power Layout Block A - B South (Drawing not re-issued):**
- .1 Refer to area South of B.F. WR # 2453A, adjust location of Electronic Faucet connection from West wall to new Sink South Wall location.
- 2.14 **Electrical Drawing No. E421 - Second Floor Power Layout Block B - C South (Drawing not re-issued):**
- .1 Refer Entry Room # 2522; revise power layout to reflect architectural revisions, as shown on attached Sketch SK-E421-2.
- 2.15 **Electrical Drawing No. E422 - Second Floor Power Layout Block A- B North (Drawing not re-issued):**
- .1 Refer to Female Change Room # 2G657, 2G657A, 2G657C, Male Change Room # 2G655, 2G655A, and 2G655C; adjust the location of all receptacles within these rooms to the revised wall locations.
- 2.16 **Electrical Drawing No. E426 - Second Floor Power Layout Block F - G Drawing not re-issued):**
- .1 Refer to Door # 2G000A and Door # 2G000B; add two Push Plate buttons, back boxes and conduit at each of the doors as shown on attached Sketch SK-E426-2.
- 2.17 **Electrical Drawing No. E435 - Third Floor Power Layout Block E -F (Drawing not re-issued):**
- .1 Refer to W.R. # 3G114A North wall; adjust duplex receptacle location onto new wall location.
- 2.18 **Electrical Drawing No. E444 - Fourth Floor Power Layout Block D -E (Drawing not re-issued):**
- .1 Refer to Corridor # 4G522-1(west end) New Sitting Room # 4G622; add new receptacles, as shown in attached Sketch # SK-E444-1.
- 2.19 **Electrical Drawing No. E515 - First Floor Systems Layout Block F-G (Drawing not re-issued):**
- .1 Refer to RAD Waiting Room # 1C174; add one emergency nurse call station, pushbutton type and one ceiling mounted nurse call dome light, as shown on attached Sketch # SK-E515-3.
- 2.20 **Electrical Drawing No. E520 - Second Floor Systems Layout Block A-B South (Drawing not re-issued):**
- .1 Refer to Private Room # 2315; add one emergency nurse call station, as shown on attached Sketch # SK-E520-4.
- 2.21 **Electrical Drawing No. E521 - Second Floor Systems Layout Block B - C South (Drawing not re-issued):**
- .1 Refer Entry Room # 2522; revise systems layout to reflect architectural revisions, as shown on attached Sketch SK-E521-2.
- 2.22 **Electrical Drawing No. E522 - Second Floor Systems Layout Block A -B North (Drawing not re-issued):**
- .1 Refer to the Mental Health Area; revise Fire Alarm Zone Boundary and add new Fire Alarm Zone # L2/37, as shown on attached Sketch SK-E522-2.

- 2.23 **Electrical Drawing No. E533 -Third Floor Systems Layout Block B - C North (Drawing not re-issued):**
- .1 Refer to 1 Bed Room # 3725, door # 3725; add mag lock control, remote door release switch to door #3725 and connected to existing department central control.
- 2.24 **Electrical Drawing No. E534 - Third Floor Systems Layout Block D - E (Drawing not re-issued):**
- .1 Refer to Corridor # 3G551-1 (west end) New Sitting Room # 3G622; add one emergency nurse call station, pushbutton type and one wall mounted nurse call dome light , as shown in attached Sketch # SK-E534-1.
- 2.25 **Electrical Drawing No. E544 - Fourth Floor Systems Layout Block D - E (Drawing not re-issued):**
- .1 Refer to Corridor # 4G522-1(west end) New Sitting Room # 4G622; add new conduit and back box rough-in only for the devices, as shown in attached Sketch # SK-E544-1.
- 2.26 **Electrical Drawing No. E545 - Fourth Floor Systems Layout Block E - F (Drawing not re-issued):**
- .1 Refer to the CCU area; revise Fire Alarm Zone Boundary and add new Fire Alarm zone # L4/28, as shown on attached Sketch SK-E545-1.
- 2.27 **Electrical Drawing No. E550 - Fifth Floor Systems Layout Block D - E (Drawing not re-issued):**
- .1 Refer to exterior Door # 5G-2 to Stair # 5G-Z; add a wall mounted weatherproof Fire Alarm Manual Pull Station.
 - .2 Refer to Mechanical Penthouse # 5G560, Door # 5G560, add a Fire Alarm Manual Pull Station at door location.
- 2.28 **Electrical Drawing No. E602 - Fire Alarm Schedule New - Sheet 2 (Drawing not re-issued):**
- .1 Revise Fire Alarm Schedule as shown on attached Sketch SK-E602-1.
- 2.29 **Electrical Drawing No. E922 - Second Floor Communications Layout Block A -B North (Drawing not re-issued):**
- .1 Refer to Female Entry Room # 2G657C, Male Entry Room # 2G655C; adjust the location of all data outlets to the revised wall locations.
- 2.30 **Electrical Drawing No. E934 - Third Floor Communications Layout Block D - E (Drawing not re-issued):**
- .1 Refer to Corridor # 3G551-1 (west end) New Sitting Room # 3G622; add one data/voip outlet, adjacent to the duplex receptacle, as as shown in attached Sketch # SK-E934-1.
- 2.31 **Electrical Drawing No. E944 - Fourth Floor Communications Layout Block D - E (Drawing not re-issued):**
- .1 Refer to Corridor # 4G522-1(west end) New Sitting Room # 4G622; add one data/voip outlet, adjacent to the duplex receptacle, as shown in attached Sketch # SK-E944-1.

End of Electrical Post Tender Addendum 1

This Addendum forms Part of the RFP and Contract Documents for the above Project as follows:

GENERAL SPRINKLER NOTE:

Contractor to review architectural changes, reflected ceiling changes and modify sprinkler head locations as required.

PTM1-1 SPECIFICATIONS

1.1 Specification Section 20 07 13 - Mechanical Insulation

- .1 *Revise article 2.1.6 to add 3M Fire Master Products - ThermoFire to the list of Standard of Acceptance.*

PTM1-2 DRAWINGS

2.1 Mechanical Drawing No. SK-M001 - Parking Lot Electrical Shed, Ventilation (Drawing issued herewith):

- .1 *Provide mechanical ventilation of the electrical shed including Controls as shown on the sketch drawing.*

2.2 Mechanical Drawing No. M210 - First Floor, Plumbing & Med. Gas, Block A-B South, New work (Drawing not re-issued):

- .1 *Revise as shown on sketch # SK-M210-7 issued herewith.*

2.3 Mechanical Drawing No. M210D - First Floor, Plumbing & Med. Gas, Block A-B South, Demolition (Drawing not re-issued):

- .1 *Revise as shown on sketch # SK-M210D-1 issued herewith.*

2.4 Mechanical Drawing No. M214 - First Floor, Plumbing & Med. Gas, Block D-E, New Work/Demolition (Drawing not re-issued):

- .1 *Revise as shown on sketch # SK-M214-6 issued herewith.*

2.5 Mechanical Drawing No. M220 - Second Floor, Plumbing & Med. Gas, Block A-B, South, New Work (Drawing not re-issued):

- .1 *Revise as shown on sketch # SK-M220-6 issued herewith.*

2.6 Mechanical Drawing No. M220D - Second Floor, Plumbing & Med. Gas, Block A-B, South, Demolition (Drawing not re-issued):

- .1 *Revise as shown on sketch # SK-M220D-2 issued herewith.*

- 2.7 **Mechanical Drawing No. M224 - Second Floor, Plumbing & Med. Gas, Block D-E, New Work/Demolition (Drawing not re-issued):**
- .1 Revise as shown on sketch # SK-M224-7 issued herewith.
- 2.8 **Mechanical Drawing No. M235 - Third Floor, Plumbing & Med. Gas, Block E-F, New Work (Drawing not re-issued):**
- .1 Revise as shown on sketch # SK-M235-3 issued herewith
- 2.9 **Mechanical Drawing No. M420 - Second Floor, Ventilation, Block A-B South (Drawing not re-issued):**
- .1 Revise as shown on sketch # SK-M420-1 issued herewith.
- 2.10 **Mechanical Drawing No. M424 - Second Floor, Ventilation, Block D-E (Drawing not re-issued):**
- .1 Revise as shown on sketch # SK-M424-8 issued herewith.
- 2.11 **Mechanical Drawing No. M425 - Second Floor, Ventilation, Block E-F (Drawing not re-issued):**
- .1 Revise as shown on sketch # SK-M425-2 issued herewith.
- 2.12 **Mechanical Drawing No. M434 - Third Floor, Ventilation, Block D-E (Drawing not re-issued):**
- .1 Revise as shown on sketch # SK-M434-5 and sketch # SK-M434-6 issued herewith.
- 2.13 **Mechanical Drawing No. M435 - Third Floor, Ventilation, Block E-F (Drawing not re-issued):**
- .1 Revise as shown on sketch # SK-M435-6 issued herewith.
- 2.14 **Mechanical Drawing No. M444 - Fourth Floor, Ventilation, Block D-E (Drawing not re-issued):**
- .1 Revise as shown on sketch # SK-M444-7 and sketch # SK-M444-8 issued herewith.
- 2.15 **Mechanical Drawing No. M445 - Fourth Floor, Ventilation, Block E-F (Drawing not re-issued):**
- .1 Revise as shown on sketch # SK-M445-2 issued herewith.
- 2.16 **Mechanical Drawing No. M534- Third Floor, Heating, Block D-E (Drawing not re-issued):**
- .1 Revise as shown on sketch # SK-M534-1 issued herewith.

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- 2.17 Mechanical Drawing No. M544 - Fourth Floor, Heating, Block D-E (Drawing not re-issued):**
- .1 Revise as shown on sketch # SK-M544-1 issued herewith.
- 2.18 Mechanical Drawing No. M604 - Fourth Floor, Block G - South Upper, Mechanical (Drawing not re-issued):**
- .1 Revise as shown on sketch # SK-M604-4 issued herewith.
- 2.19 Mechanical Drawing No. M605 - Roof, Block G - Mechanical (Drawing not re-issued):**
- .1 Revise as shown on sketch # SK-M605-2 issued herewith.
- 2.20 Mechanical Drawing No. M631 - Fifth Floor Penthouse, Block F - North Upper, Mechanical (Drawing not re-issued):**
- .1 Revise as shown on sketch # SK-M631-4 issued herewith.
- 2.21 Mechanical Drawing No. M805 - Schedules #5 - Mechanical (Drawing not re-issued):**
- .1 Revise as shown on sketch # SK-M805-3 issued herewith.
- 2.22 Mechanical Drawing No. M910 - First Floor . Fire Protection. Block A-B South (Drawing not re-issued):**
- .1 Revise as shown on sketch # SK-M910-4 issued herewith.
- 2.23 Mechanical Drawing No. M916 - First Floor . Fire Protection. Block G (Drawing not re-issued):**
- .1 Revise as shown on sketch # SK-M916-18 & # SK-M916-19 issued herewith.
- 2.24 Mechanical Drawing No. M920 - Second Floor . Fire Protection. Block A-B South (Drawing not re-issued):**
- .1 Revise as shown on sketch # SK-M920-5 issued herewith.
- 2.25 Mechanical Drawing No. M922 - Second Floor . Fire Protection. Block A-B North (Drawing not re-issued):**
- .1 Revise as shown on sketch # SK-M922-7, # SK-M922-8 & # SK-M922-9 issued herewith.
- 2.26 Mechanical Drawing No. M923 - Second Floor . Fire Protection. Block C North (Drawing not re-issued):**
- .1 Revise as shown on sketch # SK-M923-6 & # SK-M923-7 issued herewith.

- 2.27 Mechanical Drawing No. M924 - Second Floor . Fire Protection. Block D-E (Drawing not re-issued):**
- .1 Revise as shown on sketch # SK-M924-14 issued herewith.
- 2.28 Mechanical Drawing No. M925 - Second Floor . Fire Protection. Block E-F (Drawing not re-issued):**
- .1 Revise as shown on sketch # SK-M925-22, # SK-M925-23, # SK-M925-24, # SK-M925-25 & # SK-M925-26 issued herewith.
- 2.29 Mechanical Drawing No. M926 - Second Floor . Fire Protection. Block G (Drawing not re-issued):**
- .1 Revise as shown on sketch # SK-M926-6 & # SK-M925-7 issued herewith.
- 2.30 Mechanical Drawing No. M934 - Third Floor . Fire Protection. Block D-E (Drawing not re-issued):**
- .1 Revise as shown on sketch # SK-M934-1 & # SK-M934-2 issued herewith.
- 2.31 Mechanical Drawing No. M935 - Third Floor . Fire Protection. Block E-F (Drawing not re-issued):**
- .1 Revise as shown on sketch # SK-M935-1, # SK-M935-2, # SK-M935-3 and SK-M935-4 issued herewith.
- 2.32 Mechanical Drawing No. M936 - Third Floor . Fire Protection. Block G (Drawing not re-issued):**
- .1 Revise as shown on sketch # SK-M936-1, # SK-M936-2 issued herewith.
- 2.33 Mechanical Drawing No. M944 - Fourth Floor . Fire Protection. Block D-E (Drawing not re-issued):**
- .1 Revise as shown on sketch # SK-M944-1, # SK-M944-2 & # SK-M944-3 issued herewith.
- 2.34 Mechanical Drawing No. M945 - Fourth Floor . Fire Protection. Block E-F (Drawing not re-issued):**
- .1 Revise as shown on sketch # SK-M945-1, # SK-M945-2, # SK-M945-3, # SK-M945-4, # SK-M945-5 & # SK-M945-6 issued herewith.
- 2.35 Mechanical Drawing No. M955 - Fifth Floor . Fire Protection. Block E-F (Drawing not re-issued):**
- .1 Revise as shown on sketch # SK-M955-1 issued herewith.

End of Mechanical Post Tender Addendum 1

Documents, contract requirements, specifications, drawings and schedules for



Project Manual
ROYAL VICTORIA HOSPITAL
Phase One Redevelopment Project
201 Georgian Drive
Barrie, Ontario

Are amended as follows:

1. SPECIFICATIONS

1.1. Section 05 12 10 (R0), Structural Steel for Buildings:

1.1.1 **REPLACE** Clause 1.5.7 as follows:

1.5.7 The Professional Engineer designing the connections shall carry liability insurance in an amount to meet the requirements of Administrative Requirements 01 30 00.

1.1.2 **REVISE** Clause 2.2.1 to read as follows:

“.5 Architecturally exposed structural steel consists of all the columns in the Lobby, all the Canopy columns, all the visible steel at Canopy roofs, and all the columns and girts supporting the glazed walls. All AESS to be zinc rich primed *WITH SECOND COAT OF PRIMER AS SPECIFIED BY THE ARCHITECT, and will be painted with high quality paint systems, refer to Architectural Specifications.

1.1.2 **REVISE** Clause 2.7.10 as follows:

“Apply following zinc primer to all architecturally exposed structural steel

- .1 Surface preparation: SSPC-SP6 “Commercial Blast Cleaning”.
- .2 Zinc Primer: compatible with *SECOND PRIMER COAT AND top coat
- ~~.3 *SECOND PRIMER COAT, SEE ARCHITECTURAL SPECIFICATIONS, SECTION 09 91 00. 09 91 13 AND 09 91 23.~~
- .4 Top Coat: see Architectural Specifications, Section 09 91 00. ~~09 91 13 and 09 91 23.~~”

1.2 SECTION 05 31 00 (R0), STEEL DECKING:

1.2.1 **ADD** Clause 1.5.13 as follows:

1.5.13 The Professional Engineer designing the deck and the connections to the supports shall carry liability insurance in an amount to meet the requirements of Administrative Requirements 01 30 00.

2. Drawings

- 2.1. Drawing S111 - Foundation, Basement, and Level 1 Reference Plan
 - 2.1.1. Revise liability insurance amount in note 11 of “Underpinning and Temporary Shoring of the Existing Structure” notes to \$2,000,000.
- 2.2. Drawing S215 - Foundation, Basement, and Level 1 Plan Block D
 - 2.2.1. Revise liability insurance amount in note 6 of “Alternative for Bored Concrete Pile Foundations” notes to \$2,000,000.

- End of Addendum -

Documents, contract requirements, specifications, drawings and schedules for

RVH

Royal Victoria Hospital

Project Manual
ROYAL VICTORIA HOSPITAL
Phase One Redevelopment Project
201 Georgian Drive
Barrie, Ontario

Are amended as follows:

PA2-1 **Architectural Drawings:** Refer to attached Drawings SK-A100-4 & SK-A216-4 extending the underground concrete tunnel as indicated. Refer to previously issued architectural and structural drawings for typical tunnel cross sections and details.

PA2-2 The following are **NEW DRAWINGS ISSUED** dated November 10, 2008:

SKETCHES TO BE ISSUED:

PART SITE PLAN – TUNNEL EXTENSION - SK-A100-4 - new sketch issued
PARTIAL LEVEL 1 – FLOOR PLAN BLOCK G - SK-A216-4 - new sketch issued

- End of Post Tender Addendum 2 -

SCHEDULE 3 COMPLETION DOCUMENTS

In this Schedule 3, “**certified**” shall mean that the relevant document is certified as a true and complete copy in full force and effect and unamended as of the date of the relevant certificate by an officer or director of the relevant corporation.

1. Documents to be delivered by Project Co

Unless an original document is specifically required, a certified copy of each of the following documents (in each case, executed by the parties to such agreement other than Owner and in form and substance satisfactory to Owner, acting reasonably) is to be delivered by Project Co to Owner on or prior to the Financial Close Target Date:

- (a) an original of this Project Agreement;
- (b) an original of the Lender’s Direct Agreement;
- (c) an original of the Construction Contract;
- (d) an original of the Guarantee of Construction Guarantor;
- (e) an original of the Assignable Subcontract Agreement for Construction Contract;
- (f) **[REDACTED]**;
- (g) an original of the Insurance and Bonding Trust Agreement;
- (h) an original of the release by Project Co of Infrastructure Ontario, MEI, the Authority and the Province in the form attached as Appendix A to this Schedule 3;
- (i) an original of the acknowledgement and undertaking in the form attached as Appendix B to this Schedule 3;
- (j) the Lending Agreements;
- (k) an original of the bring down certificate of Project Co confirming that the representations and warranties of Project Co in Section 7.1 of the Project Agreement continue to be true and correct in all material respects;
- (l) an original of the Trust Account Acknowledgement Agreement;
- (m) a certificate of insurance with respect to the insurances required in accordance with this Project Agreement to be taken out by Project Co;
- (n) an original of the Bonds required in accordance with this Project Agreement or as Owner may direct in accordance with the Insurance and Bonding Trust Agreement;

- (o) Intentionally Deleted;
- (p) an Officer's Certificate of Project Co attesting to the due authorization and execution of the Implementing Agreements to which it is a party, and to which is attached:
 - (i) a certified copy of the articles of incorporation or other organizational document of Project Co;
 - (ii) a certificate of incumbency setting out the names and titles of the authorized signing officers of Project Co; and
 - (iii) a certified copy of any governmental filing required to establish the legal status of Project Co including, with respect to a corporation, a certificate of status,in each case, dated within 3 Business Days prior to the date of Financial Close;
- (q) such other documents as the parties may agree, each acting reasonably;
- (r) Project Co's public announcement release(s), to be approved by Owner and Infrastructure Ontario;
- (s) an original of the opinion from counsel to Project Co, Contractor and Construction Guarantor each in the form attached as Appendix C to this Schedule 3;
- (t) a copy of the Subguard Policy;
- (u) an acknowledgement and confirmation from [REDACTED] that [REDACTED] is enrolled and covered by the project specific endorsement of the Subguard Policy, or, substitute security as agreed to between Owner and Project Co prior to Financial Close in accordance with Section 1.1.2.8.3 of Schedule 13 – Insurance and Performance Security;
- (v) the letter from [REDACTED] contemplated under Section 1.1.2.8.6 of Schedule 13 – Insurance and Performance Security or, if such letter is not provided, a copy of an amendment to the Contract Documents and Implementing Agreements executed by Project Co providing that Project Co shall not transfer the Project specific endorsement to the Subguard Policy without the prior consent of Owner; and
- (w) a letter that provides sufficient evidence to Owner, acting reasonably, that the aggregate limit under the Project Specific endorsement under the Subguard Policy as set out in Section 1.1.2.8.5 of Schedule 13 – Insurance and Performance Security is not subject to the overall aggregate limit under the Subguard Policy; or an executed amendment to the Contract Documents providing that Project Co shall notify Owner within 30 days of the existence of and estimated amount of

loss under the Subguard Policy in respect of the Project and/or any other project of Project Co or Contractor.

- (x) The necessary documents, contracts or amendments to give effect to the items in Exhibit 1.46 to Schedule 1 – Definitions and Interpretation as agreed to by Project Co and Owner

2. Documents to be delivered by Owner

Unless an original document is specifically required, a certified copy of each of the following documents (in each case, executed by Owner) is to be delivered by Owner to Project Co on or prior to the Financial Close Target Date:

- (a) an original of this Project Agreement;
- (b) an original of the Lender's Direct Agreement;
- (c) an original of the Assignable Subcontract Agreement for Construction Contract;
- (d) an original of the Insurance and Bonding Trust Agreement;
- (e) the Building Permit;
- (f) a copy of the Funding Letter for the Project from the Authority;
- (g) a certificate of insurance with respect to the insurances required in accordance with this Project Agreement to be taken out by Owner;
- (h) an original of the bring down certificate of Owner confirming that the representations and warranties of Owner in Section 7.2 of the Project Agreement continue to be true and correct in all material respects;
- (i) an original of the Trust Account Acknowledgement Agreement;
- (j) an Officer's Certificate from Owner attesting to the due authorization and execution of the Implementing Agreements to which it is a party, to which is attached:
 - (i) a certified copy of the letters patent or other applicable organizational document of Owner;
 - (ii) a certificate of incumbency setting out the names and titles of the authorized signing officers of Owner; and
 - (iii) a certified copy of any governmental filing required to establish the legal status of Owner,

in each case, dated within 3 Business Days prior to the date of Financial Close;

- (k) an original of the opinion from counsel to Owner in the form attached as Appendix D to this Schedule 3;
- (l) such other documents as the parties may agree, each acting reasonably; and
- (m) The necessary documents, contracts or amendments to give effect to the items in Exhibit 1.46 to Schedule 1 – Definitions and Interpretation as agreed to by Project Co and Owner

**APPENDIX A
FORM OF RELEASE**

TO: Ontario Infrastructure Projects Corporation (“**Infrastructure Ontario**”)

AND TO: Her Majesty the Queen in Right of Ontario as represented by the Minister of Energy and Infrastructure (“**MEI**”)

AND TO: Her Majesty the Queen in Right of Ontario as represented by the Minister of Health and Long-Term Care (“**MOHLTC**”)

AND TO: Her Majesty the Queen in Right of Ontario (the “**Province**”)

RE: Project agreement (as amended, modified, restated, supplemented or replaced modified from time to time, the “**Project Agreement**”) dated the 4th day of February, 2009 between The Royal Victoria Hospital of Barrie (“**Owner**”) and Vanmed Construction Corporation (“**Project Co**”)

In consideration of Owner entering into the Project Agreement, the undersigned hereby acknowledges and agrees that Infrastructure Ontario, MEI, MOHLTC and the Province have no obligations or liabilities to Project Co or any other person arising out of or in connection with the Project Agreement of any nature or kind whatsoever, including any obligations for payments or other covenants on the part of Owner contained in the Project Agreement, and hereby releases Infrastructure Ontario, MEI, MOHLTC and the Province from and against any and all claims, demands, causes of action, judgments, costs and liability of any nature or kind whatsoever arising out of or in connection with the Project Agreement and all matters relating thereto, including any act or omission of Owner, its employees, officers, directors or agents.

DATED this _____ day of _____, 2009.

VANMED CONSTRUCTION CORPORATION

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the corporation

**APPENDIX B
FORM OF UNDERTAKING AND ACKNOWLEDGEMENT**

TO: The Royal Victoria Hospital of Barrie (“**Owner**”)

RE: Project agreement (as amended, modified, restated, supplemented or replaced from time to time, the “**Project Agreement**”) dated the 4th day of February, 2009 between The Royal Victoria Hospital of Barrie and Vanmed Construction Corporation (“**Project Co**”)

1. The undersigned acknowledges that:
 - (a) The Project will proceed as an alternative financing and procurement project under the MEI’s ReNew Ontario infrastructure investment plan, and complies with the principles set out in the IPFP Framework.
 - (b) The IPFP Framework establishes five fundamental principles which guide the financing and procurement of public infrastructure projects in Ontario:
 - (i) The public interest is paramount.
 - (ii) Value for money must be demonstrable.
 - (iii) Appropriate public control/ownership must be preserved.
 - (iv) Accountability must be maintained.
 - (v) All processes must be fair, transparent and efficient.
 - (c) The IPFP Framework states that, consistent with the principle of appropriate public ownership/control, public ownership of assets will be preserved in the hospital sector.
2. The undersigned undertakes to comply with the *Public Hospitals Act* (Ontario) in any direction or order issued by the Ministry of Health and Long-Term Care or the Local Health Integration Network to Owner or any direction of the board of directors of Owner to the extent that the direction or order affects the Work.
3. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Project Agreement.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

DATED this _____ day of _____, 2009.

VANMED CONSTRUCTION CORPORATION

Per: _____

Name:
Title:

Per: _____

Name:
Title:

I/We have authority to bind the corporation

[SIGNATURE PAGE FOR UNDERTAKING AND ACKNOWLEDGEMENT]

APPENDIX C
FORM OF PROJECT CO/CONTRACTOR/CONSTRUCTION GUARANTOR OPINION

[INSERT DATE]

The Royal Victoria Hospital of Barrie

•

Ontario Infrastructure Projects Corporation
777 Bay Street, 9th Floor
Toronto, Ontario
M5G 2C8

Borden Ladner Gervais LLP
Scotia Plaza
40 King Street West
Toronto, Ontario
M5H 3Y4

Dear Sirs/Mesdames:

Re: The Royal Victoria Hospital of Barrie Project

We have acted as project counsel to [**Vanmed Construction Corporation (“Project Co”) / Vanbots, a division of Carillion Construction Inc. (“Contractor”) / and Vanbots, a division of Carillion Construction Inc. (“Construction Guarantor”)**] [Note to Counsel: Please fill in applicable entity in the latter space and in similar spaces throughout this opinion as necessary. Please delete the inapplicable entities from such spaces.] in connection with the alternative financing and procurement transaction whereby Owner and Project Co have agreed to enter into a build-finance agreement to redevelop The Royal Victoria Hospital of Barrie (“**Owner**”) in Barrie, Ontario.

This opinion is being delivered to the Owner, Ontario Infrastructure Projects Corporation and their respective counsel pursuant to Section 1(s) of Schedule 3 – Completion Documents to the project agreement made as of February 4th, 2009 between Owner and Project Co (as the same may be amended, supplemented, restated or otherwise modified from time to time, the “**Project Agreement**”).

All capitalized terms used but not otherwise defined in this opinion shall have the respective meanings ascribed thereto in the Project Agreement.

In our capacity as project counsel to [**Project Co/Contractor/Construction Guarantor**], we have participated in the preparation and negotiation, and have examined an executed copy of each of the following documents (unless otherwise indicated, all such documents are dated as of [•]):

1. the Project Agreement; and

2. the following project documents (collectively, the “**Implementation Documents**”):

[Note to Project Co’s counsel: The following documents must be examined and included in your opinion:

- (a) **the Lender’s Direct Agreement;**
- (b) **the Insurance and Bonding Trust Agreement;**
- (c) **the Trust Account Acknowledgement Agreement;**
- (d) **the Construction Contract;**
- (e) **the Assignable Subcontract Agreement for Construction Contract; and**
- (f) **the Assignable Subcontract Agreements.]**

[Note to Contractor’s counsel: The following documents must be examined and included in your opinion:

- (a) **the Construction Contract;**
- (b) **the Assignable Subcontract Agreement for Construction Contract;**
- (c) **the Assignable Subcontract Agreements;**
- (d) **the Performance Bond;**
- (e) **the Multiple Obligee Rider to the Performance Bond;**
- (f) **the Labour and Material Payment Bond;**
- (g) **the Multiple Obligee Rider to the Labour and Material Payment Bond; and**
- (h) **the Guarantee of Construction Guarantor.]**

[Note to Construction Guarantor’s counsel: The following document must be examined and included in your opinion:

- (a) **the Guarantee of Construction Guarantor.]**

The Project Agreement and the Implementation Documents are hereinafter collectively referred to as the “**Documents**”, and each is individually referred to as a “**Document**.”

We are qualified to practise law in the Province of Ontario. We have made no investigation of the laws of any jurisdiction other than Ontario, and the opinions expressed below are confined to the laws of Ontario and the federal laws of Canada applicable therein as at the date hereof.

We do not act as corporate counsel to [Project Co/Contractor/Construction Guarantor], nor have we participated in the general maintenance of its corporate records and corporate proceedings. Therefore, in expressing certain of the opinions below, we have, where indicated, relied exclusively, and without any independent investigation or enquiry, on certificates of public officials and a certificate of an officer of [Project Co/Contractor/Construction Guarantor] dated as of the date hereof (the “Officer’s Certificate”) as to certain factual matters or have caused to be delivered to you an opinion from the corporate counsel of [Project Co/Contractor/Construction Guarantor].

Searches and Reliance

We have conducted, or have caused to be conducted, the searches identified in **Schedule “A”** (the “Searches”) for filings or registrations made in those offices of public record listed in Schedule “A.” The Searches were conducted against the current name and all former names of [Project Co/Contractor/Construction Guarantor] (including both the English and French versions, if any). The results of the Searches are set out in Schedule “A.”

We have also made such investigations and examined originals or copies, certified or otherwise identified to our satisfaction, of such certificates of public officials and of such other certificates, documents and records as we have considered necessary or relevant for purposes of the opinions expressed below, including, without limitation, the Officer’s Certificate.

We have relied exclusively, and without any independent investigation or enquiry, on the Officer’s Certificate and the certificates of public officials with respect to certain factual matters.

In connection with the opinion set forth in paragraph 1 below, under the heading “Opinions”, we have relied exclusively on a Certificate of Status issued by the Ministry of Consumer and Business Services (Ontario) of even date, a copy of which is attached as **Schedule “B.”**

In connection with the opinions set forth in paragraphs 2, 3, 4 and 6, under the heading “Opinions”, as to factual matters, including the accuracy and completeness of the documents made available for review, we have relied exclusively on the Officer’s Certificate referred to above.

Assumptions

For the purposes of the opinions expressed herein, we have assumed:

1. The genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to originals of all documents submitted to us as certified, true, conformed, photostatic or notarial copies or facsimiles thereof and the authenticity of the originals of such certified, true, conformed, photostatic or notarial copies or facsimiles.
2. Each of the parties (other than [Project Co/Contractor/Construction Guarantor]) to each of the Documents is and was, at all relevant times, a subsisting corporation, partnership, limited partnership, limited liability company or trust, as applicable, under the laws of its jurisdiction of formation.

3. Each of the parties (other than **[Project Co/Contractor/Construction Guarantor]**) has (and had) the corporate power, authority and capacity to own its property and assets and to carry on its business as such business is now (or as was then) being carried on by it, has (or had) all requisite corporate power, authority and capacity to execute and deliver each Document to which it is party and to perform its obligations thereunder, has taken all necessary corporate action, as applicable, to authorize the execution and delivery of each Document to which it is a party and the performance of its obligations thereunder, and has duly executed and delivered each Document to which it is a party and each Document to which it is a party is a legal, valid and binding obligation of such party enforceable against it in accordance with its terms.
4. The completeness, truth and accuracy of all facts set forth in the Officer's Certificate.
5. The completeness, truth and accuracy of all facts set forth in official public records and certificates and other documents supplied by public officials.
6. Value has been given by each of the parties (other than **[Project Co/Contractor/Construction Guarantor]**) to **[Project Co/Contractor/Construction Guarantor]**.

Opinions

Based upon and subject to the foregoing, and subject to the qualifications, exceptions and limitations hereinafter expressed, we are of the opinion that, as of the date hereof:

Incorporation and Existence

1. **[Project Co/Contractor/Construction Guarantor]** is a **[corporation/partnership/limited partnership/joint venture]** **[incorporated/formed]** under the laws of **[the Province of •]** **[(Corporation number •)]** and has not been dissolved.

Corporate Power and Capacity

2. **[Project Co/Contractor/Construction Guarantor]** has the corporate power and capacity to own or lease its properties and assets, to carry on its business as it is currently being conducted and as it is contemplated to be conducted under the Project Agreement, and to enter into and perform its obligations under each of the Documents to which it is a party.

Corporate Authorization

3. **[Project Co/Contractor/Construction Guarantor]** has taken all necessary corporate action to authorize the execution and delivery of, and the performance of its obligations under, each of the Documents to which it is a party.

Execution and Delivery

4. **[Project Co/Contractor/Construction Guarantor]** has duly executed and delivered each of the Documents to which it is a party.

Enforceability

5. Each of the Documents to which **[Project Co/Contractor/Construction Guarantor]** is a party constitutes a legal, valid and binding obligation of **[Project Co/Contractor/Construction Guarantor]**, enforceable against it in accordance with its terms.

No Breach or Default

6. The execution and delivery by **[Project Co/Contractor/Construction Guarantor]** of the Documents to which it is a party does not, and the performance by **[Project Co/Contractor/Construction Guarantor]** of its obligations under each such Document in accordance with its terms will not, breach or constitute a default under (i) its articles, by-laws or unanimous shareholders' agreement, or (ii) the provisions of any law, statute, rule or regulation to which **[Project Co/Contractor/Construction Guarantor]** is subject.

Regulatory Approvals

7. No authorization, consent, permit or approval of, or other action by, or filing with or notice to, any governmental agency or authority, regulatory body, court, tribunal or other similar entity having jurisdiction is required in connection with the execution and delivery by **[Project Co/Contractor/Construction Guarantor]** of the Documents to which it is a party and the performance of its obligations thereunder.

Qualifications

Our opinions herein are subject to the following qualifications and reservations, namely:

1. The enforceability of any Document and the rights and remedies set out therein or any judgment arising out of, or in connection therewith, is subject to, and may be limited by, any applicable bankruptcy, reorganization, winding-up, insolvency, moratorium or other laws of general application affecting creditors' rights from time to time in effect.
2. The enforceability of any Document will be subject to the limitations contained in the *Limitations Act, 2002* (Ontario), and we express no opinion as to whether a court may find any provision of any Document to be unenforceable as an attempt to vary or exclude a limitation period under that Act.
3. Pursuant to the *Currency Act* (Canada), a judgment in money rendered by a Court in the Province of Ontario must be awarded in Canadian currency and such judgment may be based on a rate of exchange in effect other than the day of payment of the judgment.

4. To the extent that a particular contractual provision is characterized by a Court as a penalty and not as a genuine pre-estimate of damages, it will not be enforceable.
5. A Court may not treat as conclusive those certificates and determinations which the Documents state are to be so treated.
6. A receiver or receiver and manager appointed pursuant to the provisions of any Document, for certain purposes, may not be treated by a Court as being solely the agent of [**Project Co/Contractor/Construction Guarantor**] notwithstanding any agreement to the contrary.
7. The ability to recover or claim for certain costs or expenses may be subject to judicial discretion.
8. With respect to any provisions of the Documents pursuant to which the parties to such Documents are permitted or required to submit a dispute arising out of such Documents to arbitration, we express no opinion as to the enforceability of such arbitration provisions in all circumstances since under the *Arbitration Act, 1991* (Ontario) a court of competent jurisdiction in Ontario may, in its discretion and upon certain grounds, refuse to stay judicial proceedings in which event an arbitration under such arbitration provisions may not be commenced or continued. In addition, the *Arbitration Act, 1991* (Ontario) provides that a court may hear an appeal of an arbitration award on a question of law, or set aside an arbitration award or declare it invalid, in each case on certain prescribed grounds.
9. Any requirement in any of the Documents that interest be paid at a higher rate after than before default may not be enforceable.
10. The effectiveness of provisions which purport to relieve a person from a liability or duty otherwise owed may be limited by law, and provisions requiring indemnification or reimbursement may not be enforced by a Court, to the extent that they relate to the failure of such person to perform such duty or liability.
11. No opinion is expressed as to the enforceability of any provision contained in any Document which purports to sever from the Document any provision therein which is prohibited or unenforceable under applicable law without affecting the enforceability or validity of the remainder of the document.
12. No opinion is expressed regarding any waiver of service of process, presentment, demand, protest or notice of dishonour which may be contained in any of the Documents.
13. Any award of costs is in the discretion of a Court of competent jurisdiction.
14. The enforceability of rights of indemnity set out in the Documents may be limited under applicable law to the extent that they directly or indirectly relate to liabilities imposed by law on [**Project Co/Contractor/Construction Guarantor**] for which it would be contrary to public policy to require [**Project Co/Contractor/Construction Guarantor**]

to indemnify [**Project Co/Contractor/Construction Guarantor**] or to the extent that they constitute the indirect enforcement of a foreign revenue or penal law.

15. The enforceability of each of the Documents and the rights and remedies set out therein is subject to, and may be limited by, general principles of equity, and no opinion is given as to any specific remedy that may be granted, imposed or rendered, including equitable remedies such as those of specific performance and injunction, or the availability of equitable defences.

This opinion is being delivered solely in connection with the transaction addressed herein and may not be relied upon by any person other than the addressees, and their successors and permitted assigns, or for any purpose other than the transaction addressed herein.

Yours very truly,

[INSERT NAME OF LAW FIRM]

**SCHEDULE A TO FORM OF PROJECT CO/CONTRACTOR/CONSTRUCTION
GUARANTOR OPINION**

SEARCHES

[Note to Draft: Please Insert Searches.]

**SCHEDULE B TO FORM OF PROJECT CO/CONTRACTOR/CONSTRUCTION
GUARANTOR OPINION**

**CERTIFICATE OF STATUS OF [PROJECT CO/CONTRACTOR/CONSTRUCTION
GUARANTOR]**

**[Note to Draft: Please Insert Certificate of Status of Project Co/Contractor /Construction
Guarantor.]**

SCHEDULE C TO PROJECT CO/CONTRACTOR/CONSTRUCTION GUARANTOR
OPINION

**OFFICER'S CERTIFICATE OF [PROJECT CO/CONTRACTOR/CONSTRUCTION
GUARANTOR]**

[Note to Draft: Please Insert Officer's Certificate of Project Co/Contractor /Construction Guarantor.]

**APPENDIX D
FORM OF OWNER OPINION**

[INSERT DATE]

Vanmed Construction Corporation

CIT Financial Ltd.

Goodmans LLP

Blake, Cassels & Graydon LLP

Dear Sirs/Mesdames:

Re: The Royal Victoria Hospital of Barrie Project

We have acted as project counsel to The Royal Victoria Hospital of Barrie (“**Owner**”) in connection with the alternative financing and procurement transaction whereby Owner and Vanmed Construction Corporation (“**Project Co**”) have agreed to enter into a build-finance agreement to redevelop The Royal Victoria Hospital of Barrie in Barrie, Ontario.

This opinion is being delivered to Project Co, CIT Financial Ltd. (as agent for and on behalf of the Lenders, the “**Lenders’ Agent**”) and their respective counsel pursuant to Section 2(k) of Schedule 3 – Completion Documents to the project agreement made as of February 4, 2009 between Owner and Project Co (as the same may be amended, supplemented, restated or otherwise modified from time to time, the “**Project Agreement**”).

All capitalized terms used but not otherwise defined in this opinion shall have the respective meanings ascribed thereto in the Project Agreement.

In our capacity as project counsel to Owner, we have participated in the preparation and negotiation, and have examined an executed copy, of each of the following documents (unless otherwise indicated, all such documents are dated as of [•], 2009):

1. the Project Agreement; and
2. the following project documents (collectively, the “**Implementation Documents**”):
 - (a) the Lender’s Direct Agreement;
 - (b) the Insurance and Bonding Trust Agreement; and
 - (c) the Trust Account Acknowledgement Agreement.

The Project Agreement and the Implementation Documents are hereinafter collectively referred to as the “**Documents**”, and each is individually referred to as a “**Document**”.

We are qualified to practise law in the Province of Ontario. We have made no investigation of the laws of any jurisdiction other than Ontario, and the opinions expressed below are confined to the laws of Ontario and the federal laws of Canada applicable therein as at the date hereof.

We do not act as corporate counsel to Owner, nor have we participated in the general maintenance of its corporate records and corporate proceedings. Therefore, in expressing certain of the opinions below, we have, where indicated, relied exclusively, and without any independent investigation or enquiry, on certificates of public officials and a certificate of an officer of Owner dated as of the date hereof (the “**Officer’s Certificate**”) as to certain factual matters.

Searches and Reliance

We have conducted, or have caused to be conducted, the searches identified in **Schedule “A”** (the “**Searches**”) for filings or registrations made in those offices of public record listed in Schedule “A”. The Searches were conducted against the current name and all former names of Owner (including, both the English and French versions, if any). The results of the Searches are set out in Schedule “A”.

We have also made such investigations and examined originals or copies, certified or otherwise identified to our satisfaction, of such certificates of public officials and of such other certificates, documents and records as we have considered necessary or relevant for purposes of the opinions expressed below, including, without limitation, the Officer’s Certificate.

We have relied exclusively, and without any independent investigation or enquiry, on the Officer’s Certificate and the certificates of public officials with respect to certain factual matters.

In connection with the opinion set forth in paragraph 1 below, under the heading “Opinions”, we have relied exclusively on a Certificate of Status issued by the Ministry of Consumer and Business Services (Ontario) of even date, a copy of which is attached as **Schedule “B”**.

In connection with the opinion set forth in paragraph 2 below, under the heading “Opinions”, we have relied in part on the Officer’s Certificate, a copy of which is attached as **Schedule “C”**, and in part on the list maintained by the Minister of Health and Long-Term Care under subsection 32.1(2) of the *Public Hospitals Act* (Ontario).

In connection with the opinions set forth in paragraphs 3, 4 and 6, under the heading “Opinions”, as to factual matters, including the accuracy and completeness of the documents made available for review, we have relied exclusively on the Officer’s Certificate referred to above.

Assumptions

For the purposes of the opinions expressed herein, we have assumed:

1. The genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to originals of all documents submitted to us as certified, true, conformed, photostatic or notarial copies or facsimiles thereof and the authenticity of the originals of such certified, true, conformed, photostatic or notarial copies or facsimiles.
2. Each of the parties (other than Owner) to each of the Documents is and was, at all relevant times, a subsisting corporation, partnership, limited partnership, limited liability company or trust, as applicable, under the laws of its jurisdiction of formation.

3. Each of the parties (other than Owner) has (and had) the corporate power, authority and capacity to own its property and assets and to carry on its business as such business is now (or as was then) being carried on by it, has (or had) all requisite corporate power, authority and capacity to execute and deliver each Document to which it is party and to perform its obligations thereunder, has taken all necessary corporate action, as applicable, to authorize the execution and delivery of each Document to which it is a party and the performance of its obligations thereunder, and has duly executed and delivered each Document to which it is a party, and each Document to which it is a party is a legal, valid and binding obligation of such party enforceable against it in accordance with its terms.
4. The completeness, truth and accuracy of all facts set forth in the Officer's Certificate.
5. The completeness, truth and accuracy of all facts set forth in official public records and certificates and other documents supplied by public officials.
6. Value has been given by each of the parties (other than Owner) to Owner.
7. Owner has obtained or will obtain all permissions, consents, approvals, certificates, permits, licences, statutory agreements and authorizations to be obtained by Owner in connection with the entering into and performance by Owner of its obligations under the Documents to which it is a party, including, without limitation, any approvals of the Minister of Health and Long-Term Care.

Opinions

Based upon and subject to the foregoing, and subject to the qualifications, exceptions and limitations hereinafter expressed, we are of the opinion that, as of the date hereof:

Incorporation and Existence

1. Owner is a non-share capital corporation formed under the *Corporations Act* (Ontario) (Corporation No. [REDACTED]) and has not been dissolved.

Corporate Power and Capacity

2. Owner is a public hospital under the *Public Hospitals Act* (Ontario), and has the corporate power and capacity to carry on its undertakings in accordance with the *Public Hospitals Act* (Ontario) and the *Corporations Act* (Ontario), including to own or lease its properties and assets, and to enter into and perform its obligations under each of the Documents to which it is a party.

Corporate Authorization

3. Owner has taken all necessary corporate action to authorize the execution and delivery of, and the performance of its obligations under, each of the Documents to which it is a party.

Execution and Delivery

4. Owner has duly executed and delivered each of the Documents to which it is a party.

Enforceability

5. Each of the Documents to which Owner is a party constitutes a legal, valid and binding obligation of Owner, enforceable against it in accordance with its terms.

No Breach or Default

6. The execution and delivery by Owner of the Documents to which it is a party does not, and the performance by Owner of its obligations under each such Document in accordance with its terms will not, breach or constitute a default under (i) its letters patent or by-laws, or (ii) the provisions of any law, statute, rule or regulation to which Owner is subject.

Qualifications

Our opinions herein are subject to the following qualifications and reservations, namely:

1. The enforceability of any Document and the rights and remedies set out therein or any judgment arising out of or in connection therewith is subject to and may be limited by any applicable bankruptcy, reorganization, winding-up, insolvency, moratorium or other laws of general application affecting creditors' rights from time to time in effect.
2. The enforceability of any Document will be subject to the limitations contained in the *Limitations Act, 2002* (Ontario), and we express no opinion as to whether a court may find any provision of any Document to be unenforceable as an attempt to vary or exclude a limitation period under that Act.
3. Pursuant to the *Currency Act* (Canada), a judgment in money rendered by a Court in the Province of Ontario must be awarded in Canadian currency and such judgment may be based on a rate of exchange in effect other than the day of payment of the judgment.
4. To the extent that a particular contractual provision is characterized by a Court as a penalty and not as a genuine pre-estimate of damages, it will not be enforceable.
5. A Court may not treat as conclusive those certificates and determinations which the Documents state are to be so treated.
6. A receiver or receiver and manager appointed pursuant to the provisions of any Document, for certain purposes, may not be treated by a Court as being solely the agent of another party, notwithstanding any agreement to the contrary.
7. The ability to recover or claim for certain costs or expenses may be subject to judicial discretion.

8. With respect to any provisions of the Documents pursuant to which the parties to such Documents are permitted or required to submit a dispute arising out of such Documents to arbitration, we express no opinion as to the enforceability of such arbitration provisions in all circumstances since under the *Arbitration Act, 1991* (Ontario) a court of competent jurisdiction in Ontario may, in its discretion and upon certain grounds, refuse to stay judicial proceedings in which event an arbitration under such arbitration provisions may not be commenced or continued. In addition, the *Arbitration Act, 1991* (Ontario) provides that a court may hear an appeal of an arbitration award on a question of law, or set aside an arbitration award or declare it invalid, in each case on certain prescribed grounds.
9. Any requirement in any of the Documents that interest be paid at a higher rate after than before default may not be enforceable.
10. The effectiveness of provisions which purport to relieve a person from a liability or duty otherwise owed may be limited by law, and provisions requiring indemnification or reimbursement may not be enforced by a Court, to the extent that they relate to the failure of such person to perform such duty or liability.
11. No opinion is expressed as to the enforceability of any provision contained in any Document which purports to sever from the Document any provision therein which is prohibited or unenforceable under applicable law without affecting the enforceability or validity of the remainder of the document.
12. No opinion is expressed regarding any waiver of service of process, presentment, demand, protest or notice of dishonour which may be contained in any of the Documents.
13. Any award of costs is in the discretion of a Court of competent jurisdiction.
14. The enforceability of rights of indemnity set out in the Documents may be limited under applicable law to the extent that they directly or indirectly relate to liabilities imposed by law on Project Co for which it would be contrary to public policy to require Owner to indemnify Project Co or to the extent that they constitute the indirect enforcement of a foreign revenue or penal law.
15. The enforceability of each of the Documents, and any of the obligations of Owner under any of the Documents to which it is a party, is subject to and may be limited by public policy, or by general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, the inherent jurisdiction of the Crown in its role as *parens patriae* and the inherent jurisdiction of the court in matters of charity, the role of the Public Guardian and Trustee as overseer of Owner as a trustee under the *Trustee Act* (Ontario) and the possible unavailability of specific performance, injunctive relief or other equitable remedies. Without limiting the generality of the foregoing, the availability of any particular remedy is subject to the discretion of the court.

16. Any approval given or deemed to have been given under the *Public Hospitals Act* (Ontario) in respect of a hospital may be suspended by the Minister of Health and Long-Term Care or revoked by the Lieutenant Governor in Council if the Minister of Health and Long-Term Care or the Lieutenant Governor in Council, as the case may be, considers it in the public interest to do so.

This opinion is being delivered solely in connection with the transaction addressed herein and may not be relied upon by any person other than the addressees, and their successors and permitted assigns, or for any purpose other than the transaction addressed herein.

Yours very truly,

•

SCHEDULE A TO FORM OF OWNER OPINION

SEARCHES

[Note to Draft: Please Insert Searches.]

SCHEDULE B TO FORM OF OWNER OPINION

CERTIFICATE OF STATUS OF OWNER

[Note to Draft: Please Insert Certificate of Status of Owner.]

SCHEDULE C TO FORM OF OWNER OPINION

OFFICER'S CERTIFICATE OF OWNER

[Note to Draft: Please Insert Officer's Certificate of Owner.]

**SCHEDULE 4
PROJECT CO INFORMATION**

Project Co represents and warrants that the following information is true and correct as of the date of this Project Agreement:

1. Name: Vanmed Construction Corporation
2. Date of Incorporation: July 17, 2007
3. Corporation Number: [REDACTED]
4. Directors:

<u>Name</u>	<u>Address</u>
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

5. Officers:

<u>Name</u>	<u>Address</u>	<u>Office</u>
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

6. Subsidiaries: None

7. Authorized and issued share capital:

<u>Name and address of registered holder</u>	<u>Number and class of shares held</u>	<u>Amount paid up</u>
Carillion Build Finance Inc.	[REDACTED]	\$[REDACTED]

8. Loans:

Name and address of registered holder

Nominal value of loan

N/A

N/A

9. Other outstanding securities (including description of type of securities, name and address of holder and amount):

None

10. Summary of any constitutional, contractual or other special voting rights, restrictions on powers of directors or similar matters relevant to the control of Project Co:

None

**SCHEDULE 5
FORM OF LENDER'S DIRECT AGREEMENT**

THIS LENDER'S DIRECT AGREEMENT is made as of the • day of •, 2009

BETWEEN:

THE ROYAL VICTORIA HOSPITAL OF BARRIE, a non-share capital corporation incorporated under the laws of the Province of Ontario

 (“**Owner**”)

AND:

CIT FINANCIAL LTD., acting as agent for and on behalf of Lender

 (“**Agent**”)

AND:

VANMED CONSTRUCTION CORPORATION, a corporation incorporated under the laws of Ontario

 (“**Project Co**”)

WHEREAS:

- A. Owner and Project Co have entered into the Project Agreement.
- B. Under the Lending Agreements, the Financing is to be provided to Project Co by Lender to finance the payment of the Base Progress Payments to Project Co under the Project Agreement, conditional, among other things, on Project Co executing and delivering the Lending Agreements.
- C. Agent has agreed to enter into this Lender's Direct Agreement with Owner and Project Co in relation to the Lending Agreements, the exercise of its rights under the Lending Agreements and the remedying of breaches by Project Co under the Project Agreement.
- D. Project Co and Agent recognize and understand that Owner is a public hospital under the *Public Hospitals Act* (Ontario) and is therefore subject to a highly regulated legal and operational environment.
- E. Owner has been authorized to execute this Lender's Direct Agreement by the Authority (it being acknowledged by the parties to this Lender's Direct Agreement that such authorization or any approvals by the Authority of the Project in accordance with the *Public Hospitals Act* (Ontario) or Authority policies, in no way obligates the Authority or the Province under this Lender's Direct Agreement or otherwise in respect of the Project).

- F. The Parties hereto agree that in relation to any defaults under the Lending Agreements and/or the Project Agreement and any enforcement action which either wishes to take under any security document entered into in support of the obligations of Project Co thereunder, their joint efforts and cooperation will be needed, together with such statutory approvals and consents as may then be required, given the nature of the Owner as a public hospital.

NOW THEREFORE in consideration of the mutual covenants and agreements of the Parties hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Lender's Direct Agreement, all capitalized terms not otherwise defined in this Lender's Direct Agreement shall have the meanings ascribed to them in the Project Agreement and unless the context otherwise requires:

- (a) **"Appointed Representative"** means any of the following to the extent so identified in an Appointed Representative Notice:
 - (i) Agent, Lender or any Affiliate of either of them;
 - (ii) a receiver or receiver and manager or any permutation thereof of Project Co appointed under the Lending Agreements or appointed by a court of competent jurisdiction;
 - (iii) a Person directly or indirectly owned or controlled by Agent or Lender; or
 - (iv) any other Person approved by Owner (such approval not to be unreasonably withheld or delayed).
- (b) **"Appointed Representative Notice"** has the meaning given to it in Section 7.2.
- (c) **"Article"** and **"Section"** mean and refer to the specified article and section or subsection of this Lender's Direct Agreement.
- (d) **"Construction Contract Assignment"** has the meaning given to it in Section 7.3.
- (e) **"Enforcement Action"** means any acceleration of amounts due and owing under any of the Lending Agreements and/or any enforcement proceeding or enforcement action commenced or taken under any of the Lending Agreements.
- (f) **"Enforcement Event"** means an event of default under the Lending Agreements or any event which permits an Enforcement Action.
- (g) **"Enforcement Rights"** means the rights as against Project Co to enforce or terminate the Project Agreement under Article 25 therein.

- (h) “**Lender**” means [REDACTED]
- (i) [INTENTIONALLY DELETED].
- (j) “**Lender’s Direct Agreement**” means this lender’s direct agreement.
- (k) “**Lending Agreements**” means any or all of the agreements or instruments to be entered into by Project Co or any of its Affiliates relating to the financing of the Project by Lender and includes but is not limited to:

[REDACTED]
- (l) “**Lien**” means the lien provided for under Section 14(1) of the *Construction Lien Act* (Ontario).
- (m) “**Notice Period**” means the period starting on the date of delivery of a Project Co Default Notice and ending 120 days later.
- (n) “**Party**” means any of Owner, Project Co or Agent, and “**Parties**” means all of Owner, Project Co and Agent, but, for greater certainty, such definitions do not include Infrastructure Ontario or Her Majesty the Queen in Right of Ontario, as represented by either the Minister of Health and Long-Term Care or the Minister of Public Infrastructure Renewal.
- (o) “**Pre-Qualified Proponent**” means an entity listed in Appendix A to this Lender’s Direct Agreement.
- (p) “**Project Agreement Assignment**” means an assignment of the Project Agreement by an Appointed Representative to a Replacement Project Co as contemplated in Section 7.3.
- (q) “**Project Co Default Notice**” has the meaning given to it in Section 6.1.
- (r) “**Project Co Event of Default**” means the occurrence of an event under the Project Agreement that upon the expiry of any cure periods provided for therein would entitle Owner to terminate the Project Agreement.
- (s) “**Rectification Obligations**” has the meaning given in Section 7.3.
- (t) “**Replacement Construction Contract**” has the meaning given to it in Section 7.3.
- (u) “**Replacement Contractor**” means a replacement contractor under a Construction Contract Assignment or a Replacement Construction Contract entered into pursuant to Section 7.3 who must either be a contractor that is a Pre-Qualified Proponent or that is acceptable to Owner, Infrastructure Ontario and the Authority, acting reasonably.

- (v) **“Replacement Project Agreement”** has the meaning given to it in Section 7.3.
- (w) **“Replacement Project Co”** means a replacement project company under a Project Agreement Assignment or a Replacement Project Agreement entered into pursuant to Section 7.3, that must either be (i) a project company that is a Pre-Qualified Proponent or a wholly-owned subsidiary of a Pre-Qualified Proponent (in which event the Pre-Qualified Proponent must be the Construction Guarantor under the Replacement Project Agreement) or (ii) a project company that is acceptable to Owner, Infrastructure Ontario and Authority, acting reasonably.
- (x) **“Response Period”** has the meaning given to it in Section 4.1(c).
- (y) **“Step-In Date”** means the date on which Owner receives a Step-In Notice from Agent.
- (z) **“Step-In Notice”** means the notice given by Agent to Owner pursuant to Section 7.1 stating that Agent is exercising its step-in rights under this Lender’s Direct Agreement.
- (aa) **“Step-In Period”** means the period from the Step-In Date up to and including the Step-Out Date.
- (bb) **“Step-Out Amount”** has the meaning given to it in Section 8.3.
- (cc) **“Step-Out Dates”** means the earlier to occur of (i) the expiry of the periods provided for in Sections 6.3(a) and 6.3(b), as the case may be, and (ii) the date on which Owner receives a Step-Out Notice.
- (dd) **“Step-Out Notice”** has the meaning given to it in Section 8.1.

1.2 Interpretation

- (a) The provisions of Sections 2.1 - 2.27, inclusive, of Schedule 1 of the Project Agreement are hereby incorporated in their entirety and all references in same to **“Project Agreement”** shall be read as **“Lender’s Direct Agreement”**.
- (b) This Lender’s Direct Agreement is comprised of this executed Agreement and the following documents, all of which are hereby incorporated by reference into and form part of this Lender’s Direct Agreement.

Appendix No.	Description
Appendix A	Pre-qualified Proponents

2. CONFLICT IN DOCUMENTS

- 2.1 In the event of ambiguities, conflicts or inconsistencies between or among this Lender’s Direct Agreement and the Project Agreement, this Lender’s Direct Agreement shall

prevail. Notwithstanding the foregoing, if there is any right or remedy in favour of Owner set out in this Lender's Direct Agreement or any part thereof which is not set out or provided for in the Project Agreement, such additional right or remedy shall not constitute an ambiguity, conflict or inconsistency. Notwithstanding any provision of any other Implementing Agreement, including Section 2.5(a)(iv) of the Project Agreement, no review by Owner of the Lending Agreements shall constitute an acceptance of or acquiescence to any of the Lending Agreements or any term or condition thereof by Owner, and this Lender's Direct Agreement and the Project Agreement shall not be subject to any of the terms and conditions of the Lending Agreements.

3. TERM

- 3.1 This Lender's Direct Agreement shall terminate automatically on the date on which all obligations that may be or become owing by Project Co to Agent or Lender under the Lending Agreements have been satisfied in full.
- 3.2 Promptly, and in no event more than 30 days following its occurrence, Agent shall provide notice to Owner of the date referred to in Section 3.1.
- 3.3 Owner hereby provides to Lender, Agent and Project Co and agrees to provide to Replacement Project Co, a non-exclusive license to have access to and to use the Site on the same terms and conditions as set out in Section 9.1 of the Project Agreement.

4. AGREEMENTS AND SECURITY

- 4.1 (a) Project Co and Agent shall not amend or modify any Lending Agreements other than as expressly provided for under the terms of those agreements and so long as such amendment:
 - (i) is consistent in all material respects with the Financial Model;
 - (ii) does not increase the Cost of the Financing; and
 - (iii) does not increase the amount of any Compensation Payment, if and when payable, or costs of prepayment that were contained in the Lending Agreements at Financial Closeand shall provide prompt notice to Owner of any amendments or modifications accompanied by a copy thereof.
- (b) Project Co and Owner shall not amend or modify the Project Agreement or any Implementing Agreements to which Project Co or Owner are parties, without the prior written consent of Agent, not to be unreasonably withheld or delayed, which consent (subject to Section 6.4 of this Lender's Direct Agreement) shall not be withheld if the relevant amendment or modification does not:
 - (i) adversely affect the ability of Agent or Lender to exercise its rights under the Lending Agreements;

- (ii) adversely affect the security of Lenders under the Lending Agreements; or
- (iii) increase the liability of Agent, Lender or Project Co under the relevant agreement.

Agent shall respond to any request for consent under this Section 4.1(b) within 15 days of receipt thereof, failing which Agent shall be deemed to have consented to the relevant amendment or modification.

- (c) Project Co and Owner acknowledge and agree that they will not, without the consent of Agent proceed to execute or implement any Change Order and Owner acknowledges and agrees that it will not issue any Change Directive, which, in either case, is in respect of a discretionary expansion of the construction scope of the Work initiated by Owner and which would:
 - (i) materially alter the scope of the Work; or
 - (ii) materially impact financing of the Project or otherwise materially and adversely alter the risk profile of the Project,

provided the Parties further acknowledge and agree that where such Change Order or Change Directive (A) costs less than \$[REDACTED], or (B) when aggregated with all such other Change Orders and Change Directives previously implemented, costs less than \$[REDACTED], such Change Order or Change Directive shall be deemed not to materially alter the scope of the Work or impact the financing of the Project or otherwise materially and adversely alter the risk profile of the Project. When Agent's approval in respect of a Change Order or Change Directive is required in accordance with this Section 4.1(c), Agent will respond to a written request within 10 Business Days ("**Response Period**") of receiving such request for its approval. If Agent intends not to approve the Change Order or the Change Directive, Agent will notify Owner within the Response Period and will set out its concerns in such notification. If Agent's concerns can be addressed on a basis acceptable to Owner and Agent, then Owner may proceed with such Change Order or Change Directive and will concurrently implement or cause to be implemented such agreed-upon solution, including, as appropriate, by way of an amendment to the Change Order or Change Directive or by a related Change Order or Change Directive.

- 4.2 Project Co acknowledges and consents to the arrangements set out in this Lender's Direct Agreement, and agrees not to do or omit to do anything that may prevent any other Party from enforcing its rights under this Lender's Direct Agreement.
- 4.3 Agent acknowledges having received a copy of each of the Implementing Agreements.
- 4.4 Owner acknowledges having received a copy of each of the Lending Agreements and consents to the granting of security by Project Co over the Project Agreement and Implementing Agreements contained in the Lending Agreements.

- 4.5 Project Co and Agent acknowledge that, subject to the provisions of the *Construction Lien Act* (Ontario) none of Project Co, Agent or Lender shall, under the Project Agreement or any of the Implementing Agreements, acquire any interest in the Site or the Project (other than the licence to access the Site or the Facility provided in Section 3.3 of this Lender's Direct Agreement or in Section 9.1(a) of the Project Agreement) notwithstanding any provision therein to the contrary and that Owner shall at all times retain the fee simple interest in and freehold title to the Site and the Project to be constructed on the Site under the Project Agreement.
- 4.6 Without limitation of any of their respective rights and remedies under the Implementing Agreements, Project Co and Agent acknowledge that Owner is a public hospital and nothing in this Lender's Direct Agreement or any of the Implementing Agreements, including the Construction Contract, shall limit or shall be construed as limiting any authority and responsibility of Owner under the *Public Hospitals Act* (Ontario) or, subject to Section 10.1(b) of the Project Agreement, any directions to Owner or to the board of directors of Owner made by a Governmental Authority under Applicable Law, or from being in compliance with all Applicable Law.
- 4.7 The Parties agree that they will enter into the Insurance and Bonding Trust Agreement contemporaneously with the execution of this Lender's Direct Agreement.
- 4.8 Agent hereby acknowledges having received and reviewed a copy of certain amendments to the Contract Documents and Implementing Agreements in respect of [REDACTED] and Section 1.1.2.8 of Schedule 13 – Insurance and Performance Security, if applicable, prior to Financial Close and as agreed to by Owner and Project Co in accordance with the Project Agreement and Agent is deemed to have consented thereto as of the date hereof.

5. ENFORCEMENT OF SECURITY BY AGENT

- 5.1 Agent shall concurrently with notice to Project Co notify Owner and the Surety of any Enforcement Event, any notice of default delivered pursuant to the Lending Agreements, any Enforcement Action, any notice from Agent to Project Co to accelerate the maturity of any amounts owing by Project Co to Agent or Lender under the Lending Agreements or any notice from Agent to Project Co to demand repayment thereof.
- 5.2 Agent shall appoint Lender's Consultant to perform the Lender's Consultant responsibilities in accordance with the Project Agreement, including Sections 1.3 and 2.1 of Appendix 1 to Schedule 6 – Form of Construction Contract. Agent shall cause the Lender's Consultant to provide Owner and Infrastructure Ontario with a copy of any written assessment or report prepared by the Lender's Consultant in relation to the status or progress of the Work under the Construction Contract, including but not limited to, any certificate of payment, concurrently with its delivery to the Agent. The Agent acknowledges and agrees that this Section 5.2 shall constitute sufficient authority for the Lender's Consultant to provide, without delay, a copy of any and all of its written assessments and reports to Owner and to Infrastructure Ontario. Project Co agrees that it shall, in respect of all Base Progress Payments, comply with Part IV of the *Construction Lien Act* (Ontario).

- 5.3 Owner may conduct a subsearch of the Site at any time and from time to time and notify Agent and Project Co if any Lien has been registered against the Site arising from performance of the Work (save and except for any Liens in respect of work done by contractors directly engaged by Owner for which Project Co has not assumed responsibility pursuant to an assignment under Section 11.8(c) of the Project Agreement, and provided in such case that Project Co has not assumed responsibility for payment of such contractors), and if such a Lien has been registered, Project Co shall immediately take such steps, at its sole cost and expense, as are required to have the Lien vacated or discharged. Agent acknowledges and agrees with Owner that neither Agent nor Lender shall be entitled to rely on Owner to conduct a subsearch or on any subsearch result of Owner and that the result of any such subsearch provided by Owner is, subject to the obligations of Project Co and Agent hereunder, for information only.
- 5.4 Agent agrees to conduct a subsearch of the Site prior to the advance of any Financing and if a Lien has been registered against the Site arising from the performance of the Work (save and except for any Liens in respect of work done by contractors directly engaged by Owner for which Project Co has not assumed responsibility pursuant to an assignment under Section 11.8(c) of the Project Agreement, and provided in such case that Project Co has not assumed responsibility for payment of such contractors), Agent shall direct Project Co to proceed to immediately take such steps, at its sole cost and expense, as are required to have the Lien vacated or discharged or to make alternative arrangements to bond or otherwise secure the amount of the Lien and costs associated therewith satisfactory to Agent, acting reasonably, and doing so shall be a condition precedent to the making of any advance of the Financing.

6. PROJECT CO EVENT OF DEFAULT

- 6.1 Subject only to the rights expressly afforded to Agent in this Article 6, Owner shall serve notice to Agent, with a copy to Project Co, of a Project Co Event of Default (the “**Project Co Default Notice**”) contemporaneously with any notice delivered by Owner to Project Co under the Project Agreement. Without limiting the rights and remedies of Agent hereunder and without prejudice to Agent’s right to enforce the Lending Agreements against Project Co, upon the occurrence of a Project Co Event of Default, Agent shall forthwith serve notice of default on the Surety and make demand on the Surety under the Performance Bond if the Project Co Event of Default is also a default by the Contractor of its obligations under the Construction Contract (a “**Construction Event of Default**”).
- 6.2 At any time other than during the Step-In Period (with the restriction on termination during the Step-In Period set out in Section 6.3), Owner shall not exercise any right it may have to terminate the Project Agreement or, except to the extent required to protect legal rights, comply with Applicable Law or preserve its right to make a claim or recover under the Performance Bond, exercise any other rights or remedies for a Project Co Event of Default unless:
- (a) Owner delivers to Agent a Project Co Default Notice setting out the nature of the alleged default in reasonable detail; and

- (b) in the case of a Project Co Event of Default which is capable of being cured, the Project Co Event of Default has not been cured by or on behalf of Appointed Representative within 30 days of the time periods set forth in the Project Agreement, or Appointed Representative (either itself or by others on its behalf) is not diligently proceeding to cure the breach in accordance with Section 25.1(a) of the Project Agreement within the time periods set forth in the Project Agreement, including for greater certainty, prior to the Longstop Date; or
- (c) in the case of a Project Co Event of Default which is incapable of being cured, the Notice Period has expired and Agent has not delivered a Step-In Notice.

6.3 During the Step-In Period, Owner shall not exercise any right it may have to terminate the Project Agreement or, except to the extent required to protect legal rights, comply with Applicable Law or preserve its right to make a claim or recover under the Performance Bond, exercise any other rights or remedies in respect of a Project Co Event of Default:

- (a) if, in the case of a Project Co Event of Default which is capable of being cured, the Project Co Event of Default has been cured by or on behalf of Appointed Representative within 30 days of the time periods set forth in the Project Agreement, or Appointed Representative (either itself or by others on its behalf) is diligently proceeding to cure the breach in accordance with Section 25.1(a) of the Project Agreement within the time periods set forth in the Project Agreement, including for greater certainty, prior to the Longstop Date;
- (b) if, in the case of a Project Co Event of Default which is either:
 - (i) not capable of being cured (which, by way of example, would include an event described in Section 25.1(a)(i) of the Project Agreement), or
 - (ii) capable of being cured in the determination of Agent (acting reasonably) only by assigning the Project Agreement to a Replacement Project Co or entering into a Replacement Project Agreement as provided under Section 7.3, a Project Agreement Assignment with a Replacement Project Co or a Replacement Project Agreement with a Replacement Project Co has been entered into in accordance with Section 7.3 within 120 days of the delivery of the Project Co Default Notice. Owner and Appointed Representative may agree to extend such time period where Appointed Representative is proceeding diligently. In the case of either a Project Agreement Assignment or a Replacement Project Agreement having been entered into, the Work thereunder is to be completed on or before the date falling 180 days after the Longstop Date.

6.4 Agent will not take or consent to any action, including any action contemplated in Section 7.3 of this Lender's Direct Agreement, or any other action otherwise permitted or contemplated in this Lender's Direct Agreement, if such action would compromise the enforceability of the Security or Owner's entitlement to claim or recover under the

Security, unless Agent first obtains the prior approval of Owner which may be given or withheld in Owner's Sole Discretion. Agent hereby indemnifies and saves the Owner Indemnified Parties harmless from and against any Direct Losses which may be brought against, suffered, sustained or incurred by any of them as a result of, in respect of, or arising out of any breach by Agent of the provisions of this Section 6.4, arising from the wilful misconduct or gross negligence of Agent.

7. LENDER'S STEP-IN RIGHTS

7.1 Subject to Sections 6.2(b) and 7.2 and without prejudice to Agent's rights to enforce the Lending Agreements against Project Co, Agent may give Owner a Step-In Notice at any time:

- (a) during which a Project Co Event of Default is subsisting (whether or not a Project Co Default Notice has been served);
- (b) during the Notice Period; or
- (c) during which an Enforcement Event is subsisting.

7.2 At the time Agent delivers a Step-In Notice, Agent shall deliver written notice (an "**Appointed Representative Notice**") to Owner of the identity of its proposed Appointed Representative.

7.3 Subject to Section 6.3(a), upon issuance of a Step-In Notice, Appointed Representative shall cause Project Co to remedy the Project Co Event of Default and shall have the right for such purpose to enforce any of the Enforcement Rights including the right, subject to the prior approval of Owner, acting reasonably, and subject to the terms and conditions of the Bonds to:

- (a) assign Project Co's interest in the Project Agreement and the other Implementing Agreements (excluding the Bonds) to a Replacement Project Co (the "**Project Agreement Assignment**"), subject to the agreement by the Replacement Project Co to assume the terms and conditions of the Project Agreement and the other Implementing Agreements; or
- (b) terminate the Project Agreement pursuant to the Enforcement Rights, and cause a replacement project agreement to be entered into with a Replacement Project Co (the "**Replacement Project Agreement**") on terms substantially similar to the Project Agreement; and
- (c) (i) assign the Contractor's interest in the Construction Contract to a Replacement Contractor (the "**Construction Contract Assignment**") subject to the agreement by the Replacement Contractor to assume the terms and conditions of the Construction Contract; or (ii) terminate the Construction Contract and to enter into a replacement construction contract with a Replacement Contractor (the "**Replacement Construction Contract**") on terms substantially similar to the Construction Contract;

provided that in either case, the Replacement Project Co covenants in the Project Agreement Assignment or the Replacement Project Agreement, as applicable, to (i) remedy any curable breach of Project Co under the Project Agreement, whether in respect of payment or performance and whether arising prior to or during the Step-In Period, (ii) vacate any Liens from the Site arising from the performance of the Work, whether arising prior to or during the Step-In Period (other than in the circumstances set out in Section 6.3(b)(ii)), and in the case of items (i) and (ii), subject to and within the time period for curing Project Co Events of Default as set out in Section 6.3(a), and (iii) provide replacement or ensure continued maintenance of the Security under the Project Agreement (items (i), (ii) and (iii) of this Section 7.3 are collectively referred to as the “**Rectification Obligations**”). Upon any Project Agreement Assignment, the Project Agreement shall be deemed to be terminated on the date of such Project Agreement Assignment with respect to Project Co, and the provisions of Section 4.6 of Schedule 12 to the Project Agreement – Compensation on Termination, shall be deemed to apply as if compensation had been paid by Owner pursuant to Section 2.1 of Schedule 12 to the Project Agreement, and the Replacement Project Co shall have no liability for the non-performance of Project Co arising prior to the date of such Project Agreement Assignment, unless same is encompassed in the Rectification Obligations, provided the foregoing shall not limit the rights of Owner to subsequently deduct from payments owing by Owner under the Project Agreement those amounts which it would otherwise be entitled to deduct under the Project Agreement.

- 7.4 At the time of a Project Agreement Assignment or the entering into of a Replacement Project Agreement under Section 7.3, the Agent shall be required to cause the Replacement Project Co to enter into a construction contract, on terms substantially similar to the Construction Contract and an assignable subcontract agreement, on terms substantially similar to the form of the Assignable Subcontract Agreement for Construction Contract, and to make such other arrangements satisfactory to Owner under which the Replacement Project Co stands in the place of Project Co under the Lending Agreements, the Project Agreement and the Implementing Agreements.
- 7.5 During the Step-In Period, Owner shall deal with Appointed Representative instead of Project Co in connection with all matters related to the Project Agreement. Project Co agrees to be bound by all such dealings between Owner and Appointed Representative to the same extent as if they had been between Owner and Project Co.
- 7.6 For greater certainty, Agent acknowledges and agrees that its rights as Obligee under the Performance Bond shall be limited to the enforcement of the obligations of the Surety, as more particularly described in the Performance Bond, and shall be subject to Agent’s obligation as an Obligee to pay the Balance of the Contract Price. If Agent receives any benefit from the Surety under the Performance Bond or from the insurer under the Subguard Policy being a component of the Security and fails to complete or cause to have completed the obligations of the Contractor under the Construction Contract, Agent shall pay to Owner an amount equal to the amount of the proceeds received by Agent from the Surety and any insurance proceeds received by Agent under the Subguard Policy and not applied toward obtaining the completion of the unperformed obligations of the Contractor under the Construction Contract. For the purposes of this Section 7.6, the terms

“Obligee”, “Surety”, and “Balance of the Contract Price” have the meanings given to them under the Performance Bond.

8. STEP-OUT RIGHTS

- 8.1 Appointed Representative may, at any time during the Step-In Period, deliver written notice (a “**Step-Out Notice**”) to Owner to terminate the Step-In Period on the Step-Out Date.
- 8.2 On termination of the Step-In Period, where the Project Agreement has been assigned to the Replacement Project Co or a Replacement Project Agreement has been entered into as contemplated in Section 7.3, Owner and Appointed Representative shall be released from any obligations to the other arising during the Step-In Period, except as may arise under Section 6.4, Section 7.6 or Section 8.6(iii).
- 8.3 On termination of the Step-In Period, if (i) the Project Co Event of Default has not been cured, or (ii) the Project Agreement has not been assigned to a Replacement Project Co or a Replacement Project Agreement has not been entered into and any outstanding Project Co Event of Default has not been cured, then Owner shall confirm that, as consideration for the rights and benefits assigned to Owner pursuant to Section 8.3(c) below, it shall pay to Project Co or as Project Co may direct (in which case Owner shall not accept any redirection without consent of the Appointed Representative), an amount equal to the amount that would have been paid by Owner upon termination of the Project Agreement pursuant to the provisions of Section 2.1 of Schedule 12 to the Project Agreement – Compensation on Termination (and calculated and payable in accordance therewith) as if the date of such confirmation were the Termination Date (the “**Step-Out Amount**”) and upon such confirmation:
- (a) any rights and obligations between Appointed Representative on the one hand and Owner on the other hand, arising during the Step-In Period, shall be mutually released, except as may arise under Section 6.4, Section 7.6 or Section 8.6(iii);
 - (b) subject to payment of the Step-Out Amount by Owner, Owner shall have no further obligation to Appointed Representative or Project Co to pay the Owner Reimbursement Payment to Agent, Lender, Appointed Representative or Project Co on the achievement of Substantial Completion of the Work;
 - (c) Agent shall permit Owner thereupon to have the full benefit and entitlement to the Bonds, the Assignable Subcontract Agreement for Construction Contract and the Assignable Subcontract Agreements without regard to any interest therein of Agent, Lender or Project Co, and Agent agrees that Owner may thereafter proceed to enforce all of its rights under the Bonds, the Assignable Subcontract Agreement for Construction Contract and/or the Assignable Subcontract Agreements without regard to any rights in favour of Agent, Lender or Project Co and Agent shall notify the Surety under the Performance Bond that Owner is entitled to exercise all rights and take all benefits of the Obligee;

- (d) the provisions of Section 4.6(a) of Schedule 12 to the Project Agreement – Compensation on Termination shall, subject to payment of the Step-Out Amount by Owner, be, subject to Section 8.5, deemed to apply as between Project Co and Owner, *mutatis mutandis*, and the obligation to make Base Progress Payments shall devolve to and thereafter be assumed by Owner; and
- (e) the provisions of Sections 4.3 to 4.10, inclusive, of the Project Agreement shall no longer apply.

If an Enforcement Event has not been cured on the termination of the Step-In Period as aforesaid, then Owner may confirm that, as consideration for the rights and benefits assigned to Owner pursuant to Section 8.3(c), it shall pay to Project Co or as Project Co may direct, the Step-Out Amount, and the provisions of Sections 8.3(a), (b), (c), (d) and (e) above shall apply upon such confirmation. For greater certainty, nothing in this Section 8.3 shall affect the rights and obligations of the Contractor under the Construction Contract or the rights of the Surety under the Performance Bond.

- 8.4 There will not be more than one Step-In Period following the issuance by Owner of any one Project Co Default Notice.
- 8.5 Owner acknowledges and agrees that if Owner proceeds to exercise its rights as Oblige under the Performance Bond, unless Owner has arranged for a replacement Financing through Project Co, a Replacement Project Co or a substitute project co, then Owner shall be obligated to make the Base Progress Payments and to pay the applicable Value Added Tax subject to and in accordance with the requirements of the Construction Contract.
- 8.6 Owner hereby undertakes that it will not exercise any rights it may have under or arising out of any of the Assignable Subcontract Agreements except in accordance with the terms of the Assignable Subcontract Agreement. For greater certainty, and subject to (i) the consent of Owner, acting reasonably, (ii) the terms and conditions of or the ensured continuation of the Bonds and (iii) the undertaking of Agent and/or the Appointed Representative that, upon the exercise of any Step-Out Rights pursuant to Section 8, Agent and/or the Appointed Representative shall cause to be assigned to Owner, or as Owner may direct, all subcontracts which are assigned to or at the direction of Agent and/or the Appointed Representative as hereinafter provided, to the extent required in connection with the exercise by the Appointed Representative of the rights and remedies set forth in Section 7.3, Owner covenants and agrees with Agent that it shall, upon written request of Agent and as Agent and/or the Appointed Representative may direct, in respect of each subcontract which is the subject of any Assignable Subcontractor Agreement (an “ASA”), issue (i) an Assignment Notice (in accordance with and as defined in Section 3(c) of the ASA), to the subcontractor party thereto indicating therein as Assignee (as defined in the Section 3(c)), Agent, the Appointed Representative or as Agent or the Appointed Representative may otherwise direct, or (ii) a Direct Assignment Notice (in accordance with and as defined in Section 3(e) of the ASA) to the subcontractor party thereto indicating therein as GC Assignee (as defined in Section 3(d) of the ASA) any Replacement Contractor.

9. PAYMENT DIRECTION OF INTERIM REIMBURSEMENT PAYMENT, OWNER FINAL REIMBURSEMENT PAYMENT AND COMPENSATION PAYMENT

9.1 Owner acknowledges the assignment by Project Co of the Interim Reimbursement Payment Amount, the Owner Final Reimbursement Payment and any Compensation Payment to Agent under the security granted to Agent by Project Co under the Lending Agreements. Project Co hereby irrevocably directs Owner to pay the Interim Reimbursement Payment Amount, the Owner Final Reimbursement Payment and any Compensation Payment which becomes payable to Project Co in accordance with the Project Agreement, to Agent or as Agent may direct. Owner acknowledges such direction and agrees to pay the Interim Reimbursement Payment Amount, the Owner Final Reimbursement Payment and any Compensation Payment to Agent in accordance with such direction. Project Co acknowledges and agrees that payment by Owner of the Interim Reimbursement Payment Amount, the Owner Final Reimbursement Payment or any Compensation Payment in accordance with this Section 9.1 to Agent or as Agent may direct, constitutes payment by Owner to Project Co in satisfaction of Owner's obligation to pay the Interim Reimbursement Payment Amount and the Owner Final Reimbursement Payment or any Compensation Payment, as the case may be. For greater certainty, no Compensation Payment shall be payable on a termination of the Project Agreement by Appointed Representative as a result of Appointed Representative exercising its rights under Section 7.3(b) of this Lender's Direct Agreement.

10. ASSIGNMENT

10.1 Owner may assign or otherwise dispose of the benefit of the whole (but not part) of its interest in this Lender's Direct Agreement to any person to whom Owner assigns or otherwise disposes of its interest in the Project Agreement and the other Implementing Agreements pursuant to Section 38.2 of the Project Agreement, and shall provide written notice to Project Co and Agent of such assignment or disposition. Such assignee shall assume the obligations and acquire the rights of Owner under this Lender's Direct Agreement. Upon any such assignment or disposition, Owner shall be released from all of its obligations hereunder to the extent such obligations are assumed by the assignee. Project Co and Agent shall, at Owner's cost and expense, do all things and execute all further documents as may be necessary in connection therewith.

10.2 Agent may only assign or otherwise dispose of any interest in this Lender's Direct Agreement as permitted by the Lending Agreements, and with the prior written consent of Owner, such consent not to be unreasonably withheld or delayed. Agent shall cause the assignee to enter into an assumption agreement of this Lender's Direct Agreement in form and substance reasonably satisfactory to Owner with Project Co and Owner. Project Co and Owner shall, at Agent's cost and expense, do all things and execute all further documents as may be necessary in connection therewith.

10.3 Project Co may not assign or otherwise dispose of any interest in this Lender's Direct Agreement.

Where any Notice is provided or submitted to a Party via facsimile, an original of the Notice sent via facsimile shall promptly be sent by regular mail. For greater certainty, a notice given via facsimile shall not be invalid by reason only of a Party's failure to comply with this Section 11.2.

11.3 Change of Address

Any Party to this Lender's Direct Agreement may, from time to time, change any of its contact information set forth in Section 11.1 by prior Notice to the other Party, and such change shall be effective on the Business Day that next follows the recipient Party's receipt of such Notice unless a later effective date is given in such Notice.

11.4 Deemed Receipt of Notices

- (a) Subject to 11.4(b), a Notice given by registered mail shall be deemed to have been received on the third Business Day after mailing. Subject to Section 11.4(c), a Notice given by hand delivery shall be deemed to have been received on the day it is delivered. Subject to Sections 11.4(c) and 11.4(d), a Notice given by facsimile shall be deemed to have been received on the day it is transmitted by facsimile.
- (b) If the Party giving the Notice knows or ought reasonably to know of difficulties with the postal system which might affect negatively the delivery of mail, any such Notice shall not be mailed but shall be made or given by personal delivery or by facsimile transmission in accordance with this Section 11.4.
- (c) If any Notice delivered by hand or transmitted by facsimile is so delivered or transmitted, as the case may be, either on a day that is not a Business Day or on a Business Day after 4:00 p.m. (recipient's local time), then such Notice shall be deemed to have been received by such recipient on the next Business Day.
- (d) A Notice given by facsimile shall be deemed to have been received by the recipient on the day it is transmitted only if a facsimile transmission report (maintained by the sender) indicates that the transmission of such Notice was successful.

12. GENERAL

12.1 Amendments

This Lender's Direct Agreement may not be amended, restated, supplemented or otherwise modified except by an agreement in writing signed by duly authorized representatives of the Parties and stating on its face that it is intended to be an amendment, restatement, supplement or other modification, as the case may be, to this Lender's Direct Agreement.

12.2 Waiver

- (a) No waiver made or given by a Party under or in connection with this Lender's Direct Agreement shall be binding or effective unless the waiver is in writing, signed by an authorized representative of the Party giving such waiver, and delivered by such Party to the other Party. No waiver made with respect to any such right, power or remedy, in one instance will be deemed to be a waiver with respect to any other instance involving the exercise of the right, power, or remedy or with respect to any other such right, power, or remedy.
- (b) Failure by any Party to exercise any of its rights, powers or remedies hereunder or its delay to do so shall not constitute a waiver of those rights, powers or remedies. The single or partial exercise of a right, power or remedy shall not prevent its subsequent exercise or the exercise of any other right, power or remedy.

12.3 **Relationship Between the Parties**

Each of the Parties acknowledges that it is contracting on its own behalf and not as agent for any other person. This Lender's Direct Agreement is not intended to and does not create or establish between the Parties or between any of the Parties and the Province, including Infrastructure Ontario, any relationship as partners, joint venturers, employer and employee, master and servant, or of principal and agent, and does not create or establish any relationship whatsoever between Owner, the Province, including Infrastructure Ontario, and any Affiliate, representative or employee of Project Co or Agent.

12.4 **Entire Agreement**

Except where provided otherwise in this Lender's Direct Agreement, this Lender's Direct Agreement constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings, whether oral, written, express or implied, concerning the subject matter of this Lender's Direct Agreement.

12.5 **No Reliance**

- (a) Each of the Parties acknowledges that:
 - (i) it has not entered into this Lender's Direct Agreement on the basis of and does not rely, and has not relied, upon any statement or representation, whether negligent or innocent, or warranty or other provision, whether oral, written, express or implied, made or agreed to by any person, whether a Party to this Lender's Direct Agreement or not, except those expressly made, given or repeated in this Lender's Direct Agreement, and the only remedy or remedies available in respect of any misrepresentation or untrue statement or warranty made to it shall be those expressly provided for in this Lender's Direct Agreement; and
 - (ii) this Section 12.5 shall not apply to any statement, representation or warranty made fraudulently, or to any provision of this Lender's Direct

Agreement which was induced by fraud, for which the remedies available shall be all those available under Applicable Law.

12.6 Severability

If any provision of this Lender's Direct Agreement is declared invalid, unenforceable or illegal by the courts of a competent jurisdiction, such provision may be severed and such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Lender's Direct Agreement. If any such provision of this Lender's Direct Agreement is invalid, unenforceable or illegal, the Parties shall, acting in good faith, promptly negotiate new provisions to eliminate such invalidity, unenforceability or illegality and to restore this Lender's Direct Agreement as near as possible to its original intent and effect.

12.7 Enurement

This Lender's Direct Agreement shall enure to the benefit of, and be binding on each of the Parties and their respective successors and permitted transferees and assigns.

12.8 Governing Law and Jurisdiction

- (a) This Lender's Direct Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract, without regard to conflict of laws principles.
- (b) The Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom.

12.9 Cumulative Remedies

Except as otherwise set forth in this Lender's Direct Agreement, the rights, powers and remedies of each Party set forth in this Lender's Direct Agreement are cumulative and are in addition to and without prejudice to any other right, power or remedy that may be available to such Party under this Lender's Direct Agreement.

12.10 Further Assurance

Each Party shall do all things, from time to time, and execute all further instruments, agreements and documents necessary to give full effect to this Lender's Direct Agreement.

12.11 Costs

Each Party shall be responsible for paying its own costs and expenses incurred in connection with the negotiation, preparation and execution and delivery of this Lender's Direct Agreement.

12.12 Counterparts

This Lender's Direct Agreement may be executed in one or more counterparts. Any single counterpart or a set of counterparts executed, in either case, by all the Parties shall constitute a full, original and binding agreement for all purposes. Counterparts may be executed either in original, faxed or other electronic form provided that any Party providing its signature in faxed or other electronic form shall promptly forward to such Party an original signed copy of this Lender's Direct Agreement which was so transmitted.

12.13 Language of Agreement

Each Party acknowledges having requested and being satisfied that this Lender's Direct Agreement and related documents be drawn in English. Chacune des parties reconnaît avoir demandé que ce document et ses annexes soient rédigés en anglais et s'en déclare satisfaite.

12.14 Confidentiality

Agent shall comply with the obligations on the part of Project Co contained in Article 37 of the Project Agreement and this obligation shall survive the termination of this Lender's Direct Agreement.

12.15 Tombstone Marketing

For the purpose of "tombstone marketing", and in the case of Owner, other promotional purposes, each of Owner, Agent, Lender and Project Co (collectively, the "Grantors" and individually, a "Grantor") authorizes and consents to the reproduction, disclosure and use by any of them (collectively, the "Grantees" and individually, a "Grantee") of the names and identifying logos of any of the Grantors and the transactions herein contemplated, to enable each Grantee to publish promotional "tombstones". Each Grantor acknowledges and agrees that each Grantee shall be entitled to determine, in its discretion, whether to use such information and that no compensation will be payable by any Grantee resulting therefrom. No Grantee shall have any liability whatsoever to any Grantor or any of its employees, officers, directors, affiliates or shareholders, in obtaining and using such information in accordance with this Section 12.15. Notwithstanding the foregoing, each Grantee agrees to provide the applicable Grantor with a mock up of any such information prior to any publication and to obtain the applicable Grantor's consent to the use thereof, which consent shall not be unreasonably withheld.

[SIGNATURE PAGES IMMEDIATELY FOLLOW]

IN WITNESS WHEREOF the Parties have executed this Lender's Direct Agreement as of the date first above written.

THE ROYAL VICTORIA HOSPITAL OF BARRIE

Per: _____
Name: [REDACTED]
Title: [REDACTED]

Per: _____
Name: [REDACTED]
Title: [REDACTED]

I/We have authority to bind the corporation

CIT FINANCIAL LTD.

Per: _____
Name: [REDACTED]
Title: [REDACTED]

Per: _____
Name: [REDACTED]
Title: [REDACTED]

I/We have authority to bind the corporation

VANMED CONSTRUCTION CORPORATION

Per: _____
Name: [REDACTED]
Title: [REDACTED]

Per: _____
Name: [REDACTED]
Title: [REDACTED]

I/We have authority to bind the corporation

APPENDIX A
PRE-QUALIFIED PROPONENTS

[REDACTED]

**SCHEDULE 6
FORM OF CONSTRUCTION CONTRACT**

THIS CONSTRUCTION CONTRACT is made as of the • day of •, 2009

B E T W E E N:

VANMED CONSTRUCTION CORPORATION, a corporation
incorporated under the laws of Ontario

(“**Project Co**”)

- and -

VANBOTS, A DIVISION OF CARILLION CONSTRUCTION INC.,
a corporation incorporated under the laws of Ontario

(“**Contractor**”)

WHEREAS:

A. Pursuant to a project agreement dated as of the 4th day of February, 2009 between Project Co and Owner (such agreement, together with all amendments, supplements and modifications thereto and restatements or replacements thereof, being hereinafter called the “**Project Agreement**”), Project Co has agreed to perform the Construction Work.

B. Pursuant to the Project Agreement, Project Co has agreed to enter into this Construction Contract with Contractor, pursuant to which Contractor has agreed to perform the Construction Work.

NOW THEREFORE in consideration of the mutual covenants and agreements of the Parties hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions and Interpretation

- (a) This Construction Contract shall be interpreted in accordance with Schedule 1 – Definitions and Interpretation of the Project Agreement, applied *mutatis mutandis* and unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Project Agreement. For greater certainty, the Definitions and Interpretation shall be read or construed so as to conform to Sections 1.1(b) and (c) below.
- (b) The provisions of the Project Agreement relating to the Construction Work (as set out in the definition of “Construction Work”) are incorporated by reference *mutatis mutandis* into this Construction Contract. In the event of any conflict or

inconsistency between the provisions of this Construction Contract and the Project Agreement, the provisions of this Construction Contract shall govern and prevail. For greater certainty, the provisions of this Construction Contract relating to payment shall be interpreted and operate independently from the comparable provisions in the Project Agreement. Notwithstanding the foregoing, and for greater certainty, Contractor covenants and agrees to comply with the provisions of Section 6.1 (provided the term “Project Documents”, as used in Section 6.1, shall not include the Lending Agreements, Schedule 5 – Form of Lender’s Direct Agreement or Schedule 22 – Form of Performance Guarantee of Construction Guarantor) and Section 6.2 (provided that the term “Implementing Agreements”, as used in Section 6.2, shall be read as “sub-subcontracts”). For further certainty, Section 9.4(a), Article 18, Article 28, Article 36, Sections 38.3(a) and (b), Section 38.4 and Schedule 14 of the Project Agreement and such provisions are hereby incorporated by reference *mutatis mutandis* into this Construction Contract. Provided further that the term “Implementing Agreements” in Section 25.1(a)(xiii) shall be read as “Construction Contract”.

- (c) Without limiting the application of Section 1.1(a) and notwithstanding Section 1.1(b), any definition or principle of interpretation set out in Schedule 1 to the Project Agreement, or any provision of any Contract Document (other than this Construction Contract), to the contrary, the following provisions of the Project Agreement shall not apply to this Construction Contract and Contractor shall have no obligation with respect thereto, whether related to performance, compliance, observance or otherwise:
- (i) Recitals
 - (ii) Article 2
 - (iii) Sections 4.2, 4.3, 4.4, 4.5, 4.6, 4.11 and 4.13
 - (iv) Sections 6.3 and 6.4
 - (v) Article 7
 - (vi) Section 25.1(a)(iii)
 - (vii) Sections 38.3(c) and (d)
 - (viii) Article 41
 - (ix) Schedule 3 – Completion Documents
 - (x) Schedule 4 – Project Co Information
 - (xi) Schedule 5- Form of Lender’s Direct Agreement
 - (xii) Schedule 8 – Financial Model and Financial Information

- (xiii) Schedule 15 – Bid Bond
 - (xiv) Schedule 18 – Payments and Holdbacks
 - (xv) Schedule 22 – Form of Performance Guarantee of Construction Guarantor
 - (xvi) Schedule 23 – Form of Assignable Subcontract Agreement for Construction Contract
 - (xvii) Schedule 24 – Form of Trust Account Acknowledgement Agreement.
- (d) Where used herein, the phrase “the Project Agreement applied *mutatis mutandis*”, “incorporated by reference *mutatis mutandis*” and derivatives thereof, means that the applicable provisions of the Project Agreement shall be read and construed with all appropriate changes, including substituting references in the Project Agreement, where the context permits, as follows:
- (i) the Owner with Project Co, except for those references in the Project Agreement to Owner as a public hospital, in respect of which, the term “Owner” shall remain “Owner”;
 - (ii) Project Co with Contractor; and
 - (iii) the Project Agreement with the Construction Contract.

2. CONSTRUCTION WORK

2.1 Construction Work

- (a) Subject to the provisions of Article 1 and the provisions of this Construction Contract, Contractor shall perform all of the Construction Work in compliance with this Construction Contract and in such a manner so as not to cause Project Co to be in breach of its obligations to Owner pursuant to the Project Agreement in respect of the Construction Work.
- (b) For greater certainty, Contractor shall not be obligated by this Construction Contract for any covenant, agreement, undertaking or obligation of Project Co related to the Financing or the Cost of the Financing, including any obligations of Project Co under Section 6.4(a) of the Project Agreement, each of which are hereby expressly excluded from the scope of this Construction Contract.

3. GUARANTEED PRICE AND ADJUSTMENTS

3.1 Guaranteed Price and Adjustments

- (a) The Guaranteed Price hereunder, excluding Value Added Tax, shall be the Guaranteed Price under the Project Agreement less the Cost of the Financing as set out in Schedule 8 to the Project Agreement.

- (b) The Guaranteed Price hereunder will not be subject to adjustment despite changes in the Construction Work, unless such changes in the Construction Work constitute a Change in the Scope of the Construction Work. The parties further agree that the Guaranteed Price hereunder will only be adjusted where the Contract Documents specifically and expressly refer to an adjustment to the Guaranteed Price hereunder, and no claim for an adjustment to the Guaranteed Price hereunder on any legal or equitable basis outside of this specific and express right to an adjustment of the Guaranteed Price hereunder set out in the Contract Documents will be allowed. In order to be effective, any permitted adjustment to the Guaranteed Price hereunder must be provided for in a Change Order under Schedule 11 – Change Procedure, of the Project Agreement, which Schedule has been incorporated herein pursuant to Section 1.1(b) hereof.
- (c) The provisions of Section 3.2 of the Project Agreement shall apply *mutatis mutandis* and without duplication to this Construction Contract, with the intent that only the cash allowances permitted under the Project Agreement (including expenditures, excesses, deficits and surpluses) shall be permitted hereunder.

4. PAYMENTS

4.1 Base Progress Payments, Additional Owner Payments and Other Payments

All payments required to be made by Project Co to Contractor hereunder, including Base Progress Payments, Additional Owner Payments, the Certified Cost to Complete, the Substantial Completion Holdback, the Owner Holdback and any Legislative Holdbacks with respect thereto, shall be paid by Project Co to Contractor, together with applicable Value Added Tax, in accordance with the provisions of Appendix 1 to this Construction Contract and the applicable provisions of the Project Agreement applied *mutatis mutandis*. All provisions in the Project Agreement respecting such payments, including provisions with respect to the calculation, determination and payment thereof and the set-off, withholding and deduction therefrom, shall apply *mutatis mutandis* to this Construction Contract with the intent that payment of such amounts under the Project Agreement shall be deemed to be full satisfaction of any corresponding payment obligations to Contractor under this Construction Contract.

4.2 Value Added Tax

All payments to be made by Project Co to Contractor shall also include applicable Value Added Tax.

4.3 No Other Entitlement

Contractor shall not be entitled to any payments or compensation under or in connection with this Construction Contract, except for payments made under Section 4.1.

5. CHANGES

The Construction Work, the Guaranteed Price hereunder and the Contract Time, as such terms are applied and interpreted for the purposes of this Construction Contract, are subject to change, adjustment or variation only in accordance with the provisions of the Project Agreement. For greater certainty, Contractor shall not be entitled to any adjustment or variation to the Construction Work, the Guaranteed Price hereunder or the Contract Time except if and to the extent allowed to Project Co pursuant to the provisions of the Project Agreement.

6. CONSULTANT

Contractor acknowledges the appointment and role of the Consultant pursuant to the Project Agreement and agrees to be bound by the decisions, directions and instructions of the Consultant pursuant to those provisions of the Project Agreement incorporated herein, as such decisions, directions and instructions apply to the performance of the Construction Work by Contractor.

7. CROSS DEFAULT

A Project Co Construction Event of Default shall constitute a default by Contractor under this Construction Contract, provided that, for greater certainty, if the Contractor has received a copy of the notice of default provided to Project Co in accordance with Article 41 of the Project Agreement, Contractor shall not be entitled to any notice of or time period to remedy such Project Co Construction Event of Default.

8. LIMITS ON LIABILITY

For greater certainty, the limits on liability set out in Article 34 of the Project Agreement shall apply *mutatis mutandis* to this Construction Contract, provided that when the term “Work” is used in Section 34.2(a)(i)(A) of the Project Agreement the term “Construction Work” shall be substituted therefor.

9. BONDS

Contractor shall obtain and deliver to Project Co the Bonds on or before the Financial Close Target Date and shall provide satisfactory evidence with respect thereto to Project Co on or before the Financial Close Target Date. Each Bond shall be properly executed by a Surety or by an agent or an attorney in fact for the Surety, in which latter case, Contractor is required to submit with such Bond a power of attorney to the signatory agent or the attorney in fact executed by the Surety in a form satisfactory to Project Co to evidence the authority of the Agent or attorney in fact.

10. GENERAL

10.1 Notices to Parties

All notices, requests, demands, instructions, certificates, consents and other communications (each being a "Notice") required or permitted under this Construction Contract shall be in writing (whether or not "written notice" or "notice in writing" is specifically required by the applicable provision of this Construction Contract) and served by sending the same by registered mail, facsimile or by hand, as follows:

If to Contractor: Vanbots, a division of Carillion Construction Inc.
80 North Queen Street
Etobicoke, Ontario M8Z 5Z6

Fax No.: [REDACTED]
Attn.: [REDACTED]

If to Project Co: Vanmed Construction Corporation
50 Acadia Avenue
Markham, Ontario L3R 0B3

Fax No.: [REDACTED]
Attn.: [REDACTED]

10.2 Notice to Consultant

In addition to the notice requirements set out in Section 10.1, where any Notice is to be provided or submitted to the Consultant, it shall be provided or submitted by sending the same by registered mail, facsimile or by hand, as follows:

Salter Pilon Architects
151 Ferris Lane, Suite 400
Barrie, Ontario L4M 6C1

Fax No.: [REDACTED]
Attn.: [REDACTED]

10.3 Facsimile

Where any Notice is provided or submitted to a Party via facsimile, an original of the Notice sent via facsimile shall promptly be sent by regular mail or registered mail. For greater certainty, a notice given via facsimile shall not be invalid by reason only of a Party's failure to comply with this Section 10.3.

10.4 Change of Address

Either Party to this Construction Contract may, from time to time, change any of its contact information set forth in Section 10.1 or 10.2 by prior Notice to the other Party,

and such change shall be effective on the Business Day that next follows the recipient Party's receipt of such Notice unless a later effective date is given in such Notice.

10.5 Deemed Receipt of Notices

- (a) Subject to Sections 10.5(b), 10.5(c) and 10.5(d):
 - (i) a Notice given by registered mail shall be deemed to have been received on the third Business Day after mailing;
 - (ii) a Notice given by hand delivery shall be deemed to have been received on the day it is delivered; and
 - (iii) a Notice given by facsimile shall be deemed to have been received on the day it is transmitted by facsimile.
- (b) If the Party giving the Notice knows or ought reasonably to know of difficulties with the postal system which might affect negatively the delivery of mail, any such Notice shall not be mailed but shall be made or given by personal delivery or by facsimile transmission in accordance with this Section 10.
- (c) If any Notice delivered by hand or transmitted by facsimile is so delivered or transmitted, as the case may be, either on a day that is not a Business Day or on a Business Day after 4:00 p.m. (recipient's local time), then such Notice shall be deemed to have been received by such recipient on the next Business Day.
- (d) A Notice given by facsimile shall be deemed to have been received by the recipient on the day it is transmitted only if a facsimile transmission report (maintained by the sender) indicates that the transmission of such Notice was successful.

10.6 Miscellaneous

For greater certainty, and without limiting the application of the applicable sections of the Project Agreement which are applied to this Construction Contract *mutatis mutandis*, as aforesaid, this Construction Contract is to be governed and interpreted on a basis consistent with the provisions of Article 42 of the Project Agreement. Without limiting the generality of the foregoing:

- (a) the Parties shall do or cause to be done all such further acts and things as may be reasonably necessary or desirable to give full effect to this Construction Contract (and without limiting the foregoing, Contractor will at any time, and from time to time, execute and deliver or cause to be executed and delivered such further instruments and take such further actions as may be reasonably requested by Project Co in order to cure any defect in the execution and/or delivery of this Construction Contract); and

- (b) this Construction Contract shall enure to the benefit of the Parties hereto and their respective permitted successors and assigns and be binding upon the parties hereto and their respective successors and assigns.

11. CONTRACT CANCELLATION FEE

Contractor acknowledges and agrees that there will be no cost associated with the cancellation of this Construction Contract for the purposes of the calculation of the Default Termination Payment and the Non-Default Termination Sum under the provisions of Schedule 12 – Compensation on Termination, of the Project Agreement, other than cancellation charges and other costs associated with the termination of any commitments relating to the Construction Work under this Construction Contract that Contractor makes, enters into or incurs in respect of any such work and that are otherwise payable pursuant to the provisions of Schedule 12 – Compensation on Termination, of the Project Agreement.

[SIGNATURE PAGES IMMEDIATELY TO FOLLOW]

IN WITNESS WHEREOF the Parties have executed this Construction Contract as of the date first above written.

VANMED CONSTRUCTION CORPORATION

Per: _____
Name: **[REDACTED]**
Title: **[REDACTED]**

Per: _____
Name: **[REDACTED]**
Title: **[REDACTED]**

I/We have authority to bind the corporation

VANBOTS, A DIVISION OF CARILLION CONSTRUCTION INC.

Per: _____
Name: **[REDACTED]**
Title: **[REDACTED]**

Per: _____
Name: **[REDACTED]**
Title: **[REDACTED]**

I/We have authority to bind the corporation

**APPENDIX 1 TO SCHEDULE 6
PAYMENTS AND HOLDBACKS**

1. APPLICATIONS FOR PAYMENT

- 1.1 Applications for payment on account may be made monthly as the Construction Work progress.
- 1.2 Project Co and Contractor agree that for the purpose of calculating payment hereunder and for the amount of any Legislative Holdback under the Construction Contract such determination shall be based only upon the Cost of the Work.
- 1.3 Application for payment by Contractor shall be dated the last day of the agreed monthly payment period and the amount claimed shall be based on the value, proportionate to the Cost of the Work, of the Construction Work performed forming part of the Cost of the Work including Products delivered to the Site at that date. The application for payment shall also include and separately state the value of the Construction Work performed with respect to Change Orders or Change Directives the payment of which Project Co is responsible for and which are included within Additional Owner Payments. Applications for payment shall be made to the Consultant and to the Lender's Consultant at the same time. The Lender's Consultant shall be responsible for verifying the application for payment to the Lender.
- 1.4 Contractor shall submit to the Consultant and the Lender's Consultant, at least 14 days before the first application for payment, a schedule of values for the parts of the Construction Work so as to facilitate a valuation of applications for payment.

The schedule of values shall be made out in such form, broken down in such detail and supported by such evidence as Project Co and the Consultant and the Lender's Consultant may reasonably direct and when accepted by the Consultant and the Lender's Consultant and Project Co, shall be used as the basis for applications for payment, unless it is found to be in error.
- 1.5 Claims for Products delivered to the Site but not yet incorporated into the Construction Work shall be supported by such evidence as the Consultant may reasonably require to establish the value and delivery of the Products.
- 1.6 Contractor shall submit to Project Co, the Consultant and the Lender's Consultant a statement based on the schedule of values, a Workplace Safety & Insurance Board Certificate of Clearance, the updated Construction Schedule provided under Section 18.2(a) of the Project Agreement and an updated cash flow with each application for payment.
- 1.7 With the second and all subsequent applications for payment, except the final payment and release of holdback applications, Contractor shall submit a Statutory Declaration on CCDC Form 9A.

2. PROGRESS PAYMENTS

- 2.1 The Consultant will issue to Project Co, no later than 10 Business Days after the receipt of an application for payment from Contractor submitted in accordance with Section 1 of this Appendix 1, a certificate addressed to Owner of the progress of the Construction Work in relation to the schedule of values, a copy of which shall be provided to Contractor and the Lender's Consultant. Contemporaneously, the Consultant will issue a certificate for payment to Project Co of Additional Owner Payments payable by Project Co with respect to the application for payment from Contractor in the amount applied for or in such other amount as the Consultant determines to be properly due. If the Consultant requires amendments to the application, the Consultant will promptly notify Contractor in writing giving reasons for the amendment. The Lender's Consultant will be responsible, no later than 5 Business Days from receipt of the certificate of the progress of the Construction Work in relation to the schedule of values from the Consultant, for issuing certificates for payment to Lender and Contractor respecting Base Progress Payments. Project Co and the Consultant shall not be responsible for any delay in issuing a certificate for payment in respect of or for payment of Base Progress Payments on account of the activities of the Lender's Consultant and/or the Lender.
- 2.2 Payment to Contractor on account of Base Progress Payments and monthly progress payments with respect to Additional Owner Payments shall be made no later than 10 Business Days after the date of a certificate for payment issued by the Lender's Consultant or the Consultant, as the case may be.
- 2.3 Applications for progress payments will continue to be provided to the Lender's Consultant so long as any amount that has been held back by Project Co pursuant to the Construction Contract for the Construction Work completed prior to the Substantial Completion Date remains unpaid.
- 2.4 Notwithstanding the time periods provided regarding the approval and certification of payment by the Consultant or the Lender's Consultant in Section 2.1 of this Appendix 1 and for payment in Section 2.2 of this Appendix 1, respectively, the total period of time between receipt of the application for payment by Contractor and payment by Project Co shall be no more than 25 Business Days, except with respect to any amount held back from such payment by Project Co in accordance with the Construction Contract.
- 2.5 **Construction Liens**
- .1 Notwithstanding anything else in this Appendix 1 – Payments and Holdbacks, in the event a claim for a construction lien is registered against the Site arising from the performance of the Construction Work, and unless Contractor makes alternative arrangements to bond or otherwise secure the amount of the lien claim and costs associated therewith satisfactory to Project Co, acting reasonably, or Project Co receives any written notice of lien arising from the performance of the Construction Work, Project Co shall be entitled to withhold such portion of any payment otherwise due to Contractor in an amount Project Co reasonably determines would be required to satisfy the applicable lien claimant and any costs

and expenses incurred by Project Co in connection therewith, including such amount on account of costs of the lien claimant such that Project Co may, upon payment of the amount of the lien claim together with such costs into court, obtain an order vacating such lien pursuant to the *Construction Lien Act* (Ontario), until such time as such claim has been dealt with as provided below.

- .2 In the event that a written notice of a construction lien arising from the performance of the Construction Work is received by Project Co, and unless Contractor makes alternative arrangements to bond or otherwise secure the amount of the lien claim and costs associated therewith satisfactory to Owner acting reasonably, Contractor shall, within 30 days, at its sole expense, arrange for the withdrawal or other disposal of the written notice of a lien pursuant to the *Construction Lien Act* (Ontario).
- .3 If a construction lien arising from the performance of the Construction Work is registered against the Site, and unless Contractor makes alternative arrangements to bond or otherwise secure the amount of the lien claim and costs associated therewith satisfactory to Project Co, acting reasonably, Contractor shall, within 30 days, at its sole expense, vacate or discharge the lien from title to the Site. If the lien is merely vacated, Contractor shall, if requested, undertake Project Co's defence of any subsequent action commenced in respect of the lien at Contractor's expense.
- .4 If Contractor fails or refuses to vacate or discharge a construction lien or written notice of lien arising from the performance of the Construction Work within the time prescribed above, and unless Contractor makes alternative arrangements to bond or otherwise secure the amount of the lien claim and costs associated therewith satisfactory to Project Co, acting reasonably, Project Co shall, at its option, be entitled to take all steps necessary to vacate and/or discharge the lien, and all costs incurred by Project Co in doing so (including legal fees on a full indemnity basis and any payment which may ultimately be made out of or pursuant to security posted to vacate the lien) shall be for the account of Contractor, and Project Co may deduct such amounts from the amounts otherwise due or owing to Contractor.
- .5 Without limiting any of the foregoing, Contractor shall satisfy all judgments and pay all costs resulting from any construction liens arising from the performance of the Construction Work or any actions brought in connection with any such liens, or in connection with any other claim or lawsuit brought against Project Co by any person that provided services or materials to the Site which constituted part of the Construction Work.
- .6 The provisions of Sections 2.5.1 through 2.5.5 inclusive, of this Appendix 1, do not apply to construction liens (i) filed by Contractor which are claimed as a result of any default of Project Co to make payments to Contractor in accordance with the terms of the Construction Contract or (ii) filed by any Owner Party, including

for greater certainty Owner's own forces or Owner's other contractors, which are claimed as a result of work in relation to the Project.

3. PAYMENT OF HOLDBACK UPON SUBSTANTIAL COMPLETION

3.1 After the issuance by the Consultant of the certificate of substantial performance of the Construction Work under Section 16.2(c) of the Project Agreement and the certificate of Substantial Completion of the Construction Work under Section 16.2(d) of the Project Agreement, Contractor shall:

- .1 submit an application for payment of the holdback amount;
- .2 submit a written request for release of holdback including a declaration that no written notices of lien arising from the performance of the Construction Work have been received by it;
- .3 submit a Statutory Declaration CCDC 9A; and
- .4 submit an original Workplace Safety & Insurance Board Certificate of Clearance.

3.2 After the later of (i) the receipt of the documents set out in Section 3.1 of this Appendix 1, and (ii) the expiration of a period of 45 days from the date of publication of the certificate of substantial performance pursuant to the *Construction Lien Act* (Ontario), the Consultant shall issue a certificate for payment of the holdback amount.

3.3 Prior to the date of the release of the holdback, Contractor shall have removed from the Site all supplies, waste materials, rubbish and temporary facilities and all personnel except as required to achieve Final Completion or to correct any remaining Minor Deficiencies.

3.4 Subject to the provisions of Section 2.5 of this Appendix 1 and the removal of claims for lien preserved or perfected pursuant to the *Construction Lien Act* (Ontario) arising from the performance of the Construction Work, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable on the second Business Day following the receipt of the certificate for payment of the holdback amount pursuant to Section 3.2 of this Appendix 1.

4. COMPLETION

4.1 Contractor shall provide As-Built Drawings and Specifications, Record Documents, spare parts and shop drawings as soon as possible and in any event within 30 days of the Substantial Completion Date.

4.2 Save and except with Project Co's prior written approval, Contractor shall complete all deficient Phase 1A Work and assign and provide all of the Phase 1A Deliverables that remain outstanding no later than 120 days from the date when Completion of the Phase 1A Work is certified and shall complete all Minor Deficiencies and assign and provide all of the Project Deliverables that remain outstanding no later than 120 days from the date

when Substantial Completion of the Construction Work is certified, unless the reasons for any delay are acceptable to Project Co or the delay is caused by Project Co.

5. FINAL PAYMENT

5.1 When Contractor considers that the Construction Work is completed, Contractor shall submit an application for final payment. Contractor's application for final payment and release of finishing construction lien holdback, shall include the following documentation:

- .1 Contractor's written request for release of holdback, including a declaration that no written notices of lien arising from the performance of the Construction Work have been received by it;
- .2 Contractor's Statutory Declaration CCDC 9A;
- .3 Contractor's Workplace Safety and Insurance Board Certificate of Clearance; and
- .4 a written statement that the Construction Work has been performed to the requirements of the Contract Documents, itemizing approved changes in the Construction Work, the Consultant's written instructions, and modifications required by Governmental Authorities.

5.2 The Consultant will, no later than 10 days after the receipt of an application from Contractor for final payment, complete its review of the Construction Work to verify the validity of the application, and no later than the 3rd Business Day after completing the review, will notify Contractor whether the application is valid or give reasons why it is not valid.

5.3 When the Consultant finds Contractor's application for final payment valid, the Consultant will issue a final certificate for payment.

5.4 Subject to the other requirements of this Construction Contract, the unpaid balance of the Guaranteed Price hereunder shall become payable to Contractor on the later of:

- .1 the 2nd Business Day following the expiration of all liens pursuant to the *Construction Lien Act* (Ontario); and
- .2 the 2nd Business Day following the issuance of the Consultant's final certificate for payment,

subject to Project Co's right under the Construction Contract to withhold payment from the unpaid balance of the Guaranteed Price hereunder including for any amounts required pursuant to Section 6 of this Appendix 1, and any sums required to satisfy any lien or trust claims arising from the Construction Work.

6. WITHHOLDING OF PAYMENT

- 6.1 If because of climatic or other conditions reasonably beyond the control of Contractor, there are items of work that cannot be performed, payment in full for that portion of the Construction Work which has been performed, as certified by the Consultant, shall not be withheld or delayed by Project Co on account thereof, but Project Co may withhold, until the remaining portion of the Construction Work is finished, only such amount that the Consultant determines is sufficient and reasonable to cover the cost of performing such remaining Construction Work.

7. NON-CONFORMING WORKS

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

**SCHEDULE 7
KEY PERSONNEL**

[REDACTED]

SCHEDULE 8
[REDACTED]

SCHEDULE 9 COMMISSIONING PROGRAM

- 1.1** Project Co acknowledges that Commissioning of the Work as required under the Contract Documents is an integral and important part of the Work and undertakes to provide Owner with any assistance deemed necessary by Owner, the Consultant and the Commissioning Agent, if any is appointed by Owner, in respect of the Commissioning for the Project, including ensuring that the Project Co Parties provide whatever assistance Owner, the Consultant and the Commissioning Agent may reasonably require. Project Co shall be responsible for including in the Construction Schedule the schedule for all Commissioning as it relates to the applicable Phased Occupancy Dates, the Phase 1A Completion Date and the Substantial Completion Date. A portion of the Commissioning may, as set out in the Specifications in the Contract Documents, be completed prior to Substantial Completion of the Work and completion of Commissioning shall be required prior to Final Completion, except to the extent expressly provided in the Contract Documents to occur following Final Completion.
- 1.2** Owner, the Consultant and the Commissioning Agent will attend, in accordance with the schedule for Commissioning set out in the Construction Schedule, performance tests and demonstrations carried out by Project Co, the Project Co Parties, manufacturers, and other agents, in accordance with the Contract Documents and as is mutually satisfactory to both parties.
- 1.3** Project Co and the Project Co Parties will submit copies of all As-Built Drawings, records, manufacturer's written performance equipment data and specification sheets and shop drawings to Owner and the Consultant, and as Owner and the Consultant may reasonably request, and cooperate, and make reasonable efforts to ensure systems designated for Commissioning are complete and pre-tested as fully operational prior to scheduling tests and demonstrations with Owner, the Consultant and the Commissioning Agent.

SCHEDULE 10
HERITAGE GUIDELINES AND PROTOCOLS
BEST PRACTICE GUIDELINES FOR THE TREATMENT
OF HUMAN SKELETAL REMAINS DISCOVERED OUTSIDE
A LICENSED CEMETERY

The attached document is a “best practices” guideline describing the procedures for the treatment of human skeletal remains discovered outside a licensed cemetery. It reflects an agreement among members of the various ministries and agencies involved in the resolution of such burials (i.e., First Nations Burial Committee of Toronto; Toronto Police Service; Ministry of Citizenship, Culture and Recreation; Cemeteries Regulation Section of Ministry of Consumer and Commercial Relations; Ministry of Transportation; and The Office of the Chief Coroner) and reflects what is seen as the best practice.

The document is intended to serve as a guide to approval authorities as a discovery goes through the many different steps involved in a reburial to ensure that human remains are treated with respect and dignity and processed in a timely and efficient manner.

It is intended that this guide be reviewed periodically to reflect experiences with the topic. The signatories to this guideline have agreed to ensure that staffs within their jurisdictions have access to this guideline.

Should clarification be required, please refer to the *Cemeteries Act* (Revised) R.S.O. 1990 or contact one of the signatories.

Signatories:

First Nations Burial Committee of Toronto
Toronto Police Service
Ministry of Citizenship, Culture and Recreation
Cemeteries Regulation Section of Ministry of Consumer and Commercial Relations
Ministry of Transportation
Office of the Chief Coroner

The Discovery of Human Remains - Best Practices

Introduction

The following is designed to assist all those involved in responding to and addressing discoveries of human skeletal remains outside of a licensed cemetery. The advice is presented as a series of best practices among the many overlapping interests and jurisdictions of several ministries, agencies, police services and other government bodies that are triggered when human skeletal remains are uncovered. This approach has been developed with the support and approval of the First Nations Burial Committee of Toronto. The practices outlined here are equally applicable to discoveries of human remains across Ontario.

These best practices support the existing regulatory and statutory mechanisms in Ontario. Responsibility for a burial passes through a number of jurisdictions (i.e., Police, Coroner, Cemeteries Regulation Section) and the intent of this document is to ensure this flow is effective and seamless. This information should be read along with the attached flow chart outlining the mandatory process to be followed under existing statutes. Although the flow chart describes the process as being linear, in many instances events can and do happen simultaneously.

A Note on Public Notification

Getting through the entire discovery and disposition process when human remains are found will see the authority of the issue shift among several agencies. As such, until all investigations have been carried out and the disposition resolved, formal press releases or contacting the media should only occur if all affected authorities have concurred (i.e. police, coroner and Cemeteries Registrar). In addition, after all investigations have been completed, the concerns of the landowner and group acting as representative for the deceased (e.g. First Nation) should be considered before media contact. Premature media notification, particularly prior to having accurate identification of the deceased, will lead to misinformation, misplaced concerns being raised, and potentially a hardening of attitudes. This can make a final disposition agreement more difficult to reach.

Any media interest should be directed to the agency that has authority over the burial site at the time of the media contact (i.e. police, Coroner's Office or Cemeteries Registrar). Media photography of the remains should be avoided: a publicly displayed photograph of skeletal remains is both disrespectful to the deceased and offensive to representatives for the deceased.

A Note on Archaeology

It is important to note that the discovery of human remains will occur in two basic contexts: either through accidental discovery by an individual in unexpected circumstances, or through discovery as part of an archaeological examination/excavation of a locale by a trained archaeologist, licensed by the Ministry of Citizenship, Culture & Recreation (MCzCR) under the *Ontario Heritage Act*. In the latter case, the archaeologist will possess the skills, knowledge and expertise to assist both the police and coroner in determining the age of the interment, as well as to assist the landowner in generating the information the Cemeteries Registrar will require to determine the nature, extent and cultural affiliation of the persons buried. His or her presence at the front end of the discovery process will greatly aid all authorities in making quick and accurate determinations, and as such should be relied on as much as possible in such circumstances.

Under the Coroner's Act

- .1 A person finding skeletal material may first contact staff in an agency other than the police or coroner (e.g. MCzCR or Ministry of Consumer & Commercial Relations [MCCR] staff). When that occurs, the person is to be immediately instructed to report the find to the local police or coroner. An appropriate contact list (e.g. Regional Coroner's offices) should be maintained by all agencies that may be first contacted about such a discovery.

- .2 When the police are first contacted they will attend the scene, protect the site and contact the local coroner. The coroner, or the police on behalf of the coroner, will conduct an investigation to determine if: a) the skeletal material is human and b) if the site represents a crime scene. The investigators will need to obtain all the information required to make a determination. However, efforts should be made at this stage to minimize site disturbance. All bone and associated grave goods still embedded in the ground should not be disturbed unless removal is essential for the coroner to make a determination. Poking, pulling, and digging up the bone in an uncontrolled manner can quickly destroy critical data essential to making accurate identifications.
- .3 Whenever possible, the police and coroner should seek the assistance of an archaeologist in conducting the investigation. This is especially critical since burials are archaeological deposits in their own right, and are often found as part of more extensive archaeological deposits. As such, confirming an association of the burial with a surrounding archaeological site will help determine whether or not the remains are part of a crime scene. Also, the archaeologist can help ensure that the larger heritage resource is not destroyed or damaged during investigation of the skeletal material. MCzCR staff can sometimes be called on to visit the scene with the police.
- .4 Archaeologists will consider issues such as the condition and discoloration of the bone, presence of artefacts around the discovery site, and knowledge of known archaeological sites in the area to determine chronological (and cultural) associations. If intact deposits are examined, features such as the presence/absence of a coffin, depth of remains, position of body, presence of grave goods, etc., will also assist the determination.
- .5 When skeletal material is found and it is not readily obvious that this material is either a burial or crime scene, coroners will often employ the services of a physical anthropologist or osteologist to examine the bone in detail. While the coroner requires only a basic determination of age (i.e. recent vs. historic/ancient) and nature of the interment, the physical anthropologist's study can also determine cultural affiliation (based on the presence/absence of specific skeletal traits), age of the individual at death, sex, and even funerary practices. This information will be essential for both the Cemeteries Registrar's investigation, as well as for the deceased's representative in determining the appropriate re-interment requirements. As such, latitude in allowing the physical anthropologist to complete a full, basic descriptive analysis of the skeletal material as a part of the coroner's investigation will greatly aid in addressing remaining issues associated with this process.
- .6 When the Coroner is satisfied the discovery site is not a crime scene, it is essential that he/she notifies the Registrar of Cemeteries of the discovery, and passes along any relevant information (e.g. contacts, results of any analyses, etc.). It is also essential that the landowner understand that he/she will need to preserve and

protect the site from the point when the police are no longer involved, and until a disposition is made under the *Cemeteries Act*.

Under the *Cemeteries Act*

1. Under the *Cemeteries Act*, the Registrar will be required to determine and formally declare what the locale is: either an irregular burial site (unintentional interment), or an unapproved cemetery or unapproved Aboriginal Peoples cemetery. When the information is not already in hand (i.e. based on archaeological findings or the results of the coroner's investigation) the landowner normally will be required to undertake an investigation. Such an investigation will generate the information necessary for the Registrar to make an accurate declaration.
2. In most cases, such investigations will be undertaken by a licensed and qualified archaeologist hired by the landowner. MCzCR ensures that the Cemeteries Registrar has a current list of such licensees which can be made available to the landowner.
3. The intent of the investigation is to provide the Cemeteries Registrar with, the data necessary to make a declaration. As such, burial investigations will minimize normal archaeological fieldwork and reporting requirements. It will be determined following the Registrar's declaration and disposition agreement reached between landowner and deceased's representative whether disinterment is necessary.
4. The investigation for the Registrar must determine whether or not the interment(s) were intentional, and the basis on which this is made, the cultural affiliation of the deceased, and the defined limits of the area containing burials, the style and manner in which the remains are interred, and a description of the artefacts determined to form part of the burial site. It may also be necessary to determine the exact number of discrete burials present in the area. Excavation methods should maximize recovery of this data, while minimizing disturbances to the remains. Recording should also be limited to that required by the Registrar (e.g. emphasis on mapping location of burials in relation to property lines, existing structures, or other reference points). MCzCR will advise licensed archaeologists of the appropriate archaeological methods.
5. During the investigation, the remains must be treated with respect and care. All artefacts found in the burial are to be considered grave goods, and should be treated as part of the burial, and kept with the skeletal remains. Burials must not be unnecessarily exposed to the elements or to casual viewing, and must be covered over as soon as possible following identification. The landowner continues to be responsible for preserving and protecting the site during this investigation, and until a disposition is made under the *Cemeteries Act*.
6. At the conclusion of the investigation a report must be submitted to the Registrar. This report will need to include the information required in Point 4. For sites that date to the last 200 years, historical research (e.g. land title search, newspapers, local informant interviews, etc.) may be required to answer some of the information points outlined in

Point 4. This report will also serve to address the archaeologist's reporting requirements for the license issued by MCzCR under the *Ontario Heritage Act*.

7. Once the Registrar can make a declaration, and the locale is determined to be an unapproved cemetery, he/she will locate a representative for the deceased. If the locale is an unapproved Aboriginal Peoples cemetery, the Registrar will contact the nearest First Nation Government. Another community of Aboriginal People whose members have a close cultural affinity to the interred person may also act as representative. As well, if agreed-to and established before-hand, a designated "Burials Committee" can serve as the first point of Aboriginal contact for the Registrar. If the burial is non-aboriginal, the Registrar will attempt to find a representative through media notification. Where no descendant is found, a representative of the same religious denomination as the person buried can act for the deceased.
8. The representative and landowner will agree to a disposition agreement outlining what is to be done with the burials. Where there is no agreement, binding arbitration is provided under the *Cemeteries Act*. Typically there are three options: 1) leave the remains intact and establish the site as a cemetery; 2) establish a cemetery nearby, remove the remains and re-inter them there; 3) remove the remains and reinter them in an existing cemetery. The option selected with respect to an unapproved cemetery or unapproved Aboriginal Peoples cemetery will be negotiated between the landowner and representative for the deceased.
9. If the discovery is declared to be an irregular burial site, there are three options: 1) leave the remains intact and establish the site as a cemetery; 2) establish a cemetery nearby, remove the remains and re-inter them there; 3) remove the remains and re-inter them into an existing cemetery. The landowner will decide which option and is responsible for all costs.
10. In respect to an unapproved cemetery or unapproved Aboriginal Peoples cemetery, if a disinterment/reburial option is selected, the burials will need to be fully uncovered, removed and reinterred with a minimum of damage and time. Costs associated with a disposition agreement will be negotiated by the landowner and representative. While the time it takes to complete this work will be subject to the wishes of the landowner and representative, factors such as the number and nature of interments, level of observations required by the representative for re-interment purposes, etc., will affect the length of time needed to complete the removal and re-interment. Consequently, in order to minimize time while maximizing care and documentation, this work is best done by a licensed archaeologist under the direction of the disposition agreement.
11. During removal, detailed observations will need to be made of the archaeological context of the burial to ensure that all associated remains and grave goods are fully recovered. Age at death and sex of the individual should also be noted. This information will assist in determining the appropriate methods of re-interment, as well as to assist in determining what specific ceremonies need to accompany the reburial. Basic mapping can be used to aid in making these observations. No scientific analysis of the skeletal remains or grave

goods can occur during this process without the consent of the representative of the deceased.

12. Should the disposition agreement impact on adjacent archaeological remains, or should concerns be raised for these deposits during negotiations, MCzCR will advise and work closely with the Cemeteries Registrar and others concerned to determine what is the most appropriate course of action. MCzCR will also assist in mediating any issues that might arise between the licensed archaeologist and other parties.

July 15, 1998

**CULTURAL HERITAGE PROTOCOL
AGREEMENT BETWEEN
THE MINISTRY OF GOVERNMENT SERVICES &
THE MINISTRY OF CULTURE & COMMUNICATIONS**

Introduction

The Cultural Heritage Protocol is an agreement between the Ministry of Government Services (MGS) and the Ministry of Culture and Communications (MCC) concerning the development of a process for identifying and protecting cultural heritage resources affected by those MGS real property undertakings addressed in the MGS Parent Class Environmental Assessment (EA).

Effective July 1, 1991, the Protocol applies to Ontario Regulation 1/90 (MGS 1021, and is intended to continue under and in parallel with the functioning of the MGS Parent Class EA.

Cultural Heritage Resources

The following are cultural heritage resources based in real property:

- archaeological sites
- buildings and structural remains of historical, architectural and contextual value
- districts or landscapes of historic and scenic value in rural, village and urban contexts
- places which hold significance because of sacred value or long traditional use

MGS Responsibilities

As a purchaser, property owner or vendor, MGS is responsible for protecting the provincial interest in preserving its cultural heritage resources. As a tenant, MGS must not adversely affect cultural heritage resources on leased property.

Implementation Plan

MGS will implement the Protocol in two phases commencing before the implementation date of MGS Parent Class EA.

- **Phase 1** is a short-term assignment to be performed by consultants in 3 stages.
- **Phase 2** is an ongoing responsibility requiring permanent resources.

Phase 1:

This phase will be implemented in 3 stages as follows:

- A. MGS will retain a consultant to carry out the following steps:
 - 1. Develop operational definitions of the cultural heritage resources listed above.
 - 2. Develop simple and effective criteria for determining whether or not a property has potential heritage significance.
 - 3. Prepare a list of available MGS, MCC and other government data sources for the recognition of cultural heritage resources.
 - 4. Identify and review existing guidelines; adopt/adapt relevant materials for MGS purposes, resulting in:
 - (a) A Guideline for Appropriate Documentation indicating where, when, who, and to what extent documentation should be collected for buildings, groups of structures, structural remains, districts and landscapes.
 - (b) An Evaluation System which can assess the significance of the resource being documented.
 - (c) A Guideline for Maintenance, Repair and Alteration identifying appropriate means of carrying out changes, renovation, rehabilitation, restoration, or additions to structures which have heritage significance.
 - 5. Assemble a list of government and non-government consultative sources, based on the stakeholders listed below, for the four categories of cultural heritage resources.
 - 6. Develop heritage inventory forms which can be used by field staff and serve as the basis for a physical file.
- B. MGS will retain consultants on a regional basis to carry out the following steps:
 - 1. Review additional non-government consultative sources, based on die stakeholders listed in Phase 2 “Evaluation Process”, for the four categories of cultural heritage resources.
 - 2. Review MGS buildings and identify the potential cultural heritage resources: note any heritage implications of pertinent MGS building sites and develop an interim listing.
 - 3. Document any immediate threats to die heritage features, and the implications the heritage features might have on future property management or development.
- C. MGS will retain the consultant for Phase 1A to carry out the following step:
 - 1. Review existing guidelines, as well as the “generic guidelines” developed in Phase 1A (step #4), and adopt/adapt relevant materials for MGS purposes, resulting in:

- (a) A Guideline for the Assessment of Archaeological Sites indicating where, when and how to access.
- (b) A Guideline for Mitigative Measures relating to projects involving heritage structures. This would describe the appropriate means of dealing with unavoidable impacts and discuss relocation, moth balling, demolition and reassembly, screening, etc.
- (c) A Guideline for Compatible Development indicating appropriate ways to build new structures which are compatible with existing buildings, districts or landscapes.

Phase 2:

This phase may commence before the completion of Phase 1, and will involve the following activities:

A. Evaluation Process

Using the “generic guidelines” from Phase 1A (Step #4), MGS will carry out active evaluations for specific projects, involving the collection of any necessary data, to determine the significance, options and courses of action to be documented in evaluation reports.

For specific undertakings, MGS and MCC will evaluate potential cultural heritage resources in consultation with stakeholders:

- for archaeological sites:
 - contact MCC, Ministry of Natural Resources (MNR), aboriginal groups, historical societies
- for buildings and structural remains of buildings:
 - contact MCC, local architectural conservation advisory councils (LACACs), historical societies, local and regional municipalities
- for districts or landscapes of historic and scenic value in rural, village and urban contexts:
 - contact local and regional municipalities and LACACs
- for unorganized territories:
 - contact MNR, Ministry of Municipal Affairs, aboriginal groups
- for places which hold significance because of sacred values or long traditional use:

- contact aboriginal groups, local and regional municipalities

Upon approval of the MGS Parent Class EA, MGS will follow the consultation process outlined in the “Class EA Methodology” (Section 4).

B. Inventory

An inventory is required to capture and access heritage-related information. Based on the “interim listing” prepared as part of Phase 1B (Step #2), any prevailing Information System will have fields to flag whether a property has, has not or may have heritage significance.

These “flags” must be cross-referenced to evaluation reports developed as part of the “evaluation process” which describe the heritage features in detail, identify immediate threats to them, and examine their potential implications on future property management or development.

The inventory will require ongoing maintenance, and must be readily available to MGS personnel.

Tim Casey
Assistant Deputy Minister Realty Group
Ministry of Government Services

Linda Stevens
Assistant Deputy Minister Cultural Division
Ministry of Culture and Communications

SCHEDULE 11 CHANGE PROCEDURE

1. GENERAL

- 1.1** Owner, through the Consultant, without invalidating this Project Agreement, may make Changes in the Scope of the Work consisting of additions, deletions, or other revisions to the Work by Change Order or Change Directive.
- 1.2** Project Co shall not perform a Change in the Scope of the Work without a Change Order or a Change Directive. This requirement is of the essence and it is the express intention of the parties that any claims by Project Co for a change in the Guaranteed Price and/or Contract Time shall be barred unless there has been strict compliance with the requirements of this Schedule. No course of conduct or dealing between the parties, no express or implied acceptance of alteration or additions to the Work and no claims that Owner has been unjustly enriched by any alteration or addition to the Work, whether in fact there is any such unjust enrichment or not, shall be the basis of a claim for additional payment under this Contract or a claim for any extension of the Contract Time.
- 1.3** Supplemental Instructions are subject to the provisions of the Contract Documents and will not result in a Change Order or a Change Directive. Any actions taken by Project Co in response to such instructions are at Project Co's risk and included in the Guaranteed Price and in the Contract Time.
- 1.4** The Consultant shall copy Lender and Lender's Consultant on all Change Orders, Change Directives and Supplemental Instructions.

2. CHANGE ORDER

- 2.1** When a Change in the Scope of the Work is proposed or required, the Consultant shall provide a Contemplated Change Notice to Project Co. Any adjustment to the Guaranteed Price or to the Contract Time as a result of the proposed Change in the Scope of the Work, shall be recorded in a Change Order in accordance with Section 2.2 of this Schedule 11. If the proposed Change in the Scope of the Work is anticipated by Project Co to result in an adjustment of the Guaranteed Price, Project Co shall provide to Owner and the Consultant a written explanation and details of the adjustment. Any adjustment to the Contract Time shall only be to the extent that the critical path of the Construction Schedule is affected by the change to the Work and Project Co shall not be entitled to claim any ownership of the Schedule Cushions.
- 2.2** When Owner and Project Co agree to the adjustments in the Overhead and Profit Fee, Guaranteed Price and Contract Time or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a Change Order, signed by Owner and Project Co. The value of the Work performed as a result of a Change Order shall be included in applications for progress payments as Additional Owner Payments.

2.3 The value of Changes in the Scope of the Work shall be determined by one of the following methods as selected by Owner:

- .1 A lump sum amount (but excluding any amount on account of an increase to the Cost of the Financing) substantiated by an itemized cost breakdown acceptable to the Consultant and Owner which lump sum shall be reasonable and consistent with market rates in the local market, if available, and if not available, in accordance with competitive market rates for such a project otherwise available at the time such Work is performed, and which will include an Overhead and Profit Fee applied in accordance with Section 2.4 of this Schedule 11.
- .2 The aggregate of the Cost, as defined herein, and the Overhead and Profit Fee, as determined in accordance with Section 2.4 of this Schedule 11, all substantiated by an itemized cost breakdown acceptable to Owner and the Consultant, and which may be initiated with a maximum change order amount at the option of Owner. “Cost” shall be actual net cost to Project Co, excluding its overhead and profit, as agreed to by Owner and Project Co, and as determined pursuant to the Cost of the Work provisions applicable to Changes in the Scope of the Work set out in Sections 2.5, 2.6, 2.7 and 2.8 of this Schedule 11, provided that all such actual costs must be reasonable, consistent with market rates in the local market, if available, and if not available, in accordance with competitive market rates for such a project otherwise available at the time such Work is performed and substantiated in full detail to the satisfaction of the Consultant and Owner. Such Costs shall be subject to full and complete audit at all reasonable times by the representatives of the Consultant and Owner. This method of determining the value of a change in the Work shall extend to the Project Co Parties as applicable. Labour rates, labour productivity rates and discounts of Project Co Parties, and all material and trade rates and discounts applicable to changes, shall be submitted to Owner and shall be subject to Owner’s approval prior to the execution of the applicable contracts with Project Co Parties. The pricing of all materials and Products involved in changes shall be at the actual cost, including discounts, and not at manufacturer’s list or suggested retail prices.
- .3 Unit prices as set out in Appendix A to this Schedule 11 or subsequently agreed upon, which shall include overhead, profit and other reasonable charges of Project Co, which shall be the total cost to Owner. Where applicable, adjustment to the Guaranteed Price shall be based on net quantity difference from original quantity.

2.4 “Overhead and Profit Fee”, as that term is referred to in Sections 2.3.1 and 2.3.2 of this Schedule 11, shall be a percentage of the Cost, as defined in Section 2.3.2 of this Schedule 11, and as listed below, and shall include Project Co’s, the Contractor’s and the other Subcontractors’ overhead and profit, as applicable; provided that as between Project Co and the Contractor, only one aggregate Overhead and Profit Fee may be charged. “Overhead” means any cost incurred for maintaining a viable business, including:

- .1 licensing required for conducting business in a jurisdiction;

- .2 salaries, wages, benefits for office personnel, general management, warehouse personnel, maintenance workers and other employees engaged in daily operations at the place of business;
- .3 general office expenses not related to an individual project, including rent, leases, mortgages, financing costs including holdback, utilities, disposal charges and related services, telephone, light, power, water, utilities and heat;
- .4 leased or rented equipment, furniture and facilities not used on the Site;
- .5 office supplies, including stationery, postage and other office supplies, equipment, computer hardware and software;
- .6 Project related office expenses, including permits and/or licenses required by authorities having jurisdiction, phone, fax, internet, printing, courier charges, office equipment rentals, lodging and travel;
- .7 Project related Site expenses, including site/trailer office(s) and sheds, including cost of telephone, light, power, utilities, water and heat used therein, Project safety (hoarding, signage, bump lines, etc.), Site security, fire prevention, snow removal, winter conditions, surveying, coordination of service disruption, Project signage, sanitary facilities, water, power, heat, temporary protection of areas adjacent to the Work, As-Built Drawings and maintenance manuals;
- .8 salaries, wages, benefits for Project Co's project manager, foreman and supervisor, Project superintendent, mechanical and electrical coordinator;
- .9 licenses, permits, certificates, fees and deposits except when these are special for a particular item of Work; and
- .10 printing charges for proposed changes, Change Orders and Drawings for use in the Work by Project Co and the Project Co Parties. (the Consultant will provide one (1) copy of change notice documentation and in the event of re-issue of full size Drawings, will provide one (1) reproducible and one (1) print).

At Project Co's option, if the Contract Time is extended as a result of a Change Order, then the expenses referred to in Sections 2.4.6, 2.4.7 and 2.4.8 of this Schedule 11 for the extended period that are specifically related to the Change Order, may be excluded from the Overhead and Profit Fee and included in the Cost of the Work in accordance with Section 2.6 of this Schedule 11, and the applicable Project Co's and Contractor's Overhead and Profit Fee referred to in Section 2.5 of this Schedule 11, shall be reduced by [REDACTED]% and applied to the entire scope of the Change Order.

In addition, at Project Co's option, if an extension of the Contract Time would have occurred but for the utilization of additional resources by Project Co which may include premium time and overtime, then the expenses referred to Sections 2.4.6, 2.4.7 and 2.4.8 of this Schedule 11 that are specifically related to additional resources utilized by Project Co, may be excluded from the Overhead and Profit Fee and included in the Cost of the

Work in accordance with Section 2.6 of this Schedule 11, and the applicable Project Co's and Contractor's Overhead and Profit Fee referred to in Section 2.5 of this Schedule 11 shall be reduced by [REDACTED]% and applied to the entire scope of the Change Order. The determination of whether the utilization of additional resources by Project Co did avoid an extension of the Contract Time shall, subject to the provisions of Schedule 14 – Dispute Resolution Procedure, be determined by the Consultant based on the impact of such utilization of additional resources on the critical path of the Construction Schedule.

- 2.5** In determining the value of Scope Changes, Owner will be permitted to aggregate only the value of Changes in the Scope of the Work that arise out of Owner initiated Change Orders which relate to the same category, location or component of Work.

On Scope Changes having a value of \$[REDACTED] or less:

The aggregate of Project Co's and the Contractor's Overhead and Profit Fee on Scope Changes will be permitted as follows, without duplication:

- .1 Within the scope of Project Co's and/or the Contractor's own work force, the Overhead and Profit Fee shall not be more than [REDACTED]% of that portion of the Cost performed by Project Co's or the Contractor's own workforce.
- .2 Project Co's or the Contractor's total Overhead and Profit Fee for the work performed by a Subcontractor shall not be more than [REDACTED]% of that portion of the Cost performed by the Subcontractor.

The Subcontractor's (excluding the Contractor) Overhead and Profit Fee on Scope Changes will be permitted as follows, without duplication:

- .3 Within the scope of the Subcontractor's own work force, the Overhead and Profit Fee shall not be more than [REDACTED]% of that portion of the Cost performed by the Subcontractor's own workforce.
- .4 The Subcontractor's total Overhead and Profit Fee for the work performed by a Sub-Subcontractor shall not be more than [REDACTED]% of that portion of the Cost performed by the Sub-Subcontractor.
- .5 No Overhead and Profit Fee on credits will be permitted.

On Scope Changes having a value of \$[REDACTED] to \$[REDACTED]:

The aggregate of Project Co's and the Contractor's Overhead and Profit Fee on Scope Changes will be permitted as follows, without duplication:

- .6 Within the scope of Project Co's and/or the Contractor's own work force, the Overhead and Profit Fee shall not be more than [REDACTED]% of that portion of the Cost performed by Project Co's and/or the Contractor's own workforce.

- .7 Project Co's and/or the Contractor's total Overhead and Profit Fee for the work performed by a Subcontractor shall not be more than [REDACTED]% of that portion of the Cost performed by the Subcontractor.

The Subcontractor's (excluding the Contractor) Overhead and Profit Fee on Scope Changes will be permitted as follows, without duplication:

- .8 Within the scope of the Subcontractor's own work force, the Overhead and Profit Fee shall not be more than [REDACTED]% of that portion of the Cost performed by the Subcontractor's own workforce.
- .9 The Subcontractor's total Overhead and Profit Fee for the work performed by a Sub-Subcontractor shall not be more than [REDACTED]% of that portion of the Cost performed by the Sub-Subcontractor.
- .10 No Overhead and Profit Fee on credits will be permitted.

On Scope Changes having a value of \$[REDACTED] to \$[REDACTED]:

The aggregate of Project Co's and the Contractor's Overhead and Profit Fee on Scope Changes will be permitted as follows, without duplication:

- .11 Within the scope of Project Co's and/or the Contractor's own work force, the Overhead and Profit Fee shall not be more than [REDACTED]% of that portion of the Cost performed by Project Co's and/or the Contractor's own workforce.
- .12 Project Co's and/or the Contractor's total Overhead and Profit Fee for the work performed by a Subcontractor shall not be more than [REDACTED]% of that portion of the Cost performed by the Subcontractor.

The Subcontractor's (excluding the Contractor) Overhead and Profit Fee on Scope Changes will be permitted as follows, without duplication:

- .13 Within the scope of the Subcontractor's own work force, the Overhead and Profit Fee shall not be more than [REDACTED]% of that portion of the Cost performed by the Subcontractor's own workforce.
- .14 The Subcontractor's total Overhead and Profit Fee for the work performed by a Sub-Subcontractor shall not be more than [REDACTED]% of that portion of the Cost performed by the Sub-Subcontractor.
- .15 No Overhead and Profit Fee on credits will be permitted.

On Scope Changes having a value of \$[REDACTED] and over:

The aggregate of Project Co's and the Contractor's Overhead and Profit Fee on Scope Changes will be permitted as follows, without duplication:

- .16 Within the scope of Project Co's and/or the Contractor's own work force, the Overhead and Profit Fee shall not be more than [REDACTED]% of that portion of the Cost performed by Project Co's and/or the Contractor's own workforce.
- .17 Project Co's and/or the Contractor's total Overhead and Profit Fee for the work performed by a Subcontractor shall not be more than [REDACTED]% of that portion of the Cost performed by the Subcontractor.

The Subcontractor's (excluding the Contractor) Overhead and Profit Fee on Scope Changes will be permitted as follows:

- .18 Within the scope of the Subcontractor's own work force, the Overhead and Profit Fee shall not be more than [REDACTED]% of that portion of the Cost performed by the Subcontractor's own workforce.
- .19 The Subcontractor's total Overhead and Profit Fee for the work performed by a Sub-Subcontractor shall not be more than [REDACTED]% of that portion of the Cost performed by the Sub-Subcontractor.
- .20 No Overhead and Profit Fee on credits will be permitted.

2.6 For the purposes only of determining the value of Changes in the Scope of the Work under Section 2.3.2 of this Schedule 11, the Cost of the Work, which excludes Value Added Tax, shall mean the actual cost, without mark-up or Project Co assessments as necessarily incurred by Project Co in the performance of a Change in the Scope of the Work, and shall be restricted to the following:

- .1 wages and benefits paid for labour in the direct employ of Project Co under applicable collective bargaining agreements, or under a salary or wage schedule agreed upon by Owner and Project Co;
- .2 salaries, wages and benefits of Project Co's personnel, when stationed at the field office, in whatever capacity employed; or personnel engaged at shops or on the road, in expediting the production or transportation of materials or equipment excluding the costs identified in Sections 2.4.2 and 2.4.8 of this Schedule 11;
- .3 contributions, assessments or taxes incurred for items such as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries or other remuneration paid to employees of Project Co and included in the Cost of the Work, as provided in Sections 2.6.1 and 2.6.2 of this Schedule 11;
- .4 the cost of all Products, including cost of transportation thereof;
- .5 the cost of materials, supplies, equipment, temporary services and facilities and hand tools not owned by Project Co or any Project Co Party, including transportation and maintenance thereof, which are consumed in the performance of the Work that is the subject of the Change Order, and cost less salvage value on

such items used but not consumed, which remain the property of Project Co or any Project Co Party;

- .6 the cost of all tools, machinery and equipment used in the performance of the Work that is the subject of the Change Order, exclusive of hand tools, whether rented from or provided by Project Co or any Project Co Party, including the installation, minor repairs and replacements, dismantling, removal, transportation and delivery cost thereof;
- .7 the net amounts of all payments paid to Subcontractors and Suppliers in accordance with agreed to charge out rates after deduction of any back-charges, set offs or other similar charges but excluding costs to Project Co that result from the insolvency or failure to perform of any Project Co Party;
- .8 the cost of quality assurance, such as independent inspection and testing services, except for any such cost excluded under Section 2.8.19 of this Schedule 11;
- .9 charges levied by authorities having jurisdiction at the Site;
- .10 royalties, patent license fees, and damages for infringement of patents and cost of defending suits therefor, subject always to Project Co's obligations to indemnify Owner as provided in Sections 32.1 and 36.2(a) of the Project Agreement;
- .11 incremental premiums for all bonds and insurance in relation to the performance of the Work;
- .12 all taxes, other than Value Added Tax, and duties for which Project Co is liable in relation to the performance of the Work;
- .13 charges for long distance telephone and facsimile communications, courier services, expressage, photocopying, reproduction of Contract Documents, and petty cash items incurred in relation to the performance of the Work;
- .14 the cost of removal and disposal of waste products and debris;
- .15 costs incurred due to Emergencies affecting the safety of persons or property;
- .16 the cost of removal or containment of Hazardous Substances;
- .17 where there is a reduction in the construction scope of the Work, demobilization costs and costs incurred for cancellation or reduction of contracts entered into with a Project Co Party, on an arm's length basis; and
- .18 any other cost to Project Co expressly or properly inferable from any provision of this Project Agreement.

2.7 All cash discounts shall accrue to Project Co unless Owner deposits funds with Project Co with which to make payments, or where Owner pays the costs of financing the Work,

in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment applicable to the Work shall accrue to Owner, and Project Co shall make provisions so that they can be secured.

2.8 The following costs shall not be reimbursed or otherwise included in the Cost of the Work in connection with any Change Order or Change Directive and are deemed to be included in the Overhead and Profit Fee:

- .1 any cost not specifically and expressly described in Section 2.6 of this Schedule 11, unless otherwise approved by Owner;
- .2 overhead, profit and general expenses;
- .3 Project Co's capital expenses, including interest on Project Co's capital employed in the Work;
- .4 costs due to the fault or negligence of Project Co, any Project Co Party or anyone for whose acts any of them may be liable, including costs for the correction of damaged, defective or non-conforming work, disposal and replacement of materials and equipment incorrectly ordered or supplied, and Making Good damage to property not forming part of the Work;
- .5 losses or costs chargeable to any Project Co Party pursuant to its Subcontract;
- .6 fines, penalties, sanctions or impositions assessed or imposed by any governmental body, instrumentality or tribunal due, in whole or in part, to the action or inaction of Project Co, any Project Co Party or any person for whom they are responsible in law;
- .7 costs associated with Project Co's failure to obtain any and all Project Co Permits, Licenses and Approvals in a timely manner, including the costs of any delays resulting therefrom, unless such failure is due to the failure of the Drawings and Specifications to conform with Applicable Law or unless such failure is directly and solely attributable to the delay of Owner;
- .8 costs of accelerating the Work in accordance with Section 22.2(d) of the Project Agreement;
- .9 costs resulting from the failure of Project Co or any Project Co Party to procure and maintain insurance as required by the Contract Documents;
- .10 overtime and premium time required under Section 22.2(d) of the Project Agreement;
- .11 Project incentive bonuses except as approved in advance in writing by Owner;

- .12 costs (including legal fees and expenses) of bonding, securing or removing liens or defending claims filed by a Project Co Party arising directly from a default by Project Co in properly making any payment in connection with the Work, unless such default by Project Co is due to the wrongful failure by Owner to make a progress payment to Project Co;
- .13 any fines levied against Project Co or Owner due to Project Co's (or any Project Co Party's) violations of any Applicable Law, which fines shall be paid by Project Co;
- .14 losses or expenses for which Project Co is compensated by insurance;
- .15 salaries or other compensation (including salaries of Project Co's officers and employee's benefits) of any employee of Project Co (or related companies) not working on matters relating to the Project, except as agreed to in writing by Owner;
- .16 expenses of Project Co's head and district offices other than the field office, except as agreed to in writing by Owner;
- .17 salaries and other compensation of Project Co's personnel stationed at Project Co's principal office or offices other than the field office;
- .18 cost of all deductibles arising out of the misconduct, fault, negligent act or omissions of Project Co or any Project Co Party or anyone for whose act any of them may be liable;
- .19 costs for re inspections and re-testing of non conforming Work not carried out in accordance with the Contract Documents;
- .20 legal costs, incurred by Project Co, in relation to the performance of the Work; and
- .21 all taxes on income, capital or real property of Project Co.

2.9 For greater certainty, any charges or back charges as collected and if collected by Project Co from the Project Co Parties, including for equipment rentals, hoisting, clean up costs or any other expenses for which Project Co is otherwise entitled to reimbursement pursuant to Section 2.6 of this Schedule 11, shall be credited to and thereby reduce the Cost of the Work in connection with any Change Order or Change Directive.

2.10 If there is an increase or a decrease in the Cost of the Financing as a result of a Change Order, the Guaranteed Price shall be increased or decreased by the increase or decrease to the Cost of the Financing. Project Co shall provide the calculation of the increase or decrease in the Cost of the Financing, together with a certificate of Lender verifying such calculation. Where the increase in the Cost of the Financing includes breakage costs, but the impact of the Change Order on the Cost of the Financing could also be accommodated without incurring breakage costs, calculations for both options shall be

provided to Owner, together with a certificate of Lender addressed to Project Co (which will expressly provide that the certificate may be relied upon by Owner) verifying such calculations. Owner shall, in its Sole Discretion, within 5 Business Days of receiving such certificate from Lender, select its preferred option by providing written notice to Project Co and Lender. For greater certainty, the increases or decreases in the Cost of the Financing shall be calculated in a commercially reasonable manner and in accordance with Lender's standard banking practices and the Lending Agreements, and without regard to the identity of the party paying such costs and expenses and, with respect to any swap breakage costs or gains, such costs or gains shall be calculated in accordance with standard market practices. Owner may, in its Sole Discretion, elect to apply any portion of the Schedule Cushions to any extension of the Contract Time otherwise determined under a Change Order, with the result that such extension of the Contract Time shall be reduced or eliminated, as the case may be, by the number of days of the Schedule Cushion that the Owner has elected to apply, and the determination of the increase in the Cost of the Financing associated with such Change Order shall be recalculated based on the remaining extension of the Contract Time, if any, under such Change Order after such application by Owner of the Schedule Cushions. If a Change Order gives rise to a net benefit to Project Co through a reduction of the Cost of the Financing, then Project Co shall pay any net benefit received by Project Co to Owner.

- 2.11** For greater certainty, subject to Section 2.10 of this Schedule 11 and notwithstanding Section 23.2(b) of the Project Agreement, where the Owner elects to apply all or any portion of the number of days of the Schedule Cushions, Project Co shall only be entitled to compensation valued pursuant to Sections 2.3.2 and 2.5 of this Schedule 11 provided, however, the Overhead and Profit Fee shall be reduced by **[REDACTED]** percent (**[REDACTED]**%) and applied to the entire scope of the applicable Change Order.

3. CHANGE DIRECTIVE

- 3.1** If Owner requires Project Co to proceed with a Change in the Scope of the Work prior to Owner and Project Co agreeing upon the adjustment in the Guaranteed Price and in the Contract Time, Owner, through the Consultant, shall issue a Change Directive.
- 3.2** A Change Directive can only be used by Owner to direct a Change in the Scope of the Work which is within the general scope of the Contract Documents.
- 3.3** Upon receipt of a Change Directive, Project Co shall proceed promptly with the Change in the Scope of the Work, in which case, any adjustment to the Guaranteed Price shall be determined on the basis set forth in Section 2.3.2 of this Schedule 11 having regard to Sections 2.4 and 2.10 of this Schedule 11.
- 3.4** Pending determination of the Overhead and Profit Fee, the adjustment to the Guaranteed Price and to the Contract Time required as a result of a Change Directive, the Cost of the Work incurred (determined on the basis of the "Cost" as set out in Section 2.3.2 of this Schedule 11 having regard to Sections 2.4 and 2.10 of this Schedule 11) as a result of a Change Directive, is eligible to be included in the Additional Owner Payments, notwithstanding the limit imposed by the Guaranteed Price. Costs to complete the Work

authorized by the Change Directive, including all labour and materials, shall be authorized by Owner daily or every other day.

- 3.5** If Owner and Project Co do not reach agreement on the Overhead and Profit Fee, the proposed adjustment in the Guaranteed Price, the adjustment in the Contract Time, or in the method of determining them, the adjustment shall be referred to the Consultant for determination on the same basis as a Change Order and shall be recorded in a Change Order.
- 3.6** If at any time after the commencement of the Work directed by a Change Directive, Owner and Project Co reach agreement on the Overhead and Profit Fee, the adjustment to the Guaranteed Price and the adjustment to the Contract Time, this agreement shall be recorded in a Change Order signed by Owner and Project Co.
- 3.7** Following the commencement of the Work directed by a Change Directive, Project Co will maintain, in accordance with industry standards, records to support the Cost of the Work under Section 2.6 of this Schedule 11, in respect of the Work undertaken in accordance with the Change Directive.

APPENDIX A TO SCHEDULE 11
UNIT PRICES

[INTENTIONALLY DELETED]

SCHEDULE 12
COMPENSATION ON TERMINATION

1. DEFINITIONS

1.1 Definitions

- (a) All capitalized terms not otherwise defined in this Schedule shall have the meanings ascribed to them in the Project Agreement and unless the context otherwise requires:
- (b) **“Debt Amount”** means all accrued and unpaid interest and any “make whole” payments or breakage fees (less any breakage benefits) which Project Co is obligated to pay to Agent pursuant to the Lending Agreements, together with the outstanding principal amount of debt funded under the Lending Agreements.
- (c) **“Default Termination Payment”** has the meaning given in Section 2.1(b) of this Schedule 12.
- (d) **“Demobilization Costs”** means all reasonable costs of Project Co associated with the demobilization of the Work as a result of the termination of the Project Agreement.
- (e) **“Invoice Date”** means the date that is the later of:
 - (i) the date on which Owner receives an invoice from Project Co for the Non-Default Termination Sum; and
 - (ii) the date on which Owner receives the supporting evidence required pursuant to Section 4.1(a) of this Schedule 12.
- (f) **“Non-Default Termination Sum”** has the meaning given in Section 3.1(b) of this Schedule 12.
- (g) **“Project Co Amount”** means any amount payable to Project Co as a return and/or profit to Project Co shown in the Financial Model, pro rated by a fraction, the numerator of which is the period between the date of commencement of the Work and the Termination Date, and the denominator of which is the period between the date of commencement of the Work and the Scheduled Substantial Completion Date.
- (h) **“Termination Date”** means the date the Project Agreement is terminated pursuant to Sections 25.3(a)(i), 26.2(a)(ii), 27.2(a), 27.2(b) or 27.3(a) of the Project Agreement.
- (i) **“Work”** has the meaning given in the Project Agreement.

2. COMPENSATION ON TERMINATION FOR PROJECT CO DEFAULT

2.1 Compensation

- (a) If Owner terminates the Project Agreement pursuant to Section 25.3(a)(i) of the Project Agreement, Owner shall pay the Default Termination Payment to Project Co.
- (b) The “**Default Termination Payment**” shall be an amount equal to the Guaranteed Price, as adjusted in accordance with the terms of the Project Agreement as of the Termination Date, less the aggregate, without duplication, of each of the following:
 - (i) any Interim Reimbursement Payment Amount paid by Owner;
 - (ii) all Additional Owner Payments and Base Progress Payments paid by Owner on or before the Termination Date;
 - (iii) Owner’s estimate of the cost to complete the Work, including the cost to remedy any defective or deficient Work determined on a reasonable basis in consultation with the Consultant and other consultants and including all reasonable and proper costs incurred by Owner in re-tendering the Work or any portion thereof;
 - (iv) Owner’s estimate of the aggregate of all Direct Losses suffered, sustained or incurred by Owner as a result of, in respect of, or arising out of the event or events which resulted in the termination of the Project Agreement and out of the termination together with all costs of entering into a new construction contract to complete the Work, including any warranty obligations for the Work in place and to be performed, on substantially the same terms and conditions as the Project Agreement;
 - (v) the Owner Holdback as at the time the Default Termination Payment is required to be made; and
 - (vi) the Legislative Holdback required to be maintained by Owner as at the time the Default Termination Payment is required to be made, which amount will be paid by Owner in accordance with the *Construction Lien Act* (Ontario).
- (c) To the extent that any amounts that Owner has estimated or determined pursuant to Sections 2.1(b)(iii), 2.1(b)(iv), 2.1(b)(v), or 2.1(b)(vi) above, are, without duplication, in excess of what is required by Owner to complete the Work or compensate for Direct Losses, the Owner Holdback or the Legislative Holdback, as applicable, Owner shall promptly return such excess amounts to Project Co.
- (d) Owner shall pay the Default Termination Payment in accordance with Article 4 of this Schedule 12.

3. COMPENSATION ON NON-DEFAULT TERMINATION

3.1 Compensation

- (a) If Project Co terminates the Project Agreement pursuant to Sections 26.2(a)(ii) or 27.2(b) of the Project Agreement or if Owner terminates the Project Agreement pursuant to Sections 27.2(a) or 27.3(a) of the Project Agreement, Owner shall, in each case, pay to Project Co the Non-Default Termination Sum.
- (b) The “**Non-Default Termination Sum**” shall be an amount equal to the aggregate, without duplication, of:
- (i) all unpaid Base Progress Payments and Additional Owner Payments properly due and payable under the Construction Contract and the Project Agreement to and including the Termination Date and any Cost of the Financing directly related to such Base Progress Payments, to the extent not funded under the Lending Agreements as part of the Debt Amount;
 - (ii) all Demobilization Costs;
 - (iii) the Debt Amount calculated as at the date of payment of the Non-Default Termination Sum to Project Co;
 - (iv) the Project Co Amount calculated as at the date of payment of the Non-Default Termination Sum to Project Co; and
 - (v) all other Direct Losses suffered, sustained or incurred by Project Co and the Contractor as a result of, or arising out of, the event or events which have resulted in the termination of the Project Agreement and out of the termination
- less the aggregate of (A) and (B) of this Section 3.1(b):
- (A) the Owner Holdback as at the time the Non-Default Termination Sum is required to be made; and
 - (B) any Legislative Holdback required to be maintained by Owner at the time the Non-Default Termination Sum is required to be made.
- (c) To the extent that any amounts that Owner has determined pursuant to Section 3.1(b)(A) or (B) above are in excess of what is required by Owner to holdback under the Project Agreement or maintain as Legislative Holdback, as applicable, Owner shall promptly return such excess amounts to Project Co.
- (d) Owner shall pay the Non-Default Termination Sum in accordance with Article 4 of this Schedule 12.

4. GENERAL

4.1 Payment

- (a) In the event of a termination referred to in Section 3.1(a) of this Schedule 12, as soon as practicable, and in any event, within 60 days, after the Termination Date, Project Co shall give to Owner an invoice for the Non-Default Termination Sum (reasonably estimated if not then known) and sufficient supporting evidence, reasonably satisfactory to Owner, justifying the amount of the Non-Default Termination Sum, including a detailed breakdown of each of the individual items comprising such sum. To the extent the Non-Default Termination Sum is based on estimates of cost, the Parties will readjust as soon as such estimated costs can be determined.
- (b) Owner shall pay to Project Co the Non-Default Termination Sum within 60 days after the Invoice Date and so long as all demobilization of the Work has been completed.
- (c) In the event of a termination referred to in Section 2.1(a) of this Schedule 12, as soon as practicable, and in any event, within 120 days after the Termination Date, Owner shall calculate and notify Project Co of the Default Termination Payment under Section 2.1(b) of this Schedule 12, and shall deliver to Project Co sufficient supporting evidence reasonably satisfactory to Project Co.
- (d) Owner shall pay to Project Co the Default Termination Payment as soon as reasonably practicable, and in any event within 30 days after delivering the notice described in Section 4.1(c) of this Schedule 12.
- (e) Notwithstanding anything to the contrary contained herein, in no event will the Default Termination Payment be greater than the Non-Default Termination Sum.

4.2 Costs

The costs and expenses to be taken into account in the calculation of the Non-Default Termination Sum due pursuant to this Schedule 12 shall only be such costs and expenses that are reasonable and proper in quantum and that have been or will be reasonably and properly incurred.

4.3 Undisputed Amounts

Either Owner or Project Co may dispute the calculation of any Compensation Payment and in the event of a dispute, any undisputed amount shall be paid in accordance with this Schedule 12 and the disputed amount shall be dealt with in accordance with Appendix A to this Schedule 12 – Dispute Resolution Procedure. Notwithstanding the foregoing, in the event any disputed amount exceeds \$[REDACTED], either party may proceed to court for the resolution of such dispute.

4.4 Outstanding Debt Amount

- (a) Subject to Section 4.3 of this Schedule 12, Owner shall be entitled to rely on a certificate of Agent as conclusive evidence as to the Debt Amount outstanding at any relevant time.
- (b) If a receipt or other acknowledgement is given by the Agent acknowledging or otherwise confirming receipt of payment or payments in respect of the Debt Amount, such receipt or other acknowledgement shall discharge Owner's obligation to pay such portion of compensation due to Project Co that is equal to the amount acknowledged or confirmed.

4.5 Set-off

Owner shall be entitled to set off against the Non-Default Termination Sum or the Default Termination Payment, such amounts not already taken into account in calculating the relevant Compensation Payment that Owner is entitled to set off or withhold pursuant to the Project Agreement, provided that the amount paid to Project Co on account of the Non-Default Termination Sum shall never be less than the Debt Amount.

4.6 Full and Final Settlement

- (a) Except as otherwise provided in Section 4.6(b) of this Schedule 12, any compensation paid pursuant to Section 2.1 or Section 3.1 of this Schedule 12 in the total amount owing thereunder shall be in full and final settlement of any claims, demands and proceedings of Project Co and Owner and each shall be released from all liability to the other in relation to any breaches or other events leading to the termination of the Project Agreement and the circumstances leading to such breach or termination, and Project Co and Owner shall be excluded from all other rights and remedies in respect of any such breach or termination, whether in contract, tort, restitution, statute, at common-law or otherwise.
- (b) Section 4.6(a) of this Schedule 12 shall be without prejudice to any liability, whether arising before, on or after the Termination Date, of either Party to the other, including under the indemnities contained in the Project Agreement that arose with respect to acts or omissions on or prior to the Termination Date (but not from termination itself or the events leading to such termination), to the extent such liability has not already been taken into account in calculating the relevant Compensation Payment to Section 4.5 of this Schedule 12.
- (c) Project Co acknowledges that under the provisions of Section 4.11 of the Project Agreement, Owner shall pay the Compensation Payment to Project Co and Project Co has irrevocably directed Owner to make the Compensation Payment to Agent or as Agent may direct, as security for the Financing. Owner acknowledges such direction and agrees to pay the Compensation Payment to Agent or as Agent may direct in accordance with such direction. Project Co acknowledges and agrees that payment by Owner of the Compensation Payment

in accordance with any such direction constitutes payment by Owner to Project Co in satisfaction of Owner's obligation to make:

- (i) the Compensation Payment under the Project Agreement; and
- (ii) any payment to Project Co under the Project Agreement, to the extent made in relation to the Guaranteed Price,

as the case may be, and in satisfaction of any trust obligation of Owner in respect of such payments under Section 7 of the *Construction Lien Act* (Ontario) pursuant to Section 10 of the *Construction Lien Act* (Ontario).

APPENDIX A TO SCHEDULE 12
DISPUTE RESOLUTION PROCEDURE

1. GENERAL

1.1 All disputes, controversies, or claims arising out of or relating to the calculation of any Compensation Payment under Section 4.3 of Schedule 12 to the Project Agreement (collectively and individually, a “Dispute”) shall, subject to the last sentence of Section 4.3 of Schedule 12, be resolved in accordance with the provisions of this Appendix A.

2. REFERRAL OF DISPUTES TO ARBITRATION

2.1 Either Party may, by written notice, require that the Dispute be resolved by arbitration pursuant to Article 3 of this Appendix A. Such notice will not be effective unless it indicates it is a notice to arbitrate and is delivered to the other Party and provided further that such notice expressly identifies the specific Dispute that is to be the subject of the arbitration.

3. RESOLUTION BY ARBITRATION

3.1 If a Dispute is referred to arbitration pursuant to Section 2.1 of this Appendix A, the Dispute shall be resolved by arbitration in accordance with the *Arbitration Act*, 1991 (Ontario).

3.2 Disputes referred to arbitration shall be resolved by a single arbitrator unless one of the Parties, by notice in writing delivered to the other Party within 5 Business Days after a notice to arbitrate pursuant to Section 2.1 of this Appendix A has been delivered, expressly requires that the Dispute that is the subject of that notice to arbitrate be resolved by a 3 person arbitration tribunal, in which case that particular Dispute shall be resolved by a 3 person arbitration tribunal.

3.3 If the arbitration tribunal is comprised of a single arbitrator, the arbitrator shall be appointed as follows:

(a) if the Parties agree on the arbitrator, the Parties shall jointly appoint the arbitrator as soon as possible and in any event within 10 days after delivery of the notice to arbitrate pursuant to Section 2.1 of this Appendix A; and

(b) if the Parties fail to agree or jointly appoint the arbitrator within such 10 day period, either Party may apply to the Ontario Superior Court of Justice for appointment of the arbitrator, in which case the court shall appoint the arbitrator at the earliest opportunity from the lists of potential arbitrators submitted to the court by the Parties, or if no list is submitted by either Party, or if the list or lists submitted do not include potential arbitrators with the necessary qualifications and experience, the court shall be entitled, at its sole and absolute discretion, to appoint anyone who meets the requirements set out in this Appendix A for the qualifications and experience of the arbitrator.

- 3.4** If the arbitration tribunal is comprised of 3 arbitrators:
- (a) the arbitrators shall be appointed as follows:
 - (i) each Party shall appoint one arbitrator no later than 5 Business Days after delivery of the notice requiring a 3 person arbitration panel pursuant to Section 2.1 of this Appendix A;
 - (ii) if a Party fails to appoint an arbitrator within 5 Business Days after delivery of the notice requiring a 3 person arbitration panel, the other Party is entitled to apply to the Ontario Superior Court of Justice to appoint that arbitrator, in which case the court shall appoint that arbitrator at the earliest opportunity using a comparable process to that described in Section 3.3(b) of this Appendix A;
 - (iii) the arbitrators appointed in accordance with the foregoing shall, within 5 Business Days after their appointment, jointly appoint a third arbitrator who shall also act as the chair of the arbitration tribunal and who, in addition to all other required qualifications, shall have experience in arbitration or judicial processes and procedures; and
 - (iv) if the 2 arbitrators appointed by the Parties fail to appoint a third arbitrator within the required time, either of the other 2 arbitrators may apply to the Ontario Superior Court of Justice for appointment of the third arbitrator, in which case the court shall appoint the third arbitrator at the earliest opportunity using a comparable process to that described in Section 3.3(b) of this Appendix A; and
 - (b) the arbitrators appointed by the Parties shall at all times be neutral and act impartially and shall not act as advocates for the interests of the Party who appointed them.
- 3.5** All arbitrators must have qualifications and experience relevant to the issues in the Dispute and also have qualifications and experience as arbitrators.
- 3.6** No one shall be nominated or appointed to act as an arbitrator who is or was in any way financially interested in the Project or in the business affairs of Owner, Project Co, Contractor, Lender, Agent or any consultant, subconsultant or subcontractor of any of them.
- 3.7** The arbitrator(s) shall have the jurisdiction and power to:
- (a) amend or vary any and all rules under the *Arbitration Act, 1991* (Ontario), including rules relating to time limits, either by express agreement of the Parties or, failing such agreement, as the arbitrator(s) consider appropriate and necessary in the circumstances to resolve the Dispute and render an award;
 - (b) require some or all of the evidence to be provided by affidavit;

- (c) hold a hearing at which evidence and submissions are presented by the Parties;
 - (d) direct either or both Parties to prepare and provide the arbitrator(s) with such documents or other things as the arbitrator(s) may require to assist them in the resolution of the Dispute and rendering of an award; and
 - (e) require either Party to supply or prepare for examination by the arbitrator(s) and the other Party, any document or information the arbitrator(s) considers necessary.
- 3.8** The place of arbitration shall, at the option of Owner, be the municipality in which Owner is located or Toronto, Ontario. The language of the arbitration shall be English.
- 3.9** The costs of an arbitration are in the discretion of the arbitrator(s) who, in addition to any jurisdiction and authority under applicable law to award costs, has the jurisdiction and authority to make an order for costs on such basis as the arbitrator(s) considers appropriate in the circumstances, including to award actual legal fees and disbursements and expert witness fees, and to specify or order any or all of the following:
- (a) the Party entitled to costs;
 - (b) the Party who must pay the costs;
 - (c) the amount of the costs or how that amount is to be determined; and
 - (d) how all or part of the costs must be paid.
- 3.10** In exercising discretion to award costs, however, the arbitrator(s) will take into account the desire of the Parties that costs should generally be awarded to each Party in proportion to the relative success that each Party has in the arbitration.
- 3.11** The award of the arbitrator(s) shall be final and binding upon both Parties, and both Parties expressly waive all rights of appeal in connection with the award of the arbitrator(s). Judgment may be entered upon the award in accordance with Applicable Law in any court having jurisdiction.
- 3.12** The Parties agree to and shall co operate fully with the arbitrator(s) and proceed with the arbitration expeditiously, including in respect of any hearing, in order that an award may be rendered as soon as practicable by the arbitrator(s), given the nature of the Dispute. The arbitrator(s) shall render a decision as soon as possible and, in any event, shall use all reasonable efforts to render a decision no later than 45 days after the date of the hearing, or such longer period of time as agreed to in writing by the Parties. If the arbitration tribunal is comprised of 3 arbitrators, the decision of a majority of the arbitration tribunal shall be deemed to be the decision of the arbitration tribunal, and where there is no majority decision, the decision of the chair of the arbitration tribunal shall be deemed to be the decision of the arbitration tribunal.
- 3.13** This Appendix A constitutes an agreement to arbitrate that shall be specifically enforceable.

SCHEDULE 13
INSURANCE AND PERFORMANCE SECURITY

1. INSURANCE

1.1 Project Co's Insurance

- .1 Without restricting the generality of any of the indemnities given pursuant to the Project Agreement, Project Co shall provide, maintain and pay for the insurance specified in Section 1.1.2 of this Schedule 13. Unless otherwise stipulated (including as provided under Section 1.1.2.1 of this Schedule 13), the duration of each insurance policy shall be from the date of commencement of the Work until the Substantial Completion Date. Coverage under these policies extends only to the activities of the insureds in relation to the Project. Unless otherwise stated, these policies will:
 - .1 be non-contributing and primary;
 - .2 in the case of the General Liability insurance set out in Section 1.1.2.1 of this Schedule 13, include as additional insureds the City of Barrie, Infrastructure Ontario, Her Majesty the Queen in Right of Ontario, her ministers, agents and employees, Lender and Lender's Consultant, and include as first named insured, Project Co, and as named insureds Owner, Owner's Project Manager, Suppliers who install Products, the Contractor, Subcontractors, Sub-Subcontractors and the Consultant and such other persons as Owner may reasonably determine;
 - .3 in the case of the property and boiler and machinery insurance set out in Section 1.1.2.2 of this Schedule 13, include as named insured Project Co, Owner, Lender and the Contractor, and as additional insureds, Suppliers who install Products, Subcontractors, Sub-Subcontractors, the Consultant, Lender's Consultant, and such other persons as Project Co, Owner and Owner's insurance consultant may determine; and
 - .4 Project Co shall place, maintain and pay at its sole cost and expense all premiums for the insurance specified in Section 1.1.2 of this Schedule 13. All required insurance policies shall be placed and maintained with insurers having an AM Best's Rating of not less than A-IX that are licensed to underwrite insurance in the jurisdiction of the Site. All policies must act as primary and non-contributory and must be endorsed to provide Owner and Lender with not less than 60 days prior written notice of cancellation or adverse material change in coverage. All policies, other than Automobile Liability Insurance and Wrap-Up shall include a waiver of subrogation by the insurer against any additional insured thereunder including, Owner, Lender and any other entity to whom Owner or Project Co have agreed to waive rights of subrogation (excluding claims arising out of the professional services provided by the architects and engineers

engaged in the Project). The policies will take effect prior to the commencement of the Work and shall, unless otherwise stipulated (including Section 1.1.2.1 of this Schedule 13), be maintained until the Substantial Completion Date. Project Co is responsible for ensuring that all policies provide coverage in a scope and form that is considered normal for the Project.

.2 The policies to be placed and maintained by Project Co are:

.1 General Liability Insurance (Wrap-up Form):

General Liability insurance with limits of not less than \$[REDACTED] per occurrence and \$[REDACTED] in the aggregate, and with a deductible not exceeding \$[REDACTED] and shall include: Products & Completed Operations Aggregate \$[REDACTED]; Non-Owned Automobile \$[REDACTED]; Tenants Legal Liability \$[REDACTED]; Medical Payments (\$[REDACTED] per person/\$[REDACTED] aggregate); Damage to Existing Structures included; Damage to Hired Automobile \$[REDACTED]; Employment Practices Exclusion; Mould Exclusion; Asbestos Exclusion; Data Exclusion; Terrorism Exclusion; coverage will be provided for completed operations for a period of not less than 24 months from the Substantial Completion Date.

.2 Property and Boiler and Machinery Insurance (Builder's Risk Form):

.1 Builder's Risk insurance on an "all risks" form with a deductible not exceeding \$[REDACTED] except in respect to flood, the deductible shall be \$[REDACTED] and in respect to earth movement the deductible shall be a minimum of \$[REDACTED] or [REDACTED]% subject to usual exclusions but with coverage to include sewer back-up, earth movement and flood for a direct damage sum insured of not less than the sum of the amount of the Guaranteed Price and the full value of Work and Products to be provided by Owner and in any event, in an amount for insured physical loss or damage representing not less than [REDACTED]% of the Guaranteed Price. The builders risk insurance shall also include extra expense and expediting expense coverage and delay in start-up insurance (including coverage for property while in transit or stored off-site) on a revenue form basis with a 24 month period of indemnity at Owner's discretion. Coverage will be at least equal to that afforded under IBC Form 4042 or 4047 (the CCDC Endorsement). The "faulty workmanship material and design" exclusion in the Policy shall be no less than the commonly applied "particular part" definition that clarifies the point at which covered "resultant damages" would apply. This exclusion is commonly referred to by Insurers as London Engineering Group (LEG) 2 or Design Exclusion (DE) 4. If Project

Co proposes to use a broader form that includes “defect rectification costs” commonly known as a LEG 3 or DE 5, the cost difference between this and the more restrictive LEG 2 and DE 4 forms shall be presented to Owner for consideration.

Coverage will include soft costs, including interest on money borrowed to finance construction or reconstruction; fees and other charges incurred to negotiate construction loans; real estate taxes; architectural, engineering and other professional fees; insurance premiums for builder’s risk and General Liability coverage; legal and accounting fees; cost of commissions to renegotiate leases; and cost of permit and licenses.

- .2 Coverage shall include hot testing and commissioning and include boiler and machinery insurance for the boilers, pressure vessels and other insurable objects forming part of the Work and shall match to the periods required within the Construction Schedule.
- .3 The policies shall allow for partial or total use or occupancy of the Work.
- .4 If boiler and machinery insurance is arranged under a separate policy to the builder’s risk, the soft costs and delay in start-up coverages are to be extended within the separate Boiler and Machinery policy.
- .5 The proceeds of all insurance described in Section 1.1.2.2.1 of this Schedule 13 shall be paid to the insurance trustee under the Insurance and Bonding Trust Agreement.

.3 Automobile Liability Insurance:

Automobile liability insurance in respect of licensed vehicles shall have limits of not less than \$[REDACTED] inclusive per occurrence for bodily injury, death, and damage to property, covering all licensed vehicles owned or leased by Project Co. Where the policy has been issued pursuant to a government-operated automobile insurance system, Project Co shall provide Owner with confirmation of automobile insurance coverage for all automobiles registered in the name of Project Co.

.4 Aircraft and Watercraft Liability Insurance:

Aircraft and watercraft liability insurance with respect to owned or non-owned aircraft and watercraft if used directly or indirectly in the performance of the Work, including use of additional premises, shall be subject to limits of not less than \$[REDACTED] inclusive per occurrence for bodily injury, death, and damage to property including loss or use

thereof and limits of not less than \$[REDACTED] for aircraft passenger hazard. Such insurance shall be in a form acceptable to Owner and Lender.

.5 Project Co's Equipment Insurance:

All risks Project Co's equipment insurance covering construction machinery and equipment used by Project Co for the performance of the Work, including equipment breakdown coverage, shall be in a form acceptable to Owner and Lender and shall not allow subrogation claims by the insurer against Owner and Lender.

.6 Liability Insurance:

Project Co shall maintain at all times during the Project a Commercial General Liability insurance policy for not less than \$[REDACTED]. Owner, the Consultant and Lender are to be included as additional insureds and the policy shall include all standard endorsements required of Project Co including: Bodily Injury & Property Damage (policy limit); Personal Injury (policy limit); Non-Owned Automobile (policy limit); Tenant's Legal Liability; Medical Payments (min. \$[REDACTED] per person); Contingent Employers Liability; Owners & Project Co's Protective; Broad Form Property Damage; Cross Liability; Blanket Contractual Liability. This liability insurance will address offsite work related to the Project.

.7 Marine Cargo Insurance:

Marine Cargo Insurance to cover physical loss or damage to any property or equipment that is being transported by ship including Extra Expense and Expediting Expense and (at Owner's Sole Discretion) Delay in start-up insurance (advanced loss of revenue insurance) on a gross profit basis with a 24 month period of indemnity.

.8 The Subguard Policy

Project Co shall maintain, at all times during the Project, a Project specific subcontractor default insurance policy substantially in the form provided to Owner prior to Commercial Close. The Subguard Policy (Policy No. [REDACTED]) will be provided by [REDACTED] to Agent and to Owner and shall incorporate the following minimum features:

- .1 there will be an assignment of financial interest endorsement under such policy in favour of and naming the Agent and Owner as loss payees thereunder.
- .2 The Subguard Policy shall have Project specific dedicated limits of not less than \$[REDACTED] per occurrence and \$[REDACTED]

in the aggregate to be reflected in a specific endorsement from [REDACTED] to Owner.

- .3 The Subguard Policy shall apply to all Subcontractors and Suppliers with contracts and purchase orders over \$[REDACTED] in the aggregate in respect of the Project. Project Co acknowledges that it has made application to [REDACTED] to enroll [REDACTED] under the Subguard Policy. If, on or before Financial Close, [REDACTED], the insurance broker for Project Co and Contractor, does not provide written confirmation of [REDACTED]'s enrolment in the Subguard Policy and Project Co does not provide notice of same to Owner, Project Co shall, on or prior to Financial Close, provide substitute security in respect of [REDACTED] in a form reasonably acceptable to Owner (for greater certainty, Project Co and Owner acknowledge that a 50/50 labour and materials and performance bond from [REDACTED] is an example of acceptable alternate security).
- .4 Project Co shall, or shall cause [REDACTED] to, provide notice to Owner immediately upon any non-renewal or termination of the Subguard Policy, provided that no such notice varies or amends in any way whatsoever the obligation on Project Co to maintain such policy at all times during the Project in accordance with this Section 1.1.2.8.
- .5 At all times during the Project, Project Co shall notify Owner within 30 calendar days of the existence of and estimated amount of a loss under the Subguard Policy in respect of the Project. Project Co further acknowledges that if Project Co cannot provide written verification on or prior to Financial Close that the Project specific endorsement aggregate limit is not subject to the overall aggregate limit under the Subguard Policy, Project Co and Owner shall execute an amendment to the Contract Documents and Implementing Agreements to provide that Project Co shall notify Owner within 30 calendar days of the existence of and the estimated loss under the Subguard Policy in respect of the Project and/or in respect of any other project of Project Co or Contractor.
- .6 The Project specific endorsement shall not be transferable without the consent of [REDACTED]. Project Co hereby acknowledges that as of the date of this Project Agreement it has made a written application to [REDACTED] to request that [REDACTED] issue a letter to Owner and to Project Co on or prior to Financial Close providing that [REDACTED] will not consent to any transfer or assignment of the Project specific endorsement without the prior written consent of Owner. In the event that Owner does not receive such letter on or prior to Financial Close, Project Co and

Owner shall execute an amendment to the Contract Documents and Implementing Agreements which specifically provides that Project Co shall not transfer the Project specific endorsement without the prior written consent of Owner.

- .9 Project Co shall deliver to Owner after commencement of coverage under policies placed and maintained by Project Co, certified copies of all insurance policies evidencing that the applicable policies are in force.
- .10 The policies described in Section 1.1.2 of this Schedule 13 will be placed and maintained with insurers acceptable to Owner, the Consultant and Lender, and will contain such terms and conditions as Owner and Lender may require, acting reasonably. Owner shall place and maintain such other insurance as Owner considers necessary or desirable for its own protection, but in each case at the sole cost of Owner and such insurance shall not be in conflict with any of the insurance described in this Section 1.1 as "Project Co's Insurance".
- .11 Owner is not responsible for obtaining or maintaining in force, (a) insurance on equipment machinery or tools, owned by, rented to, or in the care, custody and control of Project Co, or any of the Project Co Parties or; (b) any other form of insurance not referred to specifically in Section 1.1.2 of this Schedule 13.
- .12 Where the full insurable value of the Work is substantially less than the Guaranteed Price, Owner may, in its Sole Discretion, reduce the amount of insurance required.
- .13 Proof of Insurance
 - .1 Project Co shall 7 days prior to the commencement of the Work, within 3 days of any renewal, change or replacement of coverage, or at the request of Owner, from time to time, furnish to Owner 2 copies of certificates of insurance (CSIO standard certificate forms) signed by an authorized representative of the insurer, and 1 copy of certified policies once received from the insurer. Project Co is obliged to confirm that the premium associated with such policies has been paid. Receipt by Owner of the above information shall in no way constitute confirmation by Owner that the insurance complies with the requirement of Section 1.1.2 of this Schedule 13. Responsibility for ensuring that the insurance coverages outlined in Section 1.1.2 of this Schedule 13 are in place, rests solely with Project Co.
 - .2 Project Co shall require, where reasonably practical, the Contractor, the other Project Co Parties (and Suppliers who install Products, with the exception of the blanket protection given them

under builder's risk and Wrap-up Forms) to provide to it the same type and form of insurance that is required to be obtained by Project Co pursuant to Section 1.1.2 of this Schedule 13, in each case, to the extent determined by Owner's insurance consultant as being applicable to that portion of the Work being undertaken by the Contractor and other Project Co Parties who install Products, and Project Co is responsible for obtaining and forwarding to Owner the appropriate signed certificates or other proof of insurance in accordance with and subject to the requirements of this Schedule.

.14 Commencement of the Work

Neither Project Co nor any of the Project Co Parties who install Products shall begin the Work at the Site until necessary proofs of insurance have been furnished and approved by Owner and Owner's insurance consultant.

.15 Policy Requirements

All insurance shall include Owner, Lender, the Consultant, Lender's Consultant, the Owner's Project Manager and Owner's directors, officers, employees and agents, as directed by Owner and any other consultant, contractor or Subcontractor engaged in or in relation to the Work or such other persons as Owner and Owner's insurance consultant may determine as insured, named insured, or additional insured; both with respect to Project Co's insurance as well as the Project Co Parties' insurance. All insurance shall provide for cross-liability so that each insured has the same rights under the policy as if the policy had been issued in respect of each insured. This named insured or additional insured requirement does not apply to automobile insurance.

.16 Maintaining Insurance

If Project Co or any Project Co Party who installs Products fails to place or maintain insurance as required under Section 1.1.2 of this Schedule 13, Owner shall have the right, but is not obligated, to place and maintain insurance as required. All premiums and other costs incurred by Owner will be paid by Project Co to Owner on demand, or failing payment may be deducted by Owner from any amount then or thereafter due to Project Co.

.17 Additional Insurance

From time to time Owner, at its Sole Discretion, by written notice to Project Co, may require Project Co to, or cause a Project Co Party who installs Products to, procure or maintain additional insurance, if required. If such insurance is requested Owner shall reimburse the applicable party.

.18 Project Co Liability Preserved

The provisions of Section 1.1.2 of this Schedule 13 do not diminish, limit or otherwise affect the liability of Project Co to Owner under or in relation to any other provisions of this Project Agreement.

1.2 Priority of Owner's Claims

The principal purpose of the stipulations for insurance in Section 1.1 of this Schedule 13 is the protection of the interest of Owner and Lender. Section 1.1 of this Schedule 13 stipulates that Project Co, rather than Owner, shall provide and maintain insurance as set out therein.

1.3 Owner's existing property insurance is described in Section 3 of this Schedule 13 and Owner agrees to maintain such property insurance or substantially similar property insurance during the performance of the Work.

1.4 Project Co and/or a Project Co Party who installs Products shall be responsible for deductible amounts under the policies except where such amounts may be excluded from Project Co's responsibility by the terms of Sections 11.21 and 32.2 of the Project Agreement.

1.5 Any variation in the insurances required as approved by Owner and Owner's insurance consultant will be valued and processed as a Change Order in accordance with the Change Order procedure pursuant to Schedule 11 – Change Procedure.

2. BONDS

2.1 Project Co shall obtain and deliver to Owner, original executed and sealed Bonds in the forms attached as Appendices A and B respectively, to this Schedule 13 on the Financial Close Target Date, each in an amount equal to [REDACTED]% of the Cost of the Work under the Project Agreement. Each of the Bonds shall be properly executed by a Surety or by an agent or attorney in fact for the Surety, in which latter case, Project Co is required to submit with such Bonds a power of attorney to the signatory agent or the attorney in fact executed by the Surety in a form satisfactory to Owner to evidence the authority of the agent or the attorney in fact.

2.2 Such Bonds shall be issued by a duly licensed surety company authorized to transact a business of suretyship in the Province of Ontario and shall be maintained in good standing until the fulfilment of the Project Agreement.

2.3 For greater certainty, the obligations of the Surety under the Bonds shall not extend to or include any obligations relating to the Financing or Cost of the Financing, and it is agreed that the parties intend to benefit the Surety by this Section 2.3 and that the Surety may rely upon and enforce the provisions of this Section 2.3.

3. OWNER'S PROPERTY INSURANCE

3.1 The following chart is a description of the property insurance policies held by Owner.

[REDACTED]

APPENDIX A TO SCHEDULE 13 PERFORMANCE BOND

THIS BOND IS SUBJECT TO THE TERMS AND CONDITIONS OF THE MULTIPLE OBLIGEE RIDER ATTACHED HERETO

No. _____

Bond Amount [*Insert Amount*]

Vanbots, a division of Carillion Construction Inc., as Principal, hereinafter called the Principal, and [REDACTED], as Surety, duly authorized to transact the business of suretyship in Canada, hereinafter called the Surety, are held and firmly bound unto Vanmed Construction Corporation as Obligee, hereinafter called the Obligee, in the amount of [*Insert Amount*], of lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has entered into a written contract entitled Construction Contract with Vanmed Construction Corporation dated [*Insert Date*] for The Royal Victoria Hospital of Barrie Project (such contract as so amended, and as the same may hereinafter be further amended, whether by way of change, alteration, addition or other modification, and including all of its terms and provisions without limitation, is hereinafter called the Construction Contract and by reference made part hereof). Capitalized terms used in this Bond without definition shall have their respective meanings attributed thereto in the Construction Contract.

The condition of this obligation is such that if the Principal shall promptly and faithfully perform its obligations to the Obligee under the Construction Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Obligee to be in default in respect of its obligations to the Obligee under the Construction Contract (a "Contractor Event of Default"), the Obligee having performed the Obligee's obligations under the Construction Contract, the Surety shall promptly select and carry out one of the four following options:

1. remedy any default, or;
2. complete the Construction Contract in accordance with its terms and conditions, or;
3. obtain a bid or bids for submission to the Obligee for completing the Construction Contract in accordance with its terms and conditions and upon determination by the Obligee and the Surety of the lowest responsible bidder, acceptable to The Royal Victoria Hospital of Barrie acting reasonably, arrange for a contract between such bidder and the Obligee or between such bidder and such other party as an Additional Named Obligee shall be entitled to direct, and the Surety shall make available as work progresses (even though there should be a default, or a succession of defaults, under the contract or contracts of completion, arranged under this paragraph) sufficient funds to pay to complete the Principal's obligations in accordance with the terms and conditions of the Construction Contract, less the Balance of the Construction Contract Price and to pay all expenses incurred by the Obligee as a result of the Principal's default relating directly to the performance of the Construction Work under the Construction Contract, but not

exceeding the Bond Amount. The Balance of the Construction Contract Price is the total amount of the Guaranteed Price payable to the Principal under the Construction Contract, less the amount properly paid by the Obligee to the Principal under the Construction Contract; or

4. pay the Obligee the lesser of (1) the Bond Amount or (2) the Obligee's proposed cost to complete the Construction Contract in accordance with its terms and conditions less the Balance of the Construction Contract Price.

The Surety shall not be discharged or released from liability hereunder and such liability shall not be in any way affected by any changes, alterations, additions or variations, taking or receiving of security between the Principal and the Obligee, or extension of time, or other modification of the Construction Contract, by the exercise by the Obligee of any of the rights or powers reserved to it under the Construction Contract or by its forbearance to exercise any such rights or powers, including (but without restricting the generality of the foregoing) any changes in the extent or nature of the Work under the Construction Contract or by any dealing, transaction, forbearance or forgiveness which may take place between the Principal and the Obligee.

The Surety agrees that for the purposes of determining its liability under this Bond, findings or decisions against the Principal under the terms of the Construction Contract, that are binding on the Principal and the Obligee shall also bind the Surety.

It is a condition of this Bond that any suit or action must be commenced before the expiration of two (2) years from the earlier of (1) the Substantial Completion Date, or (2) the date on which the Principal is declared in default by the Obligee and such notice of default is provided to The Royal Victoria Hospital of Barrie and *[Insert Lender]*.

The Surety shall, in no event, be liable for a greater sum than the Bond Amount. Further, and notwithstanding anything else in this Bond, the Surety's liability hereunder for any default under Section 25.1 (a)(x) of the Project Agreement shall be limited to any default by the Principal resulting in the non-performance or non-observance by the Principal of any of its other obligations under the Construction Contract.

No right of action shall accrue on this Bond, to or for the use of, any person or corporation other than the Obligee named herein, or the heirs, executors, administrators, successors or assigns of the Obligee.

IN WITNESS WHEREOF, the Principal and the Surety have signed and sealed this Bond dated the _____ day of _____, 200__.

SIGNED, SEALED AND DELIVERED

in the presence of:

Vanbots, a division of Carillion Construction Inc.

By _____
Signature

Name of person signing

[REDACTED]

By: _____
Signature

Name of person signing

EXHIBIT 1 TO APPENDIX A

FORM OF MULTIPLE OBLIGEE RIDER TO PERFORMANCE BOND

No. _____

TO BE ATTACHED TO AND FORM PART OF THE PERFORMANCE BOND NO. [Insert Bond No.] dated **[Insert Date]** (the “Bond”) concurrently with the execution of this Multiple Obligee Rider, issued by **[REDACTED]**, as Surety (hereinafter called the “**Surety**”), on behalf of Vanbots, a division of Carillion Construction Inc., as Principal (hereinafter called the “**Principal**”), and in favour of Vanmed Construction Corporation, as Obligee (hereinafter called the “**Obligee**”).

NOW THEREFORE, in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, receipt of which is hereby acknowledged by each of the parties hereto, the undersigned hereby agree as follows:

1. The Bond shall be and is hereby amended to add The Royal Victoria Hospital of Barrie and **[Insert Lender]**, in their respective capacities as assignees of the Construction Contract, as Additional Named Obligees, which Additional Named Obligees (which hereinafter may from time to time be referred to simply as “Obligee(s)”) shall, subject to the terms of the Bond and this Multiple Obligee Rider, be entitled to enforce the obligations of the Principal and the Surety under the Bond and this Multiple Obligee Rider.
2. Capitalized terms used in this Multiple Obligee Rider without definition shall have the respective meanings attributed to them in the Bond and the Construction Contract.
3. If there is an event of default by Contractor under the Construction Contract (a “Construction Event of Default”) and the **[Insert Lender]** or The Royal Victoria Hospital of Barrie makes a claim under the Bond, the **[Insert Lender]** or The Royal Victoria Hospital of Barrie, as the case may be, shall make available to the Surety in accordance with the terms of the Construction Contract the Balance of the Construction Contract Price.
4. All of the terms, conditions and provisions of the Bond are hereby incorporated herein by reference as if fully set forth herein.
5. No alteration or material change in the Construction Contract or any conduct of the Principal, Obligee or **[Insert Lender]**, prior to the Principal being declared in default, shall prejudice the rights or interest of The Royal Victoria Hospital of Barrie under the Bond or this Multiple Obligee Rider provided that The Royal Victoria Hospital of Barrie has not caused such alteration or material change without the prior written consent of the Surety.
6. The Obligee, Principal, Surety and **[Insert Lender]** acknowledge and agree that they will not remedy any default, settle, waive, reduce or otherwise compromise any claims under the Bond without the prior written approval of The Royal Victoria Hospital of Barrie,

acting reasonably, and the Surety shall provide reasonable notice to The Royal Victoria Hospital of Barrie prior to remedying any default, settling, waiving, reducing or otherwise compromising any claim or making any payment under the Bond, provided that the Surety shall not be precluded from tendering upon the Oblige(e)s performance pursuant to one of the four numbered options in the Bond.

7. The Surety acknowledges the process in the Lender's Direct Agreement for making a claim against the Bond, including, but not limited to, the Lender's Step In Period rights; provided that such acknowledgement shall in no way limit or otherwise abrogate from the Surety's rights under the Bond or this Multiple Oblige(e) Rider.
8. In the event of any ambiguity, conflict or inconsistency, the Bond and this Multiple Oblige(e) Rider shall prevail over the Project Agreement and the other Project Documents.
9. Nothing herein shall alter or affect the aggregate liability of the Surety as described in the Bond.

IN WITNESS WHEREOF, the Principal, Surety, Obligee, Owner and Lender have signed and sealed this Multiple Obligee Rider dated the ____ day of _____, 200__.

SIGNED, SEALED and DELIVERED
in the presence of:

Vanbots, a division of Carillion Construction Inc.

By _____
Signature

Name of person signing

[REDACTED]

By: _____
Signature

Name of person signing

Vanmed Construction Corporation

By _____
Signature

Name of person signing

[Insert Lender]

By: _____
Signature

Name of person signing

THE ROYAL VICTORIA HOSPITAL OF BARRIE

By _____
Signature

Name of person signing

By _____
Signature

Name of person signing

APPENDIX B TO SCHEDULE 13 FORM OF LABOUR AND MATERIAL PAYMENT BOND

NOTE: This Bond is issued simultaneously with a Performance Bond and Multiple Obligee Rider and is subject to the terms and conditions of the Labour and Material Payment Bond Multiple Obligee Rider attached hereto

Bond No. _____ **Bond Amount:** _____

Vanbots, a division of Carillion Construction Inc. as Principal (hereinafter called the “Principal”), and [REDACTED] a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in Canada as Surety, (hereinafter called the “Surety”) are subject to the conditions hereinafter contained, held and firmly bound unto Vanmed Construction Corporation, as Trustee (hereinafter called the “Obligee”), for the use and benefit of the Claimants, their and each of their heirs, executors, administrators, successors and assigns, in the amount of · DOLLARS (\$) of lawful money of Canada for the payment of which sum well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a written contract entitled Construction Contract with Vanmed Construction Corporation dated [*Insert Date*] for The Royal Victoria Hospital of Barrie Project (such contract as so amended, and as the same may hereinafter be further amended, whether by way of change, alteration, addition or other modification, and including all of its terms and provisions without limitation, is hereinafter called the Construction Contract and by reference made part hereof). Capitalized terms used in this Bond without definition shall have their respective meanings attributed thereto in the Construction Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall make payment to all Claimants for all labour and material used or reasonably required for use in the performance of the Construction Contract, then this obligation shall be null and void; and otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A Claimant for the purpose of this Bond is defined as one having a direct contract with the Principal for labour, material, or both, used or reasonably required for use in the performance of the Construction Contract, labour and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment directly applicable to the Construction Contract provided that a person, firm or corporation who rents equipment to the Principal to be used in the performance of the Construction Contract under a contract which provides that all or any part of the rent is to be applied towards the purchase price thereof, shall only be a Claimant to the extent of the prevailing industrial rental value of such equipment for the period during which the equipment was used in the performance of the Construction Contract. The prevailing industrial rental value of equipment shall be determined, insofar as it is practical to do so, in accordance with and in the manner provided for in the latest revised edition of the publication of the Canadian Construction Association titled “Rental Rates on

Construction Equipment” published prior to the period during which the equipment was used in the performance of the Construction Contract.

2. The Principal and the Surety hereby jointly and severally agree with the Oblige, as Trustee, that every Claimant who has not been paid as provided for under the terms of his or her contract with the Principal, before the expiration of a period of ninety (90) days after the date on which the last of such Claimant’s work or labour was done or performed or materials were furnished by such Claimant, may as a beneficiary of the trust herein provided for, sue on this Bond, prosecute the suit to final judgment for such sum or sums as may be justly due to such Claimant under the terms of his or her contract with the Principal and have execution thereon. Provided that the Oblige is not obliged to do or take any act, action or proceeding against the Surety on behalf of the Claimants, or any of them, to enforce the provisions of this Bond. If any act, action or proceeding is taken either in the name of the Oblige or by joining the Oblige as a party to such proceeding, then such act, action or proceeding, shall be taken on the understanding and basis that the Claimants or any of them, who take such act, action or proceeding shall indemnify and save harmless the Oblige against all costs, charges and expenses or liabilities incurred thereon and any loss or damage resulting to the Oblige by reason thereof. Provided still further that, subject to the foregoing terms and conditions, the Claimants, or any of them may use the name of the Oblige to sue on and enforce the provisions of this Bond.
3. It is a condition precedent to the liability of the Surety under this Bond that such Claimant shall have given written notice as hereinafter set forth to each of the Principal, the Surety and the Oblige, stating with substantial accuracy the amount claimed, and that such Claimant shall have brought suit or action in accordance with this Bond, as set out in sub-clauses 3(b) and 3(c) below. Accordingly, no suit or action shall be commenced hereunder by any Claimant:
 - (a) unless such Claimant shall have given written notice within the time limits hereinafter set forth to each of the Principal, the Surety and the Oblige, stating with substantial accuracy the amount claimed. Such notice shall be served by mailing the same by registered mail to the Principal, the Surety and the Oblige, at any place where an office is regularly maintained for the transaction of business by such persons or served in any manner in which legal process may be served in the Province or other part of Canada in which the subject matter of the Construction Contract is located. Such notice shall be given:
 - (i) in respect of any claim for the amount or any portion thereof, required to be held back from the Claimant by the Principal, under either the terms of the Claimant’s contract with the Principal, or under the construction lien legislation applicable to the Claimant’s contract with the Principal, whichever is greater, within one hundred and twenty (120) days after such Claimant should have been paid in full under the Claimant’s contract with the Principal;
 - (ii) in respect of any claim other than for the holdback, or portion thereof, referred to above, within one hundred and twenty (120) days after the date

upon which such Claimant did, or performed, the last of the work or labour or furnished the last of the materials for which such claim is made under the Claimant's contract with the Principal;

- (b) after the expiration of one (1) year following the date on which the Principal ceased work on the Construction Contract, including work performed under the guarantees provided in the Construction Contract;
 - (c) other than in a Court of competent jurisdiction in the Province or District of Canada in which the subject matter of the Construction Contract, or any part thereof, is situated and not elsewhere, and the parties hereto agree to submit to the jurisdiction of such Court.
4. The Surety agrees not to take advantage of Article 1959 of the Civil Code of the Province of Quebec in the event that, by an act or an omission of a Claimant, the Surety can no longer be subrogated in the rights, hypothecs and privileges of said Claimant.
 5. Any material change in the Construction Contract between the Principal and the Obligee shall not prejudice the rights or interest of any Claimant under this Bond, who is not instrumental in bringing about or has not caused such change.
 6. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith and in accordance with the provisions hereof, inclusive of the payment by the Surety of construction liens which may be filed of record against the subject matter of the Construction Contract, whether or not claim for the amount of such lien be presented under and against this Bond.
 7. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

IN WITNESS WHEREOF, the Principal and the Surety have signed and sealed this Bond this · day of ●, 2009.

SIGNED, SEALED AND DELIVERED in the presence of:

Vanbots, a division of Carillion Construction Inc.

Signature
Name of person signing

Witness

[REDACTED]

Signature
Name of person signing

**EXHIBIT 1 TO APPENDIX B
LABOUR AND MATERIAL PAYMENT BOND
MULTIPLE OBLIGEE RIDER**

No. _____

TO BE ATTACHED TO AND FORM PART OF THE LABOUR AND MATERIAL PAYMENT BOND NO. [Insert Bond No.] dated [Insert Date] (the “L&M Bond”) concurrently with the execution of this Labour and Material Payment Bond Multiple Obligee Rider (“**L&M Multiple Obligee Rider**”) issued by [REDACTED], as Surety (hereinafter called the “Surety”), on behalf of Vanbots, a division of Carillion Construction Inc., as Principal (hereinafter called the “**Principal**”), and in favour of Vanmed Construction Corporation, as Obligee (hereinafter called the “Obligee”).

NOW THEREFORE, in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, receipt of which is hereby acknowledged by each of the parties hereto, the undersigned hereby agree as follows:

1. The L&M Bond shall and is hereby amended to add The Royal Victoria Hospital of Barrie (hereinafter called the “**Owner**”) and [Insert Lender] (hereinafter called the “**Lender**”) as additional named Obligees, in their respective capacities as assignees of the Construction Contract.
2. Capitalized terms used in this L&M Multiple Obligee Rider without definition shall have the respective meanings attributed to them in the L&M Bond and the Construction Contract.
3. All of the terms, conditions and provisions of the L&M Bond are hereby incorporated herein by reference as if fully set forth herein.
4. No alteration or material change in the Construction Contract or any conduct of the Principal, Obligee or Lender, shall prejudice the rights or interest of the Owner or Claimant under the L&M Bond or this L&M Multiple Obligee Rider provided that the Owner or Claimant have not caused such alteration or material change without the prior written consent of the Surety.
5. In the event of any ambiguity, conflict or inconsistency, the L&M Bond and the L&M Multiple Obligee Rider shall prevail over the Project Agreement and the other Project Documents.
6. Nothing herein shall alter or affect the aggregate liability of the Surety as described in the L&M Bond.

IN WITNESS WHEREOF, the Principal, Surety, Obligee, Owner and Lender have signed and sealed this L&M Multiple Obligee Rider dated the ____ day of _____, 200__.

SIGNED, SEALED and DELIVERED **Vanbots, a division of Carillion Construction Inc.**
in the presence of :

By: _____
Signature

Name of person signing

[REDACTED]

By: _____
Signature

Name of person signing

Vanmed Construction Corporation

By: _____
Signature

Name of person signing

[Insert Lender]

By: _____
Signature

Name of person signing

The Royal Victoria Hospital of Barrie

By _____
Signature

Name of person signing

By _____
Signature

Name of person signing

SCHEDULE 14
DISPUTE RESOLUTION PROCEDURE

1. AUTHORITY OF THE CONSULTANT

- 1.1** Subject to the limitation set out in Section 8.2(s) of the Project Agreement, differences between the Parties as to the interpretation, application or administration of the Project Agreement or any other disagreement between the Parties including any disagreement as to any decision, finding or determination by the Consultant (herein collectively called “disputes”) which are not resolved to the mutual satisfaction of the Parties in the first instance by findings of the Consultant subject to and as provided in Section 8.2 of the Project Agreement, shall be settled in accordance with the requirements of this Schedule 14.
- 1.2** If the matter in dispute is not resolved promptly, the Consultant will give such instructions as in the Consultant’s opinion are necessary for the proper performance of the Work. The Parties shall act immediately according to such instructions, subject to Section 1.3 of this Schedule 14, it being understood that by so doing neither Party will jeopardize any claim they may have. If it is subsequently determined that such instructions were in error or at variance with the Contract Documents, Project Co shall be entitled to payment for carrying out such instructions in accordance with the Change Order procedures pursuant to Schedule 11 of the Project Agreement – Change Procedure.
- 1.3** As time is of the essence, it is essential that performance of the Work continue notwithstanding any dispute. In the event the dispute is referred to an adjudicator pursuant to Section 2.4 of this Schedule 14, the Parties shall, in accordance with Section 2.4(f) of this Schedule 14 and notwithstanding Section 1.2 of this Schedule 14, comply with any decision of the adjudicator including the payment of any amounts the adjudicator determines are owing. For greater certainty the Parties will comply with the decision of the adjudicator notwithstanding any referral of the dispute to arbitration or to the courts in accordance with Section 2.5 of this Schedule 14, until a final determination of the matter is made by any arbitrator or a court, as the case may be.

2. NEGOTIATION, ADJUDICATION AND ARBITRATION

- 2.1** A Party shall give written notice of a dispute to the other Party, no later than 5 Business Days after the receipt of the Consultant’s decision, finding or determination in the case of a dispute as to a decision, finding or determination made by the Consultant, given under Section 8.2 of the Project Agreement. Such notice shall set forth particulars of the matters in dispute, the probable extent and value of the damage and the relevant provisions of the Contract Documents. Such notice shall be copied to Infrastructure Ontario at the address set out in Section 41.1 of the Project Agreement, for information purposes only. The other Party shall reply to such notice no later than 5 Business Days after it receives or is considered to have received it, setting out in such reply its grounds and other relevant provisions of the Contract Documents.

- 2.2** The Parties shall first make good faith efforts to promptly resolve their disputes by amicable negotiations conducted by the senior representatives of Owner and Project Co at the Site. If, following good faith negotiations between them, resolution of a dispute has not been reached within 10 Business Days of the request for negotiations, then upon the written request of either Party, senior executive officers of each Party shall attempt to resolve the dispute. If the dispute is resolved, such resolution shall be evidenced by an instrument in writing.
- 2.3** If a dispute has not been resolved within 10 Business Days of a Party's written request for senior executive officer negotiation, then upon the written request of either Party, the dispute shall be submitted to adjudication in accordance with Section 2.4 of this Schedule 14. If the Parties do not agree to submit the dispute to adjudication within such 10 Business Day period, either Party may then refer the dispute to arbitration pursuant to Section 2.5 of this Schedule 14.
- 2.4** Adjudication shall be conducted in accordance with the following:
- (a) If the Parties are unable to agree upon an adjudicator within the prescribed time, then either Party may request that a judge of the Superior Court for the Province of Ontario appoint the adjudicator.
 - (b) The Parties may refer a dispute to the adjudicator by providing written notice of the intention to the adjudicator at least 3 Business Days prior to making the referral.
 - (c) Once a dispute has been referred to the adjudicator, the adjudicator is required to make a decision within 28 days of the referral, or such longer period as agreed to by the Parties after the dispute has been referred, and such decision shall be in writing.
 - (d) The adjudicator is required to act impartially in fulfilling his/her duties and the adjudicator may take whatever initiative he/she deems necessary in order to resolve the dispute, including requiring the Parties to submit whatever documents, statements of position or other information the adjudicator requires.
 - (e) The adjudicator may decide that any of the Parties to the dispute is liable to make a payment under the Project Agreement and when that payment is due.
 - (f) In the absence of any directions by the adjudicator relating to the time for performance of his/her decision, and notwithstanding any instruction received from the Consultant in accordance with Section 1 hereof, the Parties shall be required to comply with any decision of the Adjudicator immediately on delivery of the decision to the Parties in accordance with this Section 2.4.
 - (g) If requested by one or both of the Parties to the dispute, the adjudicator shall provide reasons for his/her decision.

- (h) The adjudicator shall be entitled to the payment of such reasonable amount as he/she may determine by way of fees and expenses reasonably incurred by him/her which the adjudicator may apportion between the Parties as he/she considers appropriate. Notwithstanding the foregoing, the Parties shall be jointly and severally liable for any sum which remains outstanding following the making of any determination on how payment shall be apportioned, such that if the adjudicator is unable to recover his/her fees and expenses from one Party, he/she may recover from the other.
- (i) The adjudicator shall not be liable for anything done or omitted in the discharge or purported discharge of his/her functions as adjudicator unless the act or omission is in bad faith.

2.5 By giving notice in writing to the other Party, at any time after receipt of the decision of the adjudicator, and subject to the Parties' obligation to comply with the adjudicator's decision in accordance with Section 1.3 of this Schedule 14, or if the parties do not agree to submit the dispute to adjudication within the timeframe set out in Section 2.3 hereof, either Party may (i) elect by written notice to the other Party, to refer the dispute to be finally resolved by arbitration under the latest edition of the Rules for Arbitration of Construction Disputes as provided in CCDC 40, or (ii) elect by written notice to the other Party (and regardless of whether the other Party has given a notice under clause (i) above electing to refer the dispute to be finally resolved by arbitration) to require that the dispute be referred to and resolved solely by litigation in the Ontario Superior Court of Justice, and both Parties agree to attorn to the exclusive jurisdiction of the courts of the Province of Ontario in respect of the dispute, provided if the actual or potential total value or amount at issue in the dispute (as determined by adding all claims and counterclaims) is less than \$[REDACTED], taking into account recurrence over time if the dispute involves a requiring matter, the Party which has not referred the dispute to be resolved by litigation may elect, by written notice given to the other Party within 10 Business Days after receipt of the notice requiring that the dispute be resolved by litigation, to refer the dispute to be finally resolved by arbitration. Such notice of arbitration shall be copied to Infrastructure Ontario at the addresses set out in Section 41.1 of the Project Agreement, for information purposes only. Notwithstanding that a notice of arbitration has been delivered, if the actual or potential total value or amount at issue (as determined by adding all claims and counterclaims) is \$[REDACTED] or more, taking into account recurrence over time if the dispute involves a requiring matter, then either Party may elect, by written notice to the other Party, to require that the dispute be referred to and resolved solely by litigation in the Ontario Superior Court of Justice, and both Parties agree to attorn to the exclusive jurisdiction of the courts of the Province of Ontario in respect of the dispute.

2.6 Except as otherwise provided in the Contract Documents, no arbitration arising out of or relating to the Contract Documents shall include by consolidation, joinder or in any other manner any other individual or entity who is not a Party to the Project Agreement unless:

- (a) the inclusion of such other individual or entity is necessary if complete relief is to be afforded among those who are already Parties to the arbitration;

- (b) such other individual or entity is substantially involved in a question of law or fact which is common to those who are already Parties to the arbitration and which will arise in such proceedings; and
- (c) the written consent of the other individual or entity sought to be included and of Owner and Project Co has been obtained for such inclusion, which consent shall make specific reference to this paragraph; but no such consent shall constitute consent to arbitration of any dispute not specifically described in such consent or to arbitration with any Party not specifically identified in such consent.

Notwithstanding the preceding paragraph, if a claim, dispute or other matter in question between Owner and Project Co involves the work of a Subcontractor or Supplier either Owner or Project Co may join such entity as a Party to the arbitration between Owner and Project Co hereunder. Project Co shall include in all subcontracts a specific provision whereby the Subcontractor consents to being joined in an arbitration between Owner and Project Co involving the Work of such Subcontractor, in accordance with this Schedule 14, including, this Section 2.6. Nothing in this paragraph or in the provision of such Subcontract consenting to joinder shall create any claim, right or cause of action in favour of the Subcontractor or the Supplier against Owner.

- 2.7** Project Co agrees that any claims made by it against any other contractors or Owner, based (in whole or in part) as a result of any acts or omissions of other contractor(s) shall, in the first instance, be submitted to Owner. Owner shall then, with the assistance of Project Co, present the claim to the other contractor(s) for resolution under the terms of the applicable contract(s). Project Co has the full responsibility for the preparation of such claims and Project Co shall bear the complete expense of preparing and presenting its claim, including legal fees. Project Co agrees that it will not pursue or will stay any legal proceeding relating to the claim(s) with the exception of initiating legal proceedings to assert any statutory right to a lien under the *Construction Lien Act* (Ontario) for a reasonable period of time to allow Owner to reach a resolution acceptable to Project Co under the terms of the applicable contract. If such resolution has not been achieved within a reasonable period of time, Project Co may then proceed with any legal proceeding against the other contractor of the Owner. Project Co shall proceed diligently with its Work under the Project Agreement pending resolution of any such claim or dispute when directed to do so by Owner.

3. RETENTION OF RIGHTS

- 3.1** It is agreed that no act by either Party shall be construed as a renunciation or waiver of any rights or recourses, provided the Party has given the notices required under this Schedule 14 and has carried out the instructions as provided in paragraph 2.2 of this Schedule 14.
- 3.2** Nothing in this Schedule 14 shall be construed in any way to limit a Party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the Site and the assertion of such right by initiating judicial proceedings is not to be construed as

a waiver of any right that Party may have under paragraph 2.5 to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

4. NOTICES

4.1 The Parties agree to copy the Consultant on all notices given hereunder.

**SCHEDULE 15
BID BOND**

Bond No.:

Bond Amount: **[REDACTED]**% of the Cost of the Work as set out by the Principal in the Cost of the Work Form submitted by the Principal in respect of Schedule 2 Form 2-2 of RFP No. OIPC-08-23-M064 (“**Cost of the Work**”)

KNOW BY ALL BY THESE PRESENTS, that:

**Vanbots, a Division of Carillion Construction Inc.
and Vanmed Construction Corporation**

as Principal, hereinafter called the “Principal”

and

[REDACTED]

as Surety, hereinafter called the “Surety”,

are held and firmly bound unto The Royal Victoria Hospital of Barrie, as obligees, (hereinafter collectively called the “**Obligee**”), each in the amount of **[REDACTED]** percent (**[REDACTED]**%) of the Cost of the Work in lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal submitted a proposal (hereinafter the “**Proposal**”) dated October 30, 2008 (the “**RFP Submission Date**”) to the Obligee in response to Request for Proposals No. OIPC-08-23-M064 dated June 16, 2008 (the “**RFP**”) for The Royal Victoria Hospital of Barrie Project (hereinafter the “**Work**”). Capitalized terms not defined herein shall have the meaning given to them in the RFP.

NOW THEREFORE THE CONDITION OF THIS OBLIGATION is such that if, on acceptance of the Proposal in accordance with the terms and conditions of the RFP, the Principal shall, within the time required, comply with all terms and conditions of the RFP, including, but not limited to, satisfaction of the Principal’s obligations under the RFP, execute the Project Agreement Documents, complete all of the requirements of Commercial Close, complete all of the requirements of Financial Close, and give good and sufficient bonds as required under, and to secure the performance of the Work under, the terms and conditions of the Project Agreement Documents and the payment of its obligations thereunder for all labour, materials and services used or reasonably required for use in the performance of the Project Agreement Documents, then this obligation shall be null and void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the Cost of the Work set out in the Proposal and the amount for which the Obligee legally contracts with another party to perform the Work if the latter amount be in excess of the former together with all costs and expenses

including legal costs and expenses incurred by the Obligee in taking any steps to enforce this Bond and to contract with another party to perform the Work.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond. Any suit under this Bond must be instituted before the expiration of twelve (12) months from the date of this Bond.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as principal and that nothing of any kind or matter whatsoever that will not discharge the Principal, shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of sureties to the contrary notwithstanding.

In testimony whereof, the Principal has duly executed these presents under seal and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signatures of its duly authorized officers, this _____ day of _____, 2009.

SIGNED, SEALED and DELIVERED
in the presence of :

Vanbots, a Division of Carillion Construction Inc.

Name of Principal

Signature of Principal

Name:
Title

Vanmed Construction Corporation

Name of Principal

Signature of Principal
Name:
Title

[REDACTED]

Name of Surety

Signature of Surety

Name:
Title:

SCHEDULE 16
RISK ASSESSMENT GUIDELINES

The following chart illustrates the expected treatment of a number of possible changes in the Work:

RISK ASSESSMENT GUIDELINE:

A = Project Co's Design Contingency (PDC)
B = Unforeseen (Owner's cost)
D = Core design functionality (Owner's cost)
C = Scope Change (Owner's cost)

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
1. At SPD level, add 5 fire dampers. Fire rated partition shown on drawings.	✓			
2. 2-hour fire separation required for stairwell. One wall does not show proper Fire Resistance Rating (rated door, hardware, fire damper also required).	✓			
3. Add starter for fan EF-E7 located on roof.	✓			
4. Cost for preparation of interference drawings.	✓			
5. Structural design insufficient to accommodate loading requirements of the specified equipment in penthouse.				✓
6. Provide 7 lab sinks complete with taps, wastes and fittings.			✓	
7. Furred out space in existing construction not sufficient for ducts shown, existing conditions did not conform to the Consultant's assumptions.		✓		
8. Final equipment selection requires modifications to services/space outside the tolerances specified.			✓	
9. Reinforcing to install wall mounted equipment not shown, but is required by manufacturer.	✓			
10. Replace 20' of underground broken drainage pipe.		✓		
11. As per industry standards, maintain or reroute existing services running through existing spaces.	✓			
12. Testing and removal of abandoned fire alarm system in existing facility, not identified or readily inferable on the documents.		✓		
13. Existing duct riser is removed and resulting opening needs to be firestopped.	✓			
14. Existing duct to remain in existing building, firestopping around floor opening to be upgraded to meet <i>Building Code</i> requirements.		✓		

RISK ASSESSMENT GUIDELINE:

A = Project Co's Design Contingency (PDC)

B = Unforeseen (Owner's cost)

D = Core design functionality (Owner's cost)

C = Scope Change (Owner's cost)

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
15. Upgrade fire separation of existing stairwell: building inspector rules that existing conditions do not meet <i>Building Code</i> with extensive renovations proposed.		✓		
16. Emergency voice communications speakers volume meets specification, but not sufficient when tested by building inspector. Relocation or additional speakers required.		✓		
17. Sprinkler layout does not comply with code requirements. (note: Project Co/Contractor provides sprinkler layout).	✓			
18. Re: exit requirements, building inspector rules that travel distance is exceeded (different method of measuring) Additional measures to be implemented.		✓		
19. Building inspector and Fire Marshall have different interpretations of whether standpipe enclosure to be fire rated. Additional cost incurred.		✓		
20. Bulkhead impedes visibility of exit sign. Modifications to exit sign placement required.	✓			
21. Headroom does not meet <i>Building Code</i> or design requirements due to lack of design coordination and Contractor, Subcontractor coordination.	✓			
22. Headroom does not meet <i>Building Code</i> or design requirements due to initial design fundamentally unable to meet headroom requirements.				✓
23. Barrier free washrooms do not achieve turning radius due to Project co-initiated change to toilet size.	✓			
24. Barrier free washrooms do not achieve turning radius due to design/construction coordination issues.	✓			
25. Barrier free washrooms do not achieve turning radius due to initial design fundamentally unable to provide required turning radius.				✓
26. Compliance with CSA Z32-04 electrical receptacles in patient care areas not achieved because regular receptacles specified.				✓
27. Testing for compliance with CSA Z32-04 electrical receptacles in-patient care areas not achieved because they are not properly grounded.	✓			

RISK ASSESSMENT GUIDELINE:

A = Project Co's Design Contingency (PDC)

B = Unforeseen (Owner's cost)

D = Core design functionality (Owner's cost)

C = Scope Change (Owner's cost)

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
28. Providing additional electrical connections (not on the drawings) to supply fans (on the drawings) required additional capacity in the electrical panel. (a) Electrical connections: PDC (b) Capacity of panel: Owner	✓			✓
29. Interference drawings and on-site conditions require additional lengths of ductwork/insulation.	✓			
30. Floor layout requires a total of 20,000 cfm air supply but unit is sized at 10,000 cfm.				✓
31. Drains required for refrigerator/freezers shown on equipment schedule but not on drawings. Requires larger main drain. (a) Drains: PDC (b) Main drain size increase: Owner	✓			✓
32. New structural openings required (not shown on Drawings) in existing or new construction due to new duct risers (shown on Drawings).	✓			
33. Infilling of existing structural openings found after demolition (not on existing documentation nor properly inferable, readily apparent or readily discoverable from such existing documentation)		✓		
34. Shower specified would not fit through door in existing facility.				✓
35. Shower specified would not fit through door in new facility. (Project Co/Contractor can install prior to installing door).	✓			
36. Owner's food service provider requires changes to M&E Services supplying coffee shop.			✓	
37. Sump pit shown on Drawings but sump pit cover missing from specification.	✓			
38. Millwork schedule for a patient room shows nothing, but plans show millwork for clothing storage in patient room.	✓			
39. Fan shown on mechanical drawing but not connected on electrical drawings. Connection of fan to closest Motor Control Centre.	✓			

RISK ASSESSMENT GUIDELINE:

A = Project Co's Design Contingency (PDC)

B = Unforeseen (Owner's cost)

D = Core design functionality (Owner's cost)

C = Scope Change (Owner's cost)

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
40. Same as 39 above but the feeder to Motor Control Centre needs to be modified to suit additional increase in Load.				✓
41. Five fire shutters shown, one additional fire shutter required on 6th opening adjacent to other five.	✓			
42. Five fire shutters shown, one additional fire shutter required because building inspector interprets building code differently from the consultants and on which basis the building permit was received.		✓		
43. Mechanical specifications heat wheels as equipment in the Project, but they do not appear on the drawings so quantity and location not known.				✓

Note 1: Project Co shall be responsible to meet all codes, regulations, bylaws and standards to the same extent as per industry standard on similar projects in Ontario.

Note 2: These examples are illustrative examples of the types of Design Issues which may be encountered, and the findings the Consultant might reasonably make as to whether the issues are properly characterized as Project Co Design issues. These examples are not intended to be definitive or complete.

Note 3: It is the intent that the Project Co Parties should also be aware of the Project Co Design Contingency, as defined in the Project Agreement.

SCHEDULE 17
FORM OF INSURANCE AND BONDING TRUST AGREEMENT

THIS AGREEMENT is made as of the • day of •, 2009

AMONG:

THE ROYAL VICTORIA HOSPITAL OF BARRIE, a non-share capital corporation incorporated under the laws of Ontario

(**“Owner”**)

AND:

CIT FINANCIAL LTD., acting as agent for and on behalf of Lender

(the **“Lender’s Agent”**)

AND:

VANMED CONSTRUCTION CORPORATION, a corporation incorporated under the laws of Ontario

AND:

BNY TRUST COMPANY OF CANADA, a trust company incorporated under the laws of Canada and registered to carry on the business of a trust company in Ontario

(the **“Account Trustee”**)

WHEREAS:

- A. Owner and Project Co have entered into the Project Agreement.
- B. Owner, Lender’s Agent and Project Co have entered into the Lender’s Direct Agreement.
- C. Owner, Lender’s Agent and Project Co have agreed that all amounts from time to time contained in the Insurance Trust Account are to be held in trust by the Account Trustee in accordance with the terms of this Insurance and Bonding Trust Agreement, and that no releases, distributions or transfers of any funds from the Insurance Trust Account shall be made other than in accordance with the terms of this Insurance and Bonding Trust Agreement.
- D. Owner, Lender’s Agent and Project Co have agreed that the Bonds are to be held in trust by the Account Trustee in accordance with the terms of this Insurance and Bonding Agreement and that no releases of the original copy of the Bonds shall be made other than in accordance with the terms of this Insurance and Bonding Trust Agreement.

NOW THEREFORE in consideration of the mutual covenants and agreements of the Parties hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

1. DEFINITIONS

In this Insurance and Bonding Trust Agreement, unless the context otherwise requires:

- (a) “**Account Trustee**” means BNY Trust Company of Canada.
- (b) “**Appointed Representative**” has the meaning given in the Lender’s Direct Agreement.
- (c) “**Bank**” means [•].
- (d) “**Bonds**” means [•].
- (e) “**Business Day**” has the meaning given in the Project Agreement.
- (f) “**Change of Authorization Event**” has the meaning given in Section 9(a)(ii) of this Insurance and Bonding Trust Agreement.
- (g) “**Change of Authorization Notice**” has the meaning given in Section 9(b)(ii) of this Insurance and Bonding Trust Agreement.
- (h) “**Default Notice**” means a written notice given by Lender’s Agent to the Account Trustee and Owner that an event of default under the Lending Agreements has occurred and is continuing.
- (i) “**Default Period**” means the period commencing on the date upon which the Account Trustee and Owner receives a Default Notice and ending on the date upon which the Account Trustee and Owner receives written notice from Lender’s Agent that the event of default which was the subject matter of the applicable Default Notice has been cured.
- (j) “**Facility**” has the meaning given in the Project Agreement.
- (k) “**Governmental Authority**” has the meaning given in the Project Agreement.
- (l) “**Insurance and Bonding Trust Agreement**” means this insurance and bonding trust agreement.
- (m) “**Insurance Policies**” has the meaning given in Section 4 of this Insurance and Bonding Trust Agreement.
- (n) “**Insurance Proceeds**” has the meaning given in Section 6(a) of this Insurance and Bonding Trust Agreement.

- (o) “**Insurance Trust Account**” means Account No. [●] at [●].
- (p) “**Lender**” has the meaning given in the Project Agreement.
- (q) “**Lender’s Agent**” means CIT Financial Ltd. acting as agent for and on behalf of Lender.
- (r) “**Lender’s Direct Agreement**” means the Lender’s Direct Agreement made on or about the date hereof between Owner, Project Co and Lender’s Agent.
- (s) “**Lending Agreements**” has the meaning given in the Project Agreement.
- (t) “**Multiple Obligee Rider(s)**” means the multiple obligee rider(s) applicable to the Bonds pursuant to which Project Co, Owner and Lender’s Agent are multiple obligees under the Bonds.
- (u) “**Multiple Obligees**” means, collectively, Project Co, Owner and Lender’s Agent.
- (v) “**Notice Period**” has the meaning given in the Lender’s Direct Agreement.
- (w) “**Order**” has the meaning given in Section 8(k) of this Insurance and Bonding Trust Agreement.
- (x) “**Owner**” means The Royal Victoria Hospital of Barrie.
- (y) “**Party**” means any of Owner, Project Co, Lender’s Agent or the Account Trustee, and “**Parties**” means all of Owner, Project Co, Lender’s Agent and the Account Trustee.
- (z) “**person**” has the meaning given in the Project Agreement.
- (aa) “**Project**” has the meaning given in the Project Agreement.
- (bb) “**Project Agreement**” means the project agreement made on or about the date hereof between Owner and Project Co.
- (cc) “**Project Co**” means Vanmed Construction Corporation.
- (dd) “**Project Co Event of Default**” has the meaning given in the Project Agreement.
- (ee) “**Replacement Project Agreement**” has the meaning given in the Lender’s Direct Agreement.
- (ff) “**Replacement Project Co**” has the meaning given in the Lender’s Direct Agreement.
- (gg) “**Step-In Notice**” has the meaning given in the Lender’s Direct Agreement.
- (hh) “**Step-In Period**” has the meaning given in the Lender’s Direct Agreement.

- (ii) **“Trust Property”** means all of the property held in trust by the Account Trustee pursuant to this Insurance and Bonding Trust Agreement, including, without limitation, the original copy of the Bonds, the Insurance Trust Account, and all amounts from time to time contained therein, the Insurance Policies and the Insurance Proceeds.

2. INTERPRETATION

This Insurance and Bonding Trust Agreement shall be interpreted according to the following provisions, unless the context requires a different meaning:

- (a) The headings in this Insurance and Bonding Trust Agreement are for convenience of reference only, shall not constitute a part of this Insurance and Bonding Trust Agreement, and shall not be taken into consideration in the interpretation of, or affect the meaning of, this Insurance and Bonding Trust Agreement.
- (b) Unless the context otherwise requires, references to specific Sections, Clauses, Paragraphs, Subparagraphs, and other divisions are references to such Sections, Clauses, Paragraphs, Subparagraphs, or divisions of this Insurance and Bonding Trust Agreement and the terms “Section” and “Clause” are used interchangeably and are synonymous.
- (c) Words importing persons or parties are to be broadly interpreted and include an individual, corporation, firm, partnership, joint venture, trust, unincorporated organization, Governmental Authority, unincorporated body of persons or association and any other entity having legal capacity, and the heirs, beneficiaries, executors, administrators or other legal representatives of a person in such capacity.
- (d) Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine, feminine and neuter genders include all other genders.
- (e) References to any standard, principle, agreement or document include (subject to all relevant approvals and any other provisions of this Insurance and Bonding Trust Agreement concerning amendments) a reference to that standard, principle, agreement or document as amended, supplemented, restated, substituted, replaced, novated or assigned.
- (f) The words in this Insurance and Bonding Trust Agreement shall bear their natural meaning.
- (g) References containing terms such as:
 - (i) “hereof”, “herein”, “hereto”, “hereinafter”, and other terms of like import are not limited in applicability to the specific provision within which such references are set forth but instead refer to this Insurance and Bonding Trust Agreement taken as a whole; and

- (ii) “includes” and “including”, whether or not used with the words “without limitation” or “but not limited to”, shall not be deemed limited by the specific enumeration of items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean “includes without limitation” and “including without limitation”.
- (h) In construing this Insurance and Bonding Trust Agreement, the rule known as the ejusdem generis rule shall not apply nor shall any similar rule or approach to the construction of this Insurance and Bonding Trust Agreement and, accordingly, general words introduced or followed by the word “other” or “including” or “in particular” shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.
- (i) Where this Insurance and Bonding Trust Agreement states that an obligation shall be performed “no later than” or “within” or “by” a stipulated date or event which is a prescribed number of days after a stipulated date or event, the latest time for performance shall be 5:00 p.m. on the last day for performance of the obligation concerned, or, if that day is not a Business Day, 5:00 p.m. on the next Business Day.
- (j) Where this Insurance and Bonding Trust Agreement states that an obligation shall be performed “on” a stipulated date, the latest time for performance shall be 5:00 p.m. on that day, or, if that day is not a Business Day, 5:00 p.m. on the next Business Day.
- (k) Any reference to time of day or date means the local time or date in Barrie, Ontario.
- (l) Unless otherwise indicated, time periods will be strictly construed and time shall be of the essence hereof.
- (m) Whenever the terms “will” or “shall” are used in this Insurance and Bonding Trust Agreement they shall be construed and interpreted as synonymous and to read “shall”.

3. BONDS AND INSURANCE TRUST ACCOUNT

- (a) Prior to the commencement of a Default Period, the Insurance Trust Account and all amounts from time to time contained therein, including interest thereon, shall be held in trust by the Account Trustee for the benefit of Project Co. During a Default Period, the original copy of the Bonds and Insurance Trust Account, and all amounts from time to time contained therein, shall be held in trust by the Account Trustee for the benefit of Lender’s Agent and Lender, provided that, upon receipt by the Account Trustee of a Change of Authorization Notice, the original copy of the Bonds, the Insurance Trust Account, and all amounts from time to time contained therein, shall be held in trust by the Account Trustee for the benefit of Owner.

- (b) The Account Trustee shall not release the original copy of the Bonds or release, distribute or transfer any funds from the Insurance Trust Account other than in accordance with the terms of this Insurance and Bonding Trust Agreement.
- (c) Notwithstanding any other provision of this Insurance and Bonding Trust Agreement, Lender's Agent, Owner, and Project Co agree that (x) if Project Co or Lender's Agent receives the original copy of the Bonds, the Bonds will be enforced for the purpose of completion of the Project, and (y) if any of them either receives any Insurance Proceeds from the Insurance Trust Account or has the right to direct the Account Trustee to advance funds in respect of any Insurance Proceeds from the Insurance Trust Account to third parties, such funds shall be directed, used or advanced only for one of the following purposes:
 - (i) the repair, reinstatement, restoration or replacement of the Facility or any other assets, materials or goods necessary or desirable for the carrying out of the Project Operations in respect of which such Insurance Proceeds have been paid; or
 - (ii) the completion of the Project.

4. DELIVERY OF ORIGINAL BONDS AND INSURANCE POLICIES

Project Co shall deliver, or cause to be delivered, to the Account Trustee an original copy of all Bonds Project Co is required to obtain under the Project Agreement and all originals of all insurance policies that Project Co is required to maintain under the Project Agreement (collectively, the "Insurance Policies"), and the Account Trustee shall hold the original copy of the Bonds and Insurance Policies in trust in accordance with the provisions of this Insurance and Bonding Trust Agreement.

5. BONDS

- (a) If the Account Trustee and Owner have received a Default Notice, and if Lender's Agent presents to the Account Trustee (and the other parties to this Insurance and Bonding Trust Agreement) a declaration that it or any person Lender's Agent designates requires possession of the original copy of the Bonds for the purpose of establishing and/or enforcing the rights of any Multiple Obligee thereunder, and the Account Trustee has received written authorization from Owner confirming Lender's Agent's right to receive the original copy of the Bonds, the Account Trustee shall provide the original copy of the Bonds to Lender's Agent or such designated party, without the need for further investigation or inquiry by the Account Trustee, provided that, if at any time prior to the release of the original copy of the Bonds to Lender's Agent or a person designated by it, pursuant to the foregoing, the Account Trustee receives a Change of Authorization Notice and Owner presents to the Account Trustee a declaration that it or any person designated by it requires possession of the original copy of the Bonds for the purpose of establishing and/or enforcing the rights of any Multiple Obligee thereunder, the Account Trustee shall provide the same to

Owner or such designated party, without the need for further investigation or inquiry by the Account Trustee that the Owner or the designated party presenting the declaration is entitled to receive the original copy of the Bonds.

- (b) Project Co agrees to obtain or cause to be obtained from the Sureties any required amendment to the Bonds to provide for the foregoing provisions by way of amendment or replacement of the Multiple Obligee Rider now attached to and forming part of the Bonds.
- (c) Owner, Lender's Agent and Project Co covenant and agree to observe and perform their respective covenants, agreements and obligations under the provisions of the Lender's Direct Agreement and further covenant and agree as between them, that if there is any conflict or inconsistency between the provisions of Lender's Direct Agreement and this Insurance and Bonding Trust Agreement, the provisions of the Lender's Direct Agreement shall govern and prevail to the extent of such conflict or inconsistency.

6. INSURANCE PROCEEDS

- (a) The Account Trustee shall distribute any proceeds of any Insurance Policy that are paid over to it by any insurer, Project Co, Lender's Agent or Owner (the "**Insurance Proceeds**") as follows:
 - (i) in the case of third party legal liability or employer's liability insurance, to the relevant claimant in satisfaction of the claim, demand, proceeding or liability in respect of which such Insurance Proceeds are payable;
 - (ii) in the case of any property builders' risk "All Risk" insurance, boiler and machinery insurance or property insurance:
 - (A) if the Account Trustee has not received a Default Notice and:
 - (1) if the amount of such Insurance Proceeds, together with the aggregate of all Insurance Proceeds in respect of the assets in respect of which such Insurance Proceeds have been paid in the same calendar month, is less than \$[REDACTED], to Project Co to repair, restore or replace the assets in respect of which such Insurance Proceeds have been paid; or
 - (2) if the amount of such Insurance Proceeds, together with the aggregate of all Insurance Proceeds in respect of the assets in respect of which such Insurance Proceeds have been paid in the same calendar month, is equal to or greater than \$[REDACTED], to Lender's Agent to reimburse Project Co for the costs of repairing, restoring or replacing the assets in respect of which such Insurance Proceeds have been paid; or

- (B) if the Account Trustee has received a Default Notice, to the Insurance Trust Account to be distributed by the Account Trustee in such amounts and to such persons as Lender's Agent may at any time or from time to time direct in writing, provided that, if the Account Trustee has received a Change of Authorization Notice, the Account Trustee shall release such Insurance Proceeds from the Insurance Trust Account in such amounts and to such parties as Owner may at any time or from time to time direct in writing, in each case, to repair, restore or replace the assets in respect of which such Insurance Proceeds have been paid; and
 - (iii) in the case of all other insurance, to Lender's Agent, or, following receipt by the Account Trustee of a Change of Authorization Notice, to Owner, to be distributed to the parties entitled thereto.
- (b) The Account Trustee shall distribute any excess Insurance Proceeds remaining after the distributions contemplated in Section 6(a) have been made, including any Insurance Proceeds held in the Insurance Trust Account:
 - (i) if the Account Trustee has not received a Default Notice, to Project Co; and
 - (ii) if the Account Trustee has received a Default Notice, to such persons as Lender's Agent, or, following receipt by the Account Trustee of a Change of Authorization Notice, Owner, may at any time or from time to time direct in writing.
- (c) Each of Project Co, Lender's Agent and Owner shall forthwith deliver, or cause to be delivered, to the Account Trustee, any and all Insurance Proceeds it received from time to time and is not otherwise entitled to in accordance with the terms of this Insurance and Bonding Trust Agreement.
- (d) The Account Trustee shall deposit to the Insurance Trust Account all amounts that are paid over to it pursuant to the Insurance Policies or otherwise by Project Co, Owner or Lender's Agent and shall not transfer, release or distribute any such proceeds other than in accordance with this Insurance and Bonding Trust Agreement.

7. ACCOUNT AGREEMENT

The Account Trustee hereby agrees to promptly provide to Lender's Agent all monthly statements and other information with respect to the Insurance Trust Account provided to the Account Trustee by the Bank pursuant to the relevant account agreement. The Account Trustee further agrees that it shall make such requests to the Bank for additional information with respect to the Insurance Trust Account as Lender's Agent may from time to time request in writing. The Account Trustee hereby agrees to promptly provide to Owner all monthly statements and other information with respect to the Insurance Trust Account provided to the Account Trustee by the Bank pursuant to the relevant

account agreement. The Account Trustee further agrees that it shall make such requests to the Bank for additional information with respect to the Insurance Trust Account as Owner may from time to time request in writing.

8. THE ACCOUNT TRUSTEE

- (a) The Account Trustee shall not have any duty or obligation to manage, control, use, make any payment in respect of, register, record, insure, inspect, sell, dispose of or otherwise deal with any part of the Trust Property except as expressly provided by the terms of this Insurance and Bonding Trust Agreement. The Account Trustee shall carry out all written directions given by Lender's Agent, Owner or Project Co, as applicable, in accordance with this Insurance and Bonding Trust Agreement and shall not be required to exercise any discretion in exercising any of its duties under this Insurance and Bonding Trust Agreement in pursuance of such written directions. The Account Trustee shall not be bound to do or take any act, action or proceeding by virtue of the powers conferred on it hereby unless and until it shall have been required to do so under the terms hereof and has received instruction, advice or direction from Lender's Agent, Owner or Project Co, as applicable, as to the action to be taken (except with respect to actions specifically set out herein to be performed by the Account Trustee).
- (b) The Account Trustee will exercise its powers and carry out its obligations hereunder as account trustee honestly, in good faith and in the best interests of the beneficiaries hereunder and in connection therewith will exercise that degree of care, diligence, and skill that a reasonably prudent professional trustee would exercise in comparable circumstances. Unless otherwise required by law, the Account Trustee will not be required to give bond surety or security in any jurisdiction for the performance of any duties or obligations hereunder. No provision of this Insurance and Bonding Trust Agreement shall be construed to relieve the Account Trustee from liability for its own dishonesty, fraud, negligence (including, without limitation, negligence in the handling of funds), wilful misconduct, bad faith or reckless disregard of any duty hereunder.
- (c) The Account Trustee will not be subject to any liability whatsoever, in tort, contract or otherwise in connection with the Trust Property or the carrying out of its duties under this Insurance and Bonding Trust Agreement to Lender's Agent, Lender, Owner, Project Co or any other person for any action taken or permitted by it to be taken, or for its failure to take any action, or for not performing any act or fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of the Account Trustee (including any act or provision of any present or future law or of any Governmental Authority, any act of God or war, or the unavailability of any wire or communication facility), provided that the foregoing limitation will not apply in respect of any action or failure to act arising from or in connection with wilful misconduct, negligence or reckless disregard of duty by the Account Trustee. The Account Trustee in doing anything or permitting anything to be done in respect of the Trust Property or the carrying out of its duties under this Insurance and Bonding Trust Agreement is,

and will be conclusively deemed to be, acting as trustee for the beneficiaries hereunder and not in any other capacity. Except to the extent provided in this Section 8(c), the Account Trustee will not be subject to any liability for debts, liabilities, obligations, claims, demands, judgments, costs, charges or expenses against or with respect to the Trust Property, arising out of anything done or permitted by it to be done or its failure to take any action in respect of the execution of its duties hereunder and resort will be had solely to the Trust Property for the payment or performance thereof, and no other property or assets of the Account Trustee, whether owned in its personal capacity or otherwise, will be subject to levy, execution or other enforcement procedure with regard to any obligation under this Insurance and Bonding Trust Agreement.

- (d) The Account Trustee shall not be required to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers hereunder, or in acting at the request or direction of Lender's Agent on behalf of Lender or of Owner or of Project Co, unless it shall have received adequate indemnity or security against such risk or liability satisfactory to it.
- (e) Notwithstanding the foregoing, the Account Trustee shall be liable for any action or failure to act arising from or in connection with the dishonesty, fraud, negligence (including, without limitation, negligence in the handling of funds), wilful misconduct, bad faith or reckless disregard of any duty hereunder by the Account Trustee or any of its directors, officers or employees, or the failure to comply with the standard of care referred to in Section 8(b).
- (f) Except as otherwise provided in Sections 8(c), 8(d) and 8(e):
 - (i) the Account Trustee may rely and shall be protected in acting or refraining from acting upon any signature, resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order or other paper or document reasonably believed by it in good faith to be genuine and to have been signed or presented by the proper party or parties; and
 - (ii) the Account Trustee may exercise its powers and perform its duties by or through such attorneys, representatives, agents and employees as it shall appoint; and may consult with counsel, accountants and other skilled persons selected and employed or retained by it, and the Account Trustee shall not be liable for anything done, suffered or omitted in good faith by it in accordance with the written advice of such counsel, accountants or other skilled persons (provided that such advice pertains to such matters as the Account Trustee may reasonably presume to be within the scope of such person's area of competency) and not contrary to any express provision in this Insurance and Bonding Trust Agreement.

- (g) Project Co hereby agrees to pay, indemnify and hold harmless the Account Trustee from and against any and all loss, liability, cost, claim and expense incurred by the Account Trustee with respect to the performance of this Insurance and Bonding Trust Agreement by the Account Trustee or any of the Account Trustee's directors, officers or employees, unless arising from its or their own dishonesty, fraud, negligence (including negligence in the handling of funds), wilful misconduct, bad faith or reckless disregard of any duty hereunder.
- (h) Project Co shall reimburse the Account Trustee for its reasonable fees and expenses (including the disbursements and reasonable fees of counsel).
- (i) The Account Trustee agrees to look solely to Project Co, and not, except as expressly set forth herein, to Lender's Agent, Lender or Owner for any claim for indemnification which may arise under this Insurance and Bonding Trust Agreement.
- (j) The Account Trustee shall be responsible for keeping all appropriate books and records relating to the receipt and disbursement of all money which it receives hereunder.
- (k) If at any time the Account Trustee is served with any judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process which in any way affects the Trust Property held by it hereunder (including orders of attachment or garnishment or other forms of levies or injunctions or stays relating to the transfer of Trust Property) (each, an "Order"), the Account Trustee is authorized to comply therewith in any manner as it or legal counsel of its own choosing deems appropriate. The Account Trustee shall in no way be bound to call for further evidence (whether as to due execution validly or effectiveness, or the jurisdiction of any court, or as to the truth of any fact), and shall not be responsible for any loss that may be occasioned by its failing to do so. If the Account Trustee complies with any Order, the Account Trustee shall not be liable to any of the parties hereto or to any other person or entity even though such Order may be subsequently modified or vacated or otherwise determined to have been without legal force or effect. If the Account Trustee is served with any Order, it shall forthwith and, in any event, within three (3) Business Days, deliver a copy of such Order to each of Lender's Agent, Owner and Project Co.
- (l) Unless otherwise specifically set forth herein, the Account Trustee shall proceed as soon as practicable to collect any cheques or other collection items at any time deposited hereunder. All such collections shall be subject to the Account Trustee's usual collection practices or terms regarding items received by the Account Trustee for deposit or collection. Except and to the extent provided herein, the Account Trustee shall not be required, or have any duty, to notify any person of any payment or maturity under the terms of any instrument deposited hereunder, nor to take any legal action to enforce payment of any cheque, note or security deposited hereunder, or to exercise any right or privilege which may be afforded to the holder of any such security.

- (m) In the event that the Account Trustee determines that any direction, instruction, notice or other communication given under this Insurance and Bonding Trust Agreement by Lender's Agent or, where the Account Trustee has received a Change of Authorization Notice, Owner, is ambiguous or uncertain, the Account Trustee may, in its sole discretion, refrain from taking any action other than retaining possession of the Trust Property, unless the Account Trustee has received written instructions, signed by Lender's Agent or, if the Account Trustee has received a Change of Authorization Notice, Owner, which resolve such ambiguity or uncertainty, provided that the Account Trustee shall, forthwith upon determining that such direction, instruction, notice or other communication is ambiguous or uncertain, seek clarification from Lender's Agent, or where the Account Trustee has received a Change of Authorization Notice, Owner, to resolve such ambiguity or uncertainty.
- (n) Prior to receipt of a Change of Authorization Notice by the Account Trustee, any instruction, notice or other communication delivered to the Account Trustee by Lender's Agent shall be paramount to and supersede any direction, instruction, notice or other communication from any other party to this Insurance and Bonding Trust Agreement, and the Account Trustee shall comply with such direction, instruction, notice or other communication from Lender's Agent. After the Account Trustee has received a Change of Authorization Notice, any instruction, notice or other communication delivered to the Account Trustee by Owner shall be paramount to and supersede any direction, instruction, notice or other communication from any other party to this Insurance and Bonding Trust Agreement, and the Account Trustee shall comply with such direction, instruction, notice or other communication from Owner.
- (o) Each of Lender's Agent and Owner shall provide to the Account Trustee an incumbency certificate setting out the names and sample signatures of individuals authorized to give instructions to the Account Trustee hereunder. The Account Trustee shall be entitled to rely on each such incumbency certificate until a revised or replacement incumbency certificate is provided to the Account Trustee by Lender's Agent or Owner, as applicable. The Account Trustee shall refuse to act upon any instruction given by Lender's Agent or Owner which is signed by any person other than an individual named in the incumbency certificate provided to the Account Trustee by Lender's Agent or Owner, as applicable, pursuant to this Section 8(o), as any such incumbency certificate may be amended, supplemented or replaced from time to time.
- (p) The Account Trustee shall be entitled to rely, and act upon, on any direction, instruction, notice or other communication provided to it hereunder which is sent to it by facsimile transmission, provided that any such direction, instruction, notice or other communication is signed by an individual named in the incumbency certificate delivered to the Account Trustee by Lender's Agent or Owner, as applicable, pursuant to Section 8(o).

9. LENDER'S AGENT AND OWNER RIGHTS TO DIRECT

- (a) Until the first to occur of:
 - (i) the expiry of the Notice Period under the Lender's Direct Agreement where no Step-In Notice has been delivered thereunder;
 - (ii) the expiry of the Step-In Period under the Lender's Direct Agreement where none of the following has occurred:
 - (A) an assignment to a Replacement Project Co;
 - (B) a Replacement Project Agreement has been entered into; or
 - (C) the Appointed Representative has cured the Project Co Event of Default,

(each, a "**Change of Authorization Event**"), Lender's Agent shall, subject to Sections 3 and 4 of this Insurance and Bonding Trust Agreement, have the exclusive right to direct the Account Trustee with respect to the original copy of the Bonds, the Insurance Trust Account, the Insurance Policies and the Insurance Proceeds.

- (b) Upon the occurrence of a Change of Authorization Event:
 - (i) Lender's Agent shall cease to be entitled, and Owner shall thenceforth be entitled, to direct the Account Trustee with respect to the original copy of the Bonds, the Insurance Trust Account, the Insurance Policies and the Insurance Proceeds; and
 - (ii) Lender's Agent and Owner shall jointly provide notice to the Account Trustee (a "**Change of Authorization Notice**") that Owner shall, as of the date of such Change of Authorization Event, have the exclusive right to direct the Account Trustee with respect to the original copy of the Bonds, the Insurance Trust Account, the Insurance Policies and the Insurance Proceeds.

10. TERMINATION

- (a) Subject to the provisions of Section 10(b), this Insurance and Bonding Trust Agreement shall remain in full force and effect and be binding in accordance with and to the extent of its terms until:
 - (i) the obligations of Project Co to Lender's Agent and Lender under the Lending Agreements have been paid and performed in full and Lender has no further obligation to make any further advances or other credit accommodations under the Lending Agreements; and

- (ii) the obligations of Project Co to Owner have been paid and performed in full.
- (b) The Account Trustee may terminate this Insurance and Bonding Trust Agreement at any time upon 60 days prior written notice to the other parties hereto, provided that no termination of this Insurance and Bonding Trust Agreement by the Account Trustee shall be effective until such time as Lender's Agent, Owner, and Project Co have entered into a replacement Insurance and Bonding Trust Agreement on the same terms and conditions as this Insurance and Bonding Trust Agreement with a replacement account trustee satisfactory to Lender's Agent, Lender and Owner.

11. ASSIGNMENT

The Account Trustee shall not assign, transfer or otherwise dispose of any of its rights or obligations under this Insurance and Bonding Trust Agreement without the prior written consent of Lender's Agent, Owner and Project Co.

12. NOTICES

- (a) All notices, requests, demands, instructions, certificates, consents and other communications required or permitted under this Insurance and Bonding Agreement shall be in writing (whether or not "written notice" or "notice in writing" is specifically required by the applicable provision of this Insurance and Bonding Trust Agreement) and served by sending the same by registered mail, facsimile or by hand, as follows:

If to Owner:	The Royal Victoria Hospital of Barrie 201 Georgian Drive Barrie, Ontario, L4M 6M2 Fax No.: [REDACTED] Attn.: [REDACTED]
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With a copy to Infrastructure Ontario:	777 Bay Street, 9th Floor Toronto, Ontario, M5G 2C8 Fax No.: [REDACTED] Attn: [REDACTED]
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If to Lender's Agent:	CIT Financial Ltd. 207 Queens Quay West, Suite 700 Toronto, Ontario M5J 1A7 Fax No.: [REDACTED] Attention: [REDACTED]
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If to Project Co: Vanmed Construction Corporation
50 Acadia Avenue
Markham, Ontario L3R 0B3

Fax No.: [REDACTED]
Attn.: [REDACTED]

with a copy to: 80 North Queen Street
Etobicoke, Ontario M8Z 5Z6
Fax No.: [REDACTED]
Attn: [REDACTED]

If to the Account Trustee: 4 King Street West, Suite 1101
Toronto, Ontario M5H 1B6

Fax No.: [REDACTED]
Attn.: [REDACTED]

- (b) Where any notice is provided or submitted to a Party via facsimile, an original of the notice sent via facsimile shall promptly be sent by regular mail or registered mail. For greater certainty, a notice given via facsimile shall not be invalid by reason only of a Party's failure to comply with this Section 12(b).
- (c) Any Party to this Insurance and Bonding Trust Agreement may, from time to time, change any of its contact information set forth in Section 12(a) by prior notice to the other Parties, and such change shall be effective on the Business Day that next follows the recipient Party's receipt of such notice unless a later effective date is given in such notice.
- (d) Subject to Sections 12(e), 12(f) and 12(g):
 - (i) a Notice given by registered mail shall be deemed to have been received on the third Business Day after mailing;
 - (ii) a Notice given by hand delivery shall be deemed to have been received on the day it is delivered; and
 - (iii) a Notice given by facsimile shall be deemed to have been received on the day it is transmitted by facsimile.
- (e) If the Party giving the Notice knows or ought reasonably to know of difficulties with the postal system which might affect negatively the delivery of mail, any such Notice shall not be mailed but shall be made or given by personal delivery or by facsimile transmission in accordance with this Section 12.
- (f) If any Notice delivered by hand or transmitted by facsimile is so delivered or transmitted, as the case may be, either on a day that is not a Business Day or on a

Business Day after 4:00 p.m. (recipient's local time), then such Notice shall be deemed to have been received by such recipient on the next Business Day.

- (g) A Notice given by facsimile shall be deemed to have been received by the recipient on the day it is transmitted only if a facsimile transmission report (maintained by the sender) indicates that the transmission of such Notice was successful.

13. AMENDMENTS

This Insurance and Bonding Trust Agreement may not be varied, amended or supplemented except by an agreement in writing signed by duly authorized representatives of the Parties and stating on its face that it is intended to be an amendment, restatement or other modification, as the case may be, to this Insurance and Bonding Trust Agreement.

14. WAIVER

- (a) No waiver made or given by a Party under or in connection with this Insurance and Bonding Trust Agreement shall be binding or effective unless the waiver is in writing, signed by an authorized representative of the Party giving such waiver, and delivered by such Party to the other Parties. No waiver made with respect to any right, power or remedy in one instance will be deemed to be a waiver with respect to any other instance involving the exercise of such right, power, or remedy or with respect to any other right, power, or remedy.
- (b) Failure by any Party to exercise any of its rights, powers or remedies hereunder or its delay to do so shall not constitute a waiver of those rights, powers or remedies. The single or partial exercise of a right, power or remedy shall not prevent its subsequent exercise or the exercise of any other right, power or remedy.

15. RELATIONSHIP BETWEEN THE PARTIES

The Parties are independent contractors. This Insurance and Bonding Trust Agreement is not intended to and does not create or establish between the Parties any relationship as partners, joint venturers, employer and employee, master and servant, or, except as provided in this Insurance and Bonding Trust Agreement, of principal and agent.

16. ENTIRE AGREEMENT

Except where provided otherwise in this Insurance and Bonding Trust Agreement, this Insurance and Bonding Trust Agreement constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings, whether oral, written, express or implied, concerning the subject matter of this Insurance and Bonding Trust Agreement.

17. SEVERABILITY

Each provision of this Insurance and Bonding Trust Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Insurance and Bonding Trust Agreement is declared invalid, unenforceable or illegal by the courts of a competent jurisdiction, such provision may be severed and such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Insurance and Bonding Trust Agreement. If any such provision of this Insurance and Bonding Trust Agreement is invalid, unenforceable or illegal, the Parties shall, acting in good faith, promptly negotiate new provisions to eliminate such invalidity, unenforceability or illegality and to restore this Insurance and Bonding Trust Agreement as near as possible to its original intent and effect.

18. ENUREMENT

This Insurance and Bonding Trust Agreement shall enure to the benefit of, and be binding on, each of the Parties and their respective successors and permitted transferees and assigns.

19. GOVERNING LAW AND JURISDICTION

- (a) This Insurance and Bonding Trust Agreement shall be governed by and construed in accordance with the laws of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract, without regard to conflict of laws principles.
- (b) The Parties agree that the courts of the Province of Ontario and all courts competent to hear appeals therefrom shall have exclusive jurisdiction to hear and settle any action, suit, proceeding or dispute in connection with this Insurance and Bonding Trust Agreement and hereby irrevocably attorn to the exclusive jurisdiction of such courts.

20. FURTHER ASSURANCE

Each Party shall do all things, from time to time, and execute all reasonable further documents necessary to give full effect to this Insurance and Bonding Trust Agreement.

21. LANGUAGE OF AGREEMENT

Each Party acknowledges having requested and being satisfied that this Insurance and Bonding Trust Agreement and related documents be drawn in English. Chacune des parties reconnaît avoir demandé que ce document et ses annexes soient rédigés en anglais et s'en declare satisfaite.

22. COUNTERPARTS

This Insurance and Bonding Trust Agreement may be executed in one or more counterparts. Any single counterpart or a set of counterparts executed, in either case, by all the Parties shall constitute a full, original and binding agreement for all purposes. Counterparts may be executed either in original or faxed form provided that any Party providing its signature in faxed form shall promptly forward to such Party an original signed copy of this Insurance and Bonding Trust Agreement which was so faxed.

[NTD: To the extent that Owner is named under, has an interest in or is otherwise entitled to the benefit of any performance security, the provisions of this agreement will be extended to apply to any performance security proceeds.]

[SIGNATURE PAGES IMMEDIATELY FOLLOW]

IN WITNESS WHEREOF the Parties have executed this Insurance and Bonding Trust Agreement as of the date first above written.

THE ROYAL VICTORIA HOSPITAL OF BARRIE

Per: _____
Name: [REDACTED]
Title: [REDACTED]

Per: _____
Name: [REDACTED]
Title: [REDACTED]

I/We have authority to bind the corporation

CIT FINANCIAL LTD.

Per: _____
Name: [REDACTED]
Title: [REDACTED]

Per: _____
Name: [REDACTED]
Title: [REDACTED]

I/We have authority to bind the corporation

VANMED CONSTRUCTION CORPORATION

Per: _____
Name: [REDACTED]
Title: [REDACTED]

Per: _____
Name:
Title:

I/We have authority to bind the corporation

BNY TRUST COMPANY OF CANADA

Per: _____
Name: [REDACTED]
Title: [REDACTED]

Per: _____
Name: [REDACTED]
Title: [REDACTED]

I/We have authority to bind the corporation

**SCHEDULE 18
PAYMENTS AND HOLDBACKS**

1. APPLICATIONS FOR PAYMENT

- 1.1** The following provisions apply to progress payments on account of Additional Owner Payments and to progress payments to be made by Owner in respect of the period following the Substantial Completion Date, including the Certified Cost to Complete.
- 1.2** Applications for payment on account may be made monthly as the Work progresses.
- 1.3** Application for payment by Project Co shall be dated the last day of the agreed monthly payment period and the amount claimed shall be:
- .1 with respect to the Certified Cost to Complete, based on the value, proportionate to the Cost of the Work, of the Work performed, including Products delivered to the Site at that date, and
 - .2 with respect to Change Orders or Change Directives, the payment of which Owner is responsible for and which are included within Additional Owner Payments, the value of such additional Work performed, including Products delivered to the Site at that date.
- 1.4** Claims for Products delivered to the Site but not yet incorporated into the Work shall be supported by such evidence as the Consultant may reasonably require to establish the value and delivery of the Products.
- 1.5** Project Co shall submit to Owner and the Consultant a Workplace Safety & Insurance Board Certificate of Clearance, the updated Construction Schedule provided under Section 18.2(a) of the Project Agreement and an updated cash flow with each application for payment.
- 1.6** With each application for payment, except the final payment and release of holdback applications, Project Co shall submit a Statutory Declaration on CCDC Form 9A.

2. PROGRESS PAYMENTS

- 2.1** The Consultant will issue to Owner, no later than 10 Business Days after the receipt of an application for payment from Project Co submitted in accordance with Section 1 of this Schedule 18, a certificate addressed to Owner of the progress of the Work. The Consultant will issue a certificate for payment to Owner of Additional Owner Payments payable by Owner with respect to the application for payment from Project Co in the amount applied for or in such other amount as the Consultant determines to be properly due. If the Consultant requires amendments to the application, the Consultant will promptly notify Project Co in writing giving reasons for the amendment.
- 2.2** Payment to Project Co on account of a monthly progress payment in respect of Additional Owner Payments, or progress payments for the period following

the Substantial Completion Date in respect of the Certified Cost to Complete, shall be made no later than 10 Business Days after the date of a certificate for payment issued by the Consultant.

2.3 As long as any Owner Holdback is retained by Owner or any other amount has been held back by Owner in respect of Work completed prior to the Substantial Completion Date and remains unpaid or is deducted from the Owner Final Reimbursement Payment, applications for progress payments pursuant to this Schedule 18 will be provided to Lender's Consultant.

2.4 Notwithstanding the time periods provided regarding the approval and certification of payment by the Consultant in Section 2.1 of this Schedule 18, and for payment in Section 2.2 of this Schedule 18, respectively, the total period of time between receipt of the application for payment by Project Co and payment by Owner shall be no more than 25 Business Days, except with respect to any amount held back from such payment by Owner in accordance with the Project Agreement.

2.5 Construction Liens

.1 Notwithstanding anything else in this Schedule 18 – Payments and Holdbacks, in the event a claim for a construction lien is registered against the Site arising from the performance of the Work, and unless Project Co makes alternative arrangements to bond or otherwise secure the amount of the lien claim and costs associated therewith satisfactory to Owner, acting reasonably, or Owner receives any written notice of lien arising from the performance of the Work, Owner shall be entitled to withhold such portion of any payment otherwise due to Project Co in an amount Owner reasonably determines would be required to satisfy the applicable lien claimant and any costs and expenses incurred by Owner in connection therewith, including such amount on account of costs of the lien claimant such that Owner may, upon payment of the amount of the lien claim together with such costs into court, obtain an order vacating such lien pursuant to the *Construction Lien Act* (Ontario), until such time as such claim has been dealt with as provided below.

.2 In the event that a written notice of a construction lien arising from the performance of the Work is received by Owner, and unless Project Co makes alternative arrangements to bond or otherwise secure the amount of the lien claim and costs associated therewith satisfactory to Owner, acting reasonably, Project Co shall, within 30 days, at its sole expense, arrange for the withdrawal or other disposal of the written notice of a lien pursuant to the *Construction Lien Act* (Ontario).

.3 If a construction lien arising from the performance of the Work is registered against the Site, and unless Project Co makes alternative arrangements to bond or otherwise secure the amount of the lien claim and costs associated therewith satisfactory to Owner, acting reasonably, Project Co shall, within 30 days, at its sole expense, vacate or discharge the lien from title to the Site. If the lien is

merely vacated, Project Co shall, if requested, undertake Owner's defence of any subsequent action commenced in respect of the lien at Project Co's expense.

- .4 If Project Co fails or refuses to vacate or discharge a construction lien or written notice of lien arising from the performance of the Work within the time prescribed above, and unless Project Co makes alternative arrangements to bond or otherwise secure the amount of the lien claim and costs associated therewith satisfactory to Owner, acting reasonably, Owner shall, at its option, be entitled to take all steps necessary to vacate and/or discharge the lien, and all costs incurred by Owner in doing so (including legal fees on a full indemnity basis and any payment which may ultimately be made out of or pursuant to security posted to vacate the lien) shall be for the account of Project Co, and Owner may deduct such amounts from the amounts otherwise due or owing to Project Co.
- .5 Without limiting any of the foregoing, Project Co shall satisfy all judgments and pay all costs resulting from any construction liens arising from the performance of the Work or any actions brought in connection with any such liens, or in connection with any other claim or lawsuit brought against Owner by any person that provided services or materials to the Site which constituted part of the Work.
- .6 The provisions of Sections 2.5.1 through 2.5.5 inclusive do not apply to construction liens (i) filed by Project Co which are claimed as a result of any default of Owner to make payments to Project Co in accordance with the terms of the Project Agreement or (ii) filed by any Owner Party, including for greater certainty Owner's own forces or Owner's other contractors, which are claimed as a result of work in relation to the Project.

3. PAYMENT OF HOLDBACK UPON SUBSTANTIAL COMPLETION

3.1 After the issuance by the Consultant of the certificate of substantial performance of the Work under Section 16.2(c) of the Project Agreement and the certificate of Substantial Completion of the Work under Section 16.2(d) of the Project Agreement, Project Co shall:

- .1 submit an application for payment of the holdback amount;
- .2 submit a written request for release of holdback including a declaration that no written notices of lien arising from the performance of the Work have been received by it;
- .3 submit a Statutory Declaration CCDC 9A; and
- .4 submit an original Workplace Safety & Insurance Board Certificate of Clearance.

3.2 After the later of (i) the receipt of the documents set out in Section 3.1 of this Schedule 18, and (ii) the expiration of a period of 45 days from the date of publication of the certificate of substantial performance pursuant to the *Construction Lien Act* (Ontario), the Consultant shall issue a certificate for payment of the holdback amount.

3.3 Prior to the date of the release of the holdback, Project Co shall have removed from the Site all supplies, waste materials, rubbish and temporary facilities and all personnel except as required to achieve Final Completion or to correct any remaining Minor Deficiencies.

3.4 Subject to the provisions of Section 2.5 of this Schedule 18 and the removal of claims for lien preserved or perfected pursuant to the *Construction Lien Act* (Ontario) arising from the performance of the Work, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable on the second Business Day following the receipt of the certificate for payment of the holdback amount pursuant to Section 3.2 of this Schedule 18.

4. COMPLETION

4.1 Project Co shall provide As-Built Drawings and Specifications, Record Documents, spare parts and shop drawings as soon as possible and in any event within 30 days of the Substantial Completion Date.

4.2 Save and except with Owner's prior written approval, Project Co shall complete all deficient Phase 1A Work and assign and provide all of the Phase 1A Deliverables that remain outstanding no later than 120 days from the date when Completion of the Phase 1A Work is certified and shall complete all Minor Deficiencies and assign and provide all of the Project Deliverables that remain outstanding no later than 120 days from the date when Substantial Completion of the Work is certified, unless the reasons for any delay are acceptable to Owner or the delay is caused by Owner or an Owner Party.

5. FINAL PAYMENT

5.1 When Project Co considers that the Work is completed, Project Co shall submit an application for final payment. Project Co's application for final payment and release of finishing construction lien holdback, shall include the following documentation:

- .1 Project Co's written request for release of holdback, including a declaration that no written notices of lien arising from the performance of the Work have been received by it;
- .2 Project Co's Statutory Declaration CCDC 9A;
- .3 Project Co's Workplace Safety and Insurance Board Certificate of Clearance; and
- .4 a written statement that the Work has been performed to the requirements of the Contract Documents, itemizing approved changes in the Work, the Consultant's written instructions, and modifications required by Governmental Authorities.

5.2 The Consultant will, no later than 10 days after the receipt of an application from Project Co for final payment, complete its review of the Work to verify the validity of the application, and no later than the 3rd Business Day after completing the review, will notify Project Co whether the application is valid or give reasons why it is not valid.

- 5.3** When the Consultant finds Project Co's application for final payment valid, the Consultant will issue a final certificate for payment.
- 5.4** Subject to the other requirements of this Project Agreement, the unpaid balance of the Guaranteed Price shall become payable to Project Co on the later of:
- .1 the 2nd Business Day following the expiration of all liens pursuant to the *Construction Lien Act* (Ontario); and
 - .2 the 2nd Business Day following the issuance of the Consultant's final certificate for payment,

subject to Owner's right under the Project Agreement to withhold payment from the unpaid balance of the Guaranteed Price, including for any amounts required pursuant to Section 6 of this Schedule 18, and any sums required to satisfy any lien or trust claims arising from the Work.

6. WITHHOLDING OF PAYMENT

- 6.1** If because of climatic or other conditions reasonably beyond the control of Project Co, there are items of work that cannot be performed, payment in full for that portion of the Work which has been performed, as certified by the Consultant, shall not be withheld or delayed by Owner on account thereof, but Owner may withhold, until the remaining portion of the Work is finished, only such amount that the Consultant determines is sufficient and reasonable to cover the cost of performing such remaining Work.

7. NON-CONFORMING WORKS

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

**SCHEDULE 19
LIST OF PROJECT CO PARTIES**

Type of Trade	Name of Project Co Party
[REDACTED]	

SCHEDULE 20
FORM OF ASSIGNABLE SUBCONTRACT AGREEMENT

The following is the form of the Assignable Subcontract Agreement referred to in Section 11.8(d) of the Project Agreement:

THIS AGREEMENT made as of the ● day of ●, 2009, between

VANMED CONSTRUCTION CORPORATION, a corporation incorporated under the laws of Ontario

(“**Project Co**”)

OF THE FIRST PART,

- and -

VANBOTS, A DIVISION OF CARILLION CONSTRUCTION INC., a corporation incorporated under the laws of Ontario

(“**Contractor**”)

OF THE SECOND PART,

- and -

●

(“**Subcontractor**”)

OF THE THIRD PART,

- and -

THE ROYAL VICTORIA HOSPITAL OF BARRIE

(“**Owner**”)

OF THE FOURTH PART.

WHEREAS pursuant to a project agreement dated as of the 4th day of February, 2009 between Project Co and Owner (such agreement, together with all amendments thereto which may hereafter be made in accordance with the terms thereof, being hereinafter called the “**Project**”

Agreement”), Project Co has agreed to construct or cause to be constructed the Project as defined in the Project Agreement;

AND WHEREAS Project Co and Contractor entered into a construction contract dated the ____ day of _____, 2009 (such construction contract, together with all amendments thereto which may hereafter be made in accordance with the terms thereof, being hereinafter called the “**Construction Contract**”);

AND WHEREAS with respect to a portion of the Construction Work under the Construction Contract, Contractor and Subcontractor entered into a subcontract dated the ____ day of _____, 2009 (such subcontract together with all amendments thereto which hereafter may be made in accordance with the terms hereof, being hereinafter called the “**Subcontract**”);

AND WHEREAS Contractor has agreed to assign to Owner all of its right, title and interest in and to the Subcontract as collateral security for the guarantee dated _____ given by Contractor in favour of Owner (the “**Guarantee**”);

AND WHEREAS under the Project Agreement, Project Co has agreed to cause Contractor to cause the Subcontractor to enter into this Agreement;

NOW THEREFORE, in consideration of the premises and the covenants herein contained, and the sum of \$2.00, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties agree as follows:

1. As additional security for the observance and performance of the obligations of Contractor under the Guarantee (the “**Obligations**”), Contractor hereby irrevocably assigns, transfers and sets over (the “**Assignment**”) to and in favour of Owner as and by way of a specific assignment and transfer all of the right, title and interest of Contractor in, and with respect to, the Subcontract and all benefit, power and advantage to be derived therefrom and otherwise to enforce the rights of Contractor thereunder (collectively, the “**Assigned Rights**”), provided that the Assignment of the Assigned Rights provided for in this Agreement shall only be effective (i) upon the termination of the Project Agreement as a result of a default or event of default by Project Co thereunder, or (ii) assignment of the Project Agreement to a Replacement Project Co (as defined in the Lender’s Direct Agreement dated the ____ day of _____ between Owner, lender to Project Co (the “**Lender**”) and Project Co), and in either case such Assignment of the Assigned Rights may be exercised by Owner at its option and in its sole and unfettered discretion at any time or times thereafter, subject to and in accordance with the provisions of this Agreement.
2. Unless and until notification is given to the Subcontractor in accordance with any of the notices referred to in subsections 3(c), 3(d) or 3(e) below, Contractor shall be entitled to enforce all of the benefits and powers under the Subcontract and to deal with, and be obligated to, the Subcontractor in respect of the Subcontract and matters arising therefrom in the same manner and to the same extent as if Contractor had not made the Assignment in Section 1 hereof.

3. Subcontractor hereby:

- (a) acknowledges and consents to any Assignment that may occur pursuant to this Agreement and confirms that any such Assignment that may occur pursuant to this Agreement is permitted pursuant to the provisions of the Subcontract;
- (b) agrees to give Owner and Lender prompt written notice of any default by the Contractor under the Subcontract (“**Notice of Default**”), which Notice of Default shall attach an executed copy of the Subcontract as well as a copy of the default notice issued by the Subcontractor to Contractor. Subcontractor agrees that, upon issuance of a Notice of Default, it shall not be entitled to exercise any right it has to terminate the Subcontract for a period of 5 Business Days from the later of (i) the receipt of the Notice of Default by Owner and Lender, and (ii) the date that the Contractor has failed to comply with any applicable cure period in the Subcontract, or, absent a cure period, the expiry of a reasonable period of time to cure such default. If either Owner or Lender (without any obligation to do so) notify the Subcontractor within such 5 Business Day time period that it requires more time to determine whether it can remedy such default by the Contractor, or, in the case of the Owner, exercise the Assignment, Subcontractor shall not be entitled to exercise any right to terminate the Subcontract for a further period of 25 days from the date of receipt of such notice or such longer period as may be reasonably necessary to cure the default, provided that Owner or Lender (as the case may be) are proceeding diligently to cure such default; however, if Owner exercises the Assignment within such further 25 day period, the Subcontractor shall not be entitled to exercise any right to terminate the Subcontract provided that the Assignee (and if applicable, the GC Assignee) agrees to assume the obligations of the Contractor under the Subcontract and, in that regard, executes and delivers the form of assumption notice attached hereto as Appendix A (the “**Assumption Agreement**”). In the event that the Owner or Lender initiates the further 25 day period, referred to above, the Assignee (and if applicable, the GC Assignee) shall compensate the Subcontractor for costs and expenses reasonably incurred for Work performed by the Subcontractor during such further 25 day period including, but not limited to, mobilization and demobilization costs, provided mobilization and demobilization costs are warranted in the context;
- (c) agrees that, immediately upon receipt by Subcontractor of written notice (the “**Assignment Notice**”) from Owner that the Subcontract is being assigned to Owner, Lender or Lender’s or Owner’s nominee (in any event, such party identified in such written notice being the “**Assignee**”), and that the Assignment is pursuant to Section 1, and provided that the Assignee, except as limited herein, agrees to perform its obligations under this Agreement and agrees to assume all of the obligations of the Contractor under the Subcontract and, in that regard, executes and delivers an Assumption Agreement, the Assignee shall have all of the right, title, benefit and interest of Contractor pursuant to the Subcontract, without Subcontractor’s consent and, subject to Section 4(b), without the payment of any penalty, and the Subcontractor shall deal with the Assignee as if it had been originally named in place of Contractor in the Subcontract;

- (d) agrees that the Assignee may, at any time after the giving of the Assignment Notice in subsection 3(c) above, give written notice (the “**Successive Assignment Notice**”) to Subcontractor of a further assignment of the Subcontract to a new general contractor of the Project (the “**GC Assignee**”), and that immediately upon receipt of the Successive Assignment Notice, and provided that the GC Assignee, except as limited herein, agrees to assume all of the obligations of the Contractor under the Subcontract and, in that regard, executes and delivers an Assumption Agreement, the GC Assignee shall have all of the right, title, benefit and interest of Contractor pursuant to the Subcontract without Subcontractor’s consent and, subject to Section 4(b), without the payment of any penalty and Subcontractor shall deal with the GC Assignee as if it had been originally named in place of Contractor in the Subcontract;
 - (e) agrees that, notwithstanding subsections 3(c) and 3(d) herein contained, Owner may give written notice (the “**Direct Assignment Notice**”) to Subcontractor of the assignment of the Subcontract directly to the GC Assignee, and that immediately upon receipt of the Direct Assignment Notice, and provided that the GC Assignee, except as limited herein, agrees to assume all of the obligations of the Contractor under the Subcontract and, in that regard, executes and delivers an Assumption Agreement, the GC Assignee shall have all of the right, title, benefit and interest of Contractor pursuant to the Subcontract without Subcontractor’s consent and, subject to Section 4(b), without the payment of any penalty and Subcontractor shall deal with the GC Assignee as if it had been originally named in place of Contractor in the Subcontract; and
 - (f) agrees, upon the reasonable request of Owner from time to time, to provide a certificate to Owner as to the status of the Subcontract, including a description of any events which, with the passage of time or the giving of notice or both, would constitute a default thereunder.
4. (a) Nothing herein contained shall render Owner or Lender liable to any person for the fulfilment or non-fulfilment of the obligations, covenants and agreements, including, but not limited to the payment of any money thereunder or in respect thereto, of Contractor under the Subcontract, unless and until Owner has given the Assignment Notice to Subcontractor, the giving of which Assignment Notice Subcontractor acknowledges is in the sole and unfettered discretion of Owner, in which event, the Assignee (and if applicable, any GC Assignee) shall, subject to the provisions of 4(b), (c), (d), (e) and (f) hereof, then become liable for all the obligations, covenants and agreements of Contractor under the Subcontract, provided that from and after the date of the Successive Assignment Notice to Subcontractor, the Assignee shall have no liability whatsoever to Subcontractor for any default or for any damages arising in respect of a matter or matters occurring under such Subcontract from and after the date of the Successive Assignment Notice, and provided further, that if Owner gives the Direct Assignment Notice, Owner or Lender shall have no liability whatsoever to Subcontractor for any default or for any damages arising in respect of a matter or matters occurring under the Subcontract at any time, provided in the event of a

Successive Agreement Notice or Direct Assignment Notice, the Assignee thereunder shall, except as limited herein, become liable for all of the obligations, covenants, and agreements of the Contractor under the Subcontract;

- (b) Notwithstanding the provisions of Section 4(a), with respect to the period preceding the effective date of the Assignment (the “**Pre-Assignment Period**”), the only obligations, covenants and agreements of Contractor that Assignee (and if applicable, the GC Assignee) shall be liable for are those payment obligations of Contractor under the Subcontract relating to progress payments outstanding as of the date of the Assignment, claims for payment for change orders, and any other payment obligations relating to claims for delay and acceleration in respect of the performance of the Subcontract and any alleged changes to the schedule which may remain unpaid or outstanding on the date of the Assignment;
- (c) Notwithstanding Section 4(b), the Subcontractor acknowledges and agrees that if during the Pre-Assignment Period, the Owner or Lender has made a proper payment to Project Co or the Contractor on account of Construction Work performed by the Subcontractor and the Contractor has failed to make payment to the Subcontractor, the Assignee (and if applicable, the GC Assignee) shall not be responsible for payment of such amount to the Subcontractor;
- (d) Subject to Section 4(c), if, at the date of the Assignment, there are amounts in dispute between the Contractor and Subcontractor relating to the Subcontract as provided for in Section 4(b) hereof, the Assignee shall only be liable for such amounts once the Subcontractor has established entitlement to the amounts claimed under the Subcontract. The Subcontractor acknowledges and agrees that in its assessment of the outstanding claims relating to the Pre-Assignment Period, Assignee (and if applicable, the GC Assignee) shall require a reasonable period of time to review and assess the validity and reasonableness of the claims. Subcontractor shall provide such further information as is reasonably necessary to allow Assignee (and if applicable, the GC Assignee) to make its determination. If the parties cannot agree on the reasonableness of the amounts claimed, then the parties shall seek to establish a mutually agreed dispute resolution process. If such dispute resolution process is not agreed to within 15 days of notice from the Assignee (and if applicable, the GC Assignee), then either party may resort to litigation to resolve the dispute;
- (e) Except for liability in respect of claims set out in Section 4(b) hereof, neither the Lender nor Owner shall be liable for any other claim for injuries, losses, damages, interest, costs, indemnity, fines, penalties, legal and professional fees and assessments or amounts of any kind whatsoever (including any loss or damage not yet ascertained as at the date of the Assignment) that Subcontractor has as of the date of the Assignment or otherwise shall or hereafter may have for or by reason of or in any way arising out of any cause, matter or thing whatsoever, existing to the effective date of the Assignment; and

- (f) Subcontractor shall reimburse the Assignee (and if applicable any GC Assignee) for any amounts paid or pre-paid to the Subcontractor by the Assignee (and if applicable any GC Assignee) under Section 4(c) in respect of which the Subcontractor at any time during or after the Pre-Assignment Period has been paid, pre-paid, reimbursed or refunded, directly or through set-off, by Owner, Project Co, any Project Co Party or any other person on account of work performed or services rendered by Subcontractor during the Pre-Assignment Period.
5. Subcontractor acknowledges and agrees that all of the right, title and interest of Contractor in the Subcontract have been, or may be, without the consent of the Subcontractor or the payment of any penalty or, subject to Section 4(b), other amount, assigned to Lender as security for the obligations of Project Co and/or Contractor to Lender and that Lender may, upon written notification being given to the Subcontractor by Lender, that Lender is entitled to do so, exercise all of the rights of Contractor under the Subcontract to the same extent as if Lender had been originally named in the place of Contractor in the Subcontract, provided the Lender, except as limited herein, agrees to assume all of the obligations of the Contractor under the Subcontract and, in that regard, executes and delivers an Assumption Agreement.
6. Project Co agrees that all costs and expenses incurred by Owner or Lender in curing or attempting to cure any default by Contractor under the Subcontract, together with interest thereon at the Default Interest Rate (as defined in the Project Agreement) shall be payable by Project Co to Owner or Lender, as the case may be, on demand. Without limiting the foregoing, if Project Co fails to make any such payment to Owner as required hereunder, the amount of such payment shall be deemed to be an amount which is due to Owner by Project Co pursuant to the terms of the Project Agreement.
7. Any notice, request or demand required or permitted to be given hereunder shall be in writing and shall be served personally, sent by prepaid registered mail or by confirmed facsimile transmission addressed as follows:

(a) in the case of Project Co and Contractor:

50 Acadia Avenue
Markham, Ontario L3R 0B3

Attention: [REDACTED]
Facsimile No. [REDACTED]

With a copy to:

80 North Queen Street
Etobicoke, Ontario M8Z 5Z6

Attention: [REDACTED]
Facsimile No. [REDACTED]

(b) in the case of the Subcontractor:

●

Attention:
Facsimile No. (●) ●

(c) in the case of Owner:

The Royal Victoria Hospital of Barrie
201 Georgian Drive
Barrie, Ontario, L4M 6M2

Attention: [REDACTED]
Tel: [REDACTED]
Facsimile No. [REDACTED]

with a copy to the Owner's Project Manager:

The Royal Victoria Hospital of Barrie
201 Georgian Drive
Barrie, Ontario, L4M 6M2

Attention: [REDACTED]
Facsimile No. [REDACTED]

with a copy to Infrastructure Ontario:

777 Bay Street, 9th Floor
Toronto, Ontario, M5G 2C8

Attention: [REDACTED]
Fax: [REDACTED]

with a copy to Lender:

[BANK]
●, Ontario

Attention:
Facsimile No. ●

Any party may from time to time change its address and recipient for service by notice to the other party or parties given in the manner aforesaid.

Notices which are served in the manner aforesaid shall be deemed sufficiently served for all purposes of this Agreement, in the case of those personally served or transmitted by facsimile transmission, on the date of such service or transmission, provided same is a Business Day (as hereinafter defined), and if not on the next following Business Day, and in the case of those given by registered mail, on 5 Business Days following the mailing thereof. Provided that in the event normal mail service is interrupted by strikes, slow-down or other cause, then the party sending the notice shall utilise any similar service which has not been so interrupted in order to ensure the prompt receipt of the notice, request or demand by the other party or parties, and for the purpose of this Section such service shall be deemed to be personal service or facsimile transmission. Business Day shall mean a day which is not: (i) a Saturday or Sunday; or (ii) a day observed as a holiday under the laws of the Province of Ontario or the federal laws of Canada applicable in the Province of Ontario.

8. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
9. This Agreement shall be conclusively deemed to be a contract made under and shall for all purposes be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
10. Subcontractor shall from time to time and at all times hereafter, upon the reasonable written request of Owner so to do, make, do, execute and deliver or cause to be made, done, executed and delivered all such further acts, deeds, assurances and things as may be desirable in the opinion of Owner, acting reasonably, for more effectually implementing and carrying out the true intent and meaning of this Agreement.

11. This Agreement may be executed by the parties in counterparts and may be executed and delivered by facsimile and all such counterparts and facsimiles shall together constitute one and the same agreement.

[SIGNATURE PAGES IMMEDIATELY FOLLOW]

IN WITNESS WHEREOF the parties have executed this Assignable Subcontract Agreement by affixing their corporate seals under the hands of their proper signing officers duly authorized in that behalf.

VANMED CONSTRUCTION CORPORATION

Per: _____
Name: [REDACTED]
Title: [REDACTED]

Per: _____
Name: [REDACTED]
Title: [REDACTED]

I/We have authority to bind the corporation

**VANBOTS, A DIVISION OF CARILLION
CONSTRUCTION INC.**

Per: _____
Name: [REDACTED]
Title: [REDACTED]

Per: _____
Name: [REDACTED]
Title: [REDACTED]

I/We have authority to bind the corporation

[SUBCONTRACTOR]

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the corporation

**THE ROYAL VICTORIA HOSPITAL OF
BARRIE**

Per: _____
Name: [REDACTED]
Title: [REDACTED]

Per: _____
Name: [REDACTED]
Title: [REDACTED]

I/We have authority to bind the corporation

[SIGNATURE PAGE FOR ASSIGNABLE SUBCONTRACT AGREEMENT]

APPENDIX A

FORM OF ASSUMPTION AGREEMENT

_____, 20__

[Subcontractor]

Re. Assignable Subcontract Agreement dated _____, 20__ between Vanmed Construction Corporation, Vanbots, a division of Carillion Construction Inc., [Name of Subcontractor] and The Royal Victoria Hospital of Barrie (the “ASA”)

With reference to the [Assignment Notice / Successive Assignment Notice/Direct Assignment Notice] dated _____, 20__, [Name of Assignee or GC Assignee] hereby agrees to assume all of the obligations of the Contractor to the Subcontractor under the Subcontract dated _____, 20__, and perform the obligations under the ASA, all in accordance with the provisions of the ASA.

Capitalized terms that are not otherwise defined in this notice shall have those meanings set out in the ASA.

Yours truly,

[Name of Assignee or GC Assignee]

SCHEDULE 21 COMMUNICATIONS PROTOCOL

1. GENERAL

1.1 Communications Principles

The Project represents an important infrastructure commitment by the Province. Accordingly, a comprehensive communications and stakeholder relations plan is required to ensure the public is informed and engaged where necessary. This plan will support effective communications between Project Co and Owner, and with Owner stakeholders and the greater Barrie community.

2. OWNER RESPONSIBILITIES

2.1 Lead Communications Role

Owner will assume the lead communications role. Owner will take primary responsibility for all communications matters and will be responsible for:

- (a) providing identified, dedicated lead communications contacts with applicable skills and experience with 24/7 availability on applicable aspects of communications and issues management;
- (b) providing an identified, dedicated media-trained lead media spokesperson, with back-up media-trained personnel, as required with 24/7 availability on applicable aspects of communications;
- (c) acting as primary media contact for the Project;
- (d) providing final review and approval of all public communications materials;
- (e) communicating promptly with all relevant parties on crisis issues and communicating within 24 hours on general issues;
- (f) maintaining and updating the Project website, as required; and
- (g) providing coordinated updates to internal/ external stakeholders, as required.

2.2 Owner Communications Responsibilities

In the period up to the Substantial Completion Date, Owner will be responsible for the following matters:

- (a) **Communications:** To develop a comprehensive communications strategy and program that includes community relations, media relations, marketing, special events, employee communications and government relations regarding issues related to the Project.

- (b) Crisis Communications: To undertake, in cooperation with Project Co, required planning for potential crisis issues related to the Project. A plan will be developed within 30 days of the date of this Project Agreement outlining the roles and responsibilities of both Owner and Project Co during a crisis situation.
- (c) Patient-Related Communication: To provide all patient-related communications.
- (d) Performance Review: To review, on a periodic basis, Project Co's performance in providing communications support as outlined in Section 3.1 of this Schedule 21.

3. PROJECT CO RESPONSIBILITIES

3.1 Support Communications Role

Project Co will assume a supporting role with respect to communications related to the Project. Project Co will be responsible for:

- (a) providing identified, dedicated media-trained lead media spokesperson (with back-up media-trained personnel, as required) with 24/7 availability on applicable aspects of communications;
- (b) responding to communications issues in accordance with agreed timeframes;
- (c) reviewing and/ or providing communications and/ or technical materials reasonably requested by Owner for website content;
- (d) updating, in collaboration with Owner, internal/ external stakeholders, as required, including involvement and participation in community events;
- (e) providing the public/ media reasonable access to the Site for milestone events;
- (f) directing all media enquiries and interview requests to Owner's lead communications contact;
- (g) maintaining a written record of all material public enquiries, complaints and communications and providing copies to Owner's lead communications contact on a weekly basis (or immediately if urgent);
- (h) reporting to Owner on communications matters on an agreed upon basis;
- (i) participating in Owner communications meetings, as required; and
- (j) during a crisis situation, ensuring and making available sufficient resources to work effectively with Owner and proactively manage and perform its communications responsibilities.

3.2 Project Co Communications Responsibilities

In the period up to the Substantial Completion Date, Project Co will:

- (a) within 30 days of the date of this Project Agreement and in collaboration with Owner, develop, maintain and implement a construction liaison and communications plan that includes:
 - (i) a description of Project Co's approach to all communications aspects of the Project;
 - (ii) a description of Project Co's communications team, including the roles and responsibilities for each team member and any Subcontractors who will provide any aspect of the communications program; and
 - (iii) the identification of proposed communication tools to be used to keep the community and other stakeholders informed with respect to the progress of the Project;
- (b) update the construction liaison and communications plan on an annual basis or as reasonably requested by Owner;
- (c) coordinate with Owner in the implementation of the construction liaison and communications plan;
- (d) attend regular meetings with Owner to discuss communication issues and developments;
- (e) produce monthly progress reports, which will include information on activities, public and media enquiries, any emerging issues, and actions taken in response to issues;
- (f) through Owner, provide regular updates to the immediately affected property owners and neighbourhoods on Works related issues with particular attention to communicating the scope, schedule and status of the Works. This will include processes to proactively address any Works related enquiries and issues (e.g., public enquiries and complaints re noise, hours of work, dust, etc.);
- (g) provide regular updates to Owner related to the management of local traffic during the Work;
- (h) develop, in collaboration with Owner, a crisis communication plan outlining roles and responsibilities for a list of potential crisis issues that could develop during the Work; and
- (i) follow any guidelines provided by Owner related to signage or advertising at the Site.

4. MEDIA RELEASES

4.1 Media Releases/Publicity

- (a) Subject to Section 37.1(a) of this Project Agreement, Project Co shall not, and shall ensure that no Project Co Party shall, issue or disseminate any media release, public announcement or public disclosure (whether for publication in the press, on the radio, television, internet or any other medium) relating to the Project, this Project Agreement, or any matters related thereto, without the prior written consent of Owner, in its sole discretion.
- (b) Unless otherwise required by Applicable Law (but only to that extent), neither Party shall use the other Party's name or refer to the other Party, directly or indirectly, in any media release, public announcement or public disclosure (whether for publication in the press, on the radio, television, internet or any other medium) relating to the Project, this Project Agreement or any matter related thereto, without the prior written consent of the other Party.
- (c) Project Co shall, and shall ensure that all Project Co Parties and its and their subcontractors, agents, employees, officers and directors, in each case, comply, at all times, with Owner's media release and publicity protocols or guidelines, as such protocols and/or guidelines are updated by Owner from time to time.

SCHEDULE 22
FORM OF PERFORMANCE GUARANTEE OF CONSTRUCTION GUARANTOR

THIS GUARANTEE is made as of the • day of •, 2009.

BETWEEN:

THE ROYAL VICTORIA HOSPITAL OF BARRIE, a non-share capital corporation incorporated under the laws of Ontario

("Owner")

and

VANBOTS, A DIVISION OF CARILLION CONSTRUCTION INC., a corporation incorporated under the laws of Ontario

("Construction Guarantor")

WHEREAS:

- A. Owner and Vanmed Construction Corporation ("Project Co") have entered into a project agreement dated as of the 4th day of February, 2009 (which agreement, including the schedules thereto, as the same may be amended, modified, restated, supplemented or replaced, from time to time, is hereinafter called the "**Project Agreement**").
- B. As an inducement to Owner to enter the Project Agreement with Project Co, Construction Guarantor has agreed to absolutely, unconditionally and irrevocably guarantee to Owner, as a direct obligation, the full and prompt performance and observance by Project Co of each and every covenant, agreement, undertaking and obligation of Project Co contained in the Project Agreement with respect to the Construction Work, and in furtherance thereof has agreed to enter into this Guarantee.

NOW THEREFORE IN CONSIDERATION of the mutual covenants and agreements of the parties hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions from Project Agreement

- (a) Unless otherwise defined herein, all capitalized terms will have the meanings ascribed to them in the Project Agreement.

- (b) Unless otherwise expressly provided herein, this Guarantee shall be interpreted in accordance with Schedule 1 – Definitions and Interpretation of the Project Agreement.
- (c) For the purpose of this Performance Guarantee of Construction Guarantor only, the term “Construction Work” shall include the Project Co Representations and Warranties set out in Section 7.1(a) of the Project Agreement, except sub-section 7.1(a)(xxi), which sub-section shall remain excluded from the definition of “Construction Work”, and shall include Section 25.1(a)(iii) of the Project Agreement, and provided that, for the purposes only of this Performance Guarantee of Construction Guarantor:
 - (i) in sub-section 7.1(a)(viii) the term “Project Co Event of Default” shall be read as “Project Co Construction Event of Default” as that term is defined in Schedule 1 to the Project Agreement.

1.2 Survival

This Guarantee shall survive the termination or other expiry of the Project Agreement.

2. GUARANTEE

2.1 Guarantee

- (a) Construction Guarantor does hereby absolutely, unconditionally and irrevocably guarantee to Owner, as a direct obligation, the full and prompt performance and observance by Project Co of each and every covenant, agreement, undertaking and obligation of Project Co contained in the Project Agreement with respect to the Construction Work (the “**Guaranteed Obligations**”), and for greater certainty the Guaranteed Obligations do not include any covenants, agreements, undertakings and obligations of Project Co under the Project Agreement under Section 6.4(a) or with respect to Financing or any provision other than the Construction Work.
- (b) Notwithstanding any other provision of this Guarantee, the Construction Guarantor’s undertakings and obligations are derivative of and not in excess of Project Co’s obligations under the Project Agreement and the Construction Guarantor retains all rights, claims, defences and limitations of liability possessed by Project Co under the terms of the Project Agreement or arising from the parties’ performance or failure to perform thereunder and shall be entitled to assert any contractual defences that would have been available to Project Co, including, for greater certainty, that the alleged non-performance or non-observance by Project Co of the Guaranteed Obligations arise out of or are a result of an Owner Event of Default as set out in section 26.1(a) of the Project Agreement.

2.2 General Provisions Relating to the Guarantee

- (a) Each and every default in performance or observance of any of the Guaranteed Obligations by Project Co shall give rise to a separate claim and cause of action hereunder, and separate claims or suits may be made and brought, as the case may be, hereunder as each such default occurs.
- (b) The Guarantee herein provided for shall be a continuing, absolute and unconditional guarantee of performance and observance of the Guaranteed Obligations and shall remain in full force and effect until each and all of the Guaranteed Obligations shall have been fully and satisfactorily discharged in accordance with the terms and provisions of the Project Agreement and Construction Guarantor shall have fully and satisfactorily discharged all of its obligations under this Guarantee.
- (c) The liability of Construction Guarantor hereunder shall remain in full force and effect irrespective of and shall in no way be affected or impaired by (and no notice to Construction Guarantor shall be required in respect of):
 - (i) any compromise, waiver, renewal, extension, indulgence, amendment, addition, deletion, change in, modification of, or release of any security (including any other guarantee, letter of credit or bond) for or in respect of any of the Guaranteed Obligations;
 - (ii) any amalgamation, merger or consolidation of Project Co or Construction Guarantor or any sale, lease or transfer of any of the assets of Project Co or Construction Guarantor;
 - (iii) any Change in the Ownership of Project Co or Construction Guarantor;
 - (iv) any Delay Event (it being acknowledged, however, that the performance of the Guaranteed Obligations shall be extended accordingly);
 - (v) any change in the financial condition of Project Co or Construction Guarantor;
 - (vi) any Project Co Event of Default described in Section 25.1(a)(i) of the Project Agreement, or any resulting release, stay or discharge of any Guaranteed Obligation;
 - (vii) any lack or limitation of power, incapacity or disability on the part of Project Co or any other irregularity, defect or informality on the part of Project Co with respect to the Guaranteed Obligations;
 - (viii) any provision of any laws, statutes, rules or regulations of general application in relation to suretyship or any other circumstance that might constitute, under law generally applicable to suretyship, a defence

- available to, or a discharge of, Construction Guarantor in respect of the Guaranteed Obligations or this Guarantee;
- (ix) the exercise of any rights under the Lending Agreements, including the right of Lender to cure any Project Co Event of Default by or on behalf of Project Co hereunder and/or to assume the obligations of Project Co and complete the Work in the manner provided in the Project Agreement;
 - (x) the assignment by Owner in accordance with the provisions of Section 38.2 of the Project Agreement; or
 - (xi) any other occurrence or circumstance whatsoever, whether similar or dissimilar to the foregoing that, under law generally applicable to suretyship, might otherwise constitute a legal or equitable defence or discharge of the liabilities of a guarantor or surety that might otherwise limit recourse against Construction Guarantor.
- (d) The obligations and liabilities of Construction Guarantor hereunder shall not be impaired, diminished, abated or otherwise affected by the commencement by or against Project Co or Construction Guarantor of any proceedings under any bankruptcy or insolvency law or laws relating to the relief of debtors, readjustment of indebtedness, reorganizations, arrangements, compositions or extension or other similar laws.
- (e) Owner shall not be bound to exhaust its recourse against Project Co or others or any securities (including the Security described in Schedule 13 of the Project Agreement) or other guarantees it may at any time hold before being entitled to performance of the Guaranteed Obligations by the Construction Guarantor and Construction Guarantor renounces all benefits of discussion and division.
- (f) It is the intent and purpose hereof that Construction Guarantor shall not be entitled to and does hereby waive any and all defences which are, under law generally applicable to suretyship, available to a guarantor, sureties and other secondary parties at law or in equity. Without limiting the generality of the foregoing, Construction Guarantor hereby waives notice of acceptance of this Guarantee and of the non-performance by Project Co, diligence, presentment, protest, dishonour, demand for performance from Owner and notice of non-performance or failure to perform on the part of Project Co and all other notices whatsoever. The Guarantee hereunder is a guarantee of performance and compliance. In order to hold Construction Guarantor liable hereunder, there shall be no obligation on the part of Owner at any time to demand or resort for performance to Project Co, its properties or assets or to any security, property or other rights or remedies whatsoever, nor shall there be any requirement that Project Co be joined as a party to any proceeding for the enforcement of any provision of this Guarantee and Owner shall have the right to enforce the provisions of this Guarantee irrespective of whether or not legal proceedings or other enforcement efforts against Project Co are pending, seeking resort to or

realization upon or from any of the foregoing. Without limiting the foregoing, it is understood that repeated and successive demands may be made and recoveries may be had hereunder as and when from time to time, Project Co shall default under or with respect to any of the Guaranteed Obligations, and that, notwithstanding recovery hereunder for or in respect of any such default, the Guarantee herein shall remain in full force and effect unamended and shall apply to each and every subsequent default.

- (g) Without prejudice to and without releasing, discharging, limiting or otherwise affecting in whole or in part the obligations and liabilities of Construction Guarantor under this Guarantee and without in any way requiring the consent of or giving notice to Construction Guarantor, Owner may grant time, renewals, extensions, indulgences, releases and discharges to and accept compositions from or otherwise deal with Project Co and/or Construction Guarantor or others, including any other guarantor, as Owner may see fit and Owner may take, abstain from taking or perfecting, vary, exchange, renew, discharge, give up, realize on or otherwise deal with security and guarantees in such manner as Owner may see fit.
- (h) Neither an action or proceeding brought under this Guarantee regarding the Guaranteed Obligations nor any judgment or recovery in consequence of that action or proceeding operates as a bar or defence action or defence to any further action that may be brought under this Guarantee. Construction Guarantor acknowledges that, if judgment is granted on an action or proceeding commenced under this Guarantee, the obligations of Construction Guarantor to Owner do not merge with or end Construction Guarantor's obligations hereunder.
- (i) The liability of Construction Guarantor under this Guarantee shall arise forthwith after demand has been made in writing on Construction Guarantor.
- (j) Construction Guarantor agrees to pay to Owner any and all reasonable and direct out-of-pocket costs and expenses, including reasonable legal fees (on a substantial indemnity basis) incurred by it in connection with enforcing any of its rights hereunder.

3. REPRESENTATIONS AND WARRANTIES

3.1 Construction Guarantor Representations and Warranties

- (a) Construction Guarantor represents and warrants to Owner that as of the date of this Guarantee:
 - (i) Construction Guarantor is a corporation incorporated and validly existing under the laws of the jurisdiction of its organization, is in good standing with the Ministry of Consumer and Business Services of Ontario with respect to the filing of annual returns, and has all the requisite corporate power and authority to own, lease and operate its properties and assets, to carry on its business as it is currently being conducted, to enter into this

Guarantee and the Implementing Agreements to which it is a party and to perform its obligations hereunder and thereunder;

- (ii) Construction Guarantor has the requisite power, authority and capacity to execute and deliver and perform this Guarantee and the Implementing Agreements to which it is a party, and to do all acts and things, and execute, deliver and perform all other agreements, instruments, undertakings and documents as are required by this Guarantee and the Implementing Agreements to which it is a party to be done, executed, delivered or performed;
- (iii) no steps or proceedings have been taken or are pending to supersede, repeal or amend its constating documents, articles or by-laws or any shareholders agreement in a manner that would materially impair or limit its ability to perform its obligations under this Guarantee or any of the Implementing Agreements to which it is party and such documents and agreements are in full force and effect as of the date hereof;
- (iv) this Guarantee and the Implementing Agreements (when executed and delivered) to which Construction Guarantor is a party, have been duly authorized, executed, and delivered by Construction Guarantor and constitute legal, valid, and binding obligations of Construction Guarantor, enforceable against Construction Guarantor in accordance with their respective terms, subject only to:
 - (A) limitations with respect to the enforcement of remedies by bankruptcy, insolvency, moratorium, winding-up, arrangement, reorganization, fraudulent preference and conveyance and other laws of general application affecting the enforcement of creditors' rights generally; and
 - (B) general equitable principles and the fact that the availability of equitable remedies is in the discretion of a court and that a court may stay proceedings or the execution of judgments;
- (v) the authorization, execution, delivery and performance by Construction Guarantor of this Guarantee and the Implementing Agreements to which it is a party do not violate or conflict with, or constitute a default under:
 - (A) its constating or organizational documents or any unanimous shareholders agreement or similar rights agreement binding on Construction Guarantor;
 - (B) any Applicable Law; or
 - (C) any covenant, contract, instrument, agreement or understanding to which it is a party or by which it or any of its properties or assets is bound or affected;

- (vi) Carillion plc (a UK company) which is the ultimate parent company of Contractor and Construction Guarantor is also the parent company of a 50% shareholder of Project Co;
- (vii) there are, to the knowledge of its senior management, no actions, suits, proceedings, or investigations pending or threatened against Construction Guarantor, at law or in equity, before any Governmental Authority or arbitral body (whether or not covered by insurance) that individually or in the aggregate could result in any material adverse effect on the business, properties, or assets, or the condition, financial or otherwise, of Construction Guarantor or in any impairment of its ability to perform its obligations under this Guarantee or any Implementing Agreements to which it is a party, and Construction Guarantor has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any Governmental Authority or arbitral body that would result in any such material adverse effect or impairment; and
- (viii) Construction Guarantor is able to meet its obligations as they generally become due.

4. NOTICES

4.1 Notices to Parties

All notices, requests, demands, instructions, certificates, consents and other communications (each being a “Notice”) required or permitted under this Guarantee shall be in writing (whether or not “written notice” or “notice in writing” is specifically required by the applicable provision of this Guarantee) and served by sending the same by registered mail, facsimile or by hand, as follows:

If to Construction Guarantor:

Vanbots, a division of Carillion Construction Inc.
80 North Queen Street
Etobicoke, Ontario M8Z 5Z6

Fax No.: [REDACTED]
Attention: [REDACTED]

With a copy to:

50 Acadia Avenue
Markham, Ontario L3R 0B3

Fax No.: [REDACTED]
Attention: [REDACTED]

If to Owner:

The Royal Victoria Hospital of Barrie
201 Georgian Drive
Barrie, Ontario, L4M 6M2

Fax No.: [REDACTED]
Attention: [REDACTED]

With a copy to:

Infrastructure Ontario
777 Bay Street, 9th Floor
Toronto, Ontario
M5G 2C8

Fax No.: [REDACTED]
Attention: [REDACTED]

4.2 Facsimile

Where any Notice is provided or submitted to a party via facsimile, an original of the Notice sent via facsimile shall promptly be sent by regular mail or registered mail. For greater certainty, a notice given via facsimile shall not be invalid by reason only of a party's failure to comply with this Section 4.2.

4.3 Change of Address

Either party to this Guarantee may, from time to time, change any of its contact information set forth in Section 4.1 by prior Notice to the other party, and such, change shall be effective on the Business Day that next follows the recipient Party's receipt of such Notice unless a later effective date is given in such Notice.

4.4 Deemed Receipt of Notices

- (a) Subject to Sections (b), (c) and (d):
- (i) a Notice given by registered mail shall be deemed to have been received on the third Business Day after mailing;
 - (ii) a Notice given by hand delivery shall be deemed to have been received on the day it is delivered; and
 - (iii) a Notice given by facsimile shall be deemed to have been received on the day it is transmitted by facsimile.

- (b) If the party giving the Notice knows or ought reasonably to know of difficulties with the postal system which might affect negatively the delivery of mail, any such Notice shall not be mailed but shall be made or given by personal delivery or by facsimile transmission in accordance with this Article 4.
- (c) If any Notice delivered by hand or transmitted by facsimile is so delivered or transmitted, as the case may be, either on a day that is not a Business Day or on a Business Day after 4:00 p.m. (recipient's local time), then such Notice shall be deemed to have been received by such recipient on the next Business Day.
- (d) A Notice given by facsimile shall be deemed to have been received by the recipient on the day it is transmitted only if a facsimile transmission report (maintained by the sender) indicates that the transmission of such Notice was successful.

4.5 Service on Owner

Where any Notice is required to be served on Owner, the obligation to serve such Notice shall be fulfilled by serving it on Owner in accordance with the provisions of this Article 4.

5. GENERAL

5.1 Amendments

This Guarantee may not be varied, amended or supplemented except by an agreement in writing signed by duly authorized representatives of the parties and stating on its face that it is intended to be an amendment, restatement or other modification, as the case may be, to this Guarantee.

5.2 Waiver

- (a) No waiver made or given by a party under or in connection with this Guarantee shall be binding or effective unless the waiver is in writing, signed by an authorized representative of the party giving such waiver, and delivered by such party to the other party. No waiver made with respect to any right, power or remedy in one instance will be deemed to be a waiver with respect to any other instance involving the exercise of such right, power, or remedy or with respect to any other right, power, or remedy.
- (b) Failure by either party to exercise any of its rights, powers or remedies hereunder or its delay to do so shall not constitute a waiver of those rights, powers or remedies. The single or partial exercise of a right, power or remedy shall not prevent its subsequent exercise or the exercise of any other right, power or remedy.

5.3 Entire Agreement

Except where provided otherwise in this Guarantee, this Guarantee, together with the Project Agreement, the Contract Documents and the other Implementing Agreements, constitute the entire agreement between the parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings, whether oral, written, express or implied, concerning the subject matter of this Guarantee, including the Request for Proposals.

5.4 Severability

Each provision of this Guarantee shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Guarantee is declared invalid, unenforceable or illegal by the courts of a competent jurisdiction, such provision may be severed and such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Guarantee. If any such provision of this Guarantee is invalid, unenforceable or illegal, the parties shall, acting in good faith, promptly negotiate new provisions to eliminate such invalidity, unenforceability or illegality and to restore this Guarantee as near as possible to its original intent and effect.

5.5 Enurement

This Guarantee shall enure to the benefit of, and be binding on, Owner and Construction Guarantor and their respective permitted successors and assigns. This Guarantee may not be assigned by the Construction Guarantor.

5.6 Governing Law and Jurisdiction

- (a) This Guarantee shall be governed by and construed in accordance with the laws of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract, without regard to conflict of laws principles.
- (b) Both parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom.

5.7 Cumulative Remedies

Except as otherwise set forth in this Guarantee, the rights, powers and remedies of each party set forth in this Guarantee are cumulative and are in addition to and without prejudice to any other right, power or remedy that may be available to such party under this Guarantee or the Project Agreement or Implementing Agreements.

5.8 Further Assurance

Each party shall do all reasonable things, from time to time, and execute all reasonable further documents necessary to give full effect to this Guarantee.

5.9 Costs

Each party shall be responsible for paying its own costs and expenses incurred in connection with the negotiation, preparation and execution and delivery of this Guarantee.

5.10 Language of Agreement

- (a) Each of the parties acknowledges having requested and being satisfied that this Guarantee and related documents be drawn in English. Chacune des parties reconnaît avoir demandé que ce document et ses annexes soient rédigés en anglais et s'en declare satisfaite.
- (b) For greater certainty, all correspondence, notices, drawings, test reports, certificates, specifications, information, operating and maintenance instructions, name plates, identification labels, instructions and notices to the public and staff and all other written, printed or electronically readable matter required in accordance with, or for purposes envisaged by, this Guarantee shall be in English.

5.11 Proof of Authority

Owner and Construction Guarantor each reserve the right to require any person executing this Guarantee on behalf of the other party to provide proof, in a form acceptable to Owner or Construction Guarantor, as applicable, that they have the requisite authority to execute this Guarantee on behalf of and to bind Owner or Construction Guarantor, as applicable.

5.12 Counterparts

This Guarantee may be executed in one or more counterparts. Any single counterpart or a set of counterparts executed, in either case, by all the parties shall constitute a full, original and binding agreement for all purposes. Counterparts may be executed either in original or faxed form provided that any party providing its signature in faxed form shall promptly forward to the other Party an original signed copy of this Guarantee which was so faxed.

5.13 Joint and Several

If Construction Guarantor is comprised of more than one Person, then each such Person shall be jointly and severally liable for the obligations and liabilities of Construction Guarantor hereunder.

[SIGNATURE PAGES IMMEDIATELY FOLLOW]

IN WITNESS WHEREOF the Parties have executed this Guarantee as of the date first above written.

THE ROYAL VICTORIA HOSPITAL OF BARRIE

Per: _____
Name: [REDACTED]
Title: [REDACTED]

Per: _____
Name: [REDACTED]
Title: [REDACTED]

I/We have authority to bind the corporation

VANBOTS, A DIVISION OF CARILLION CONSTRUCTION INC.

Per: _____
Name: [REDACTED]
Title: [REDACTED]

Per: _____
Name: [REDACTED]
Title: [REDACTED]

I/We have authority to bind the corporation

SCHEDULE 23
FORM OF ASSIGNABLE SUBCONTRACT AGREEMENT
FOR CONSTRUCTION CONTRACT

THIS AGREEMENT made as of the • day of •, 2009, between

VANMED CONSTRUCTION CORPORATION, a corporation incorporated under the laws of Ontario

(“**Project Co**”)

OF THE FIRST PART,

- and -

VANBOTS, A DIVISION OF CARILLION CONSTRUCTION INC., a corporation incorporated under the laws of Ontario

(“**Contractor**”)

OF THE SECOND PART,

- and -

THE ROYAL VICTORIA HOSPITAL OF BARRIE, a non-share capital corporation incorporated under the laws of Ontario

(“**Owner**”)

OF THE THIRD PART.

WHEREAS pursuant to a project agreement dated as of the 4th day of February, 2009 between Project Co and Owner (such agreement, together with all amendments, supplements and modifications thereto and restatements or replacements thereof, being hereinafter called the “**Project Agreement**”), Project Co has agreed to construct or cause to be constructed the Project as defined in the Project Agreement;

AND WHEREAS Project Co and the Contractor entered into a construction contract made as of even date herewith (such construction contract, together with all amendments, supplements and modifications thereto and restatements or replacements thereof, which may hereafter be made in accordance with the terms thereof and this Agreement, being hereinafter called the “**Construction Contract**”);

AND WHEREAS under the Project Agreement, Project Co has agreed to assign to the Owner all right, title and interest of Project Co in and to the Construction Contract as collateral security for the observance and performance of the obligations of Project Co under the Project Agreement;

AND WHEREAS under the Project Agreement, Project Co has agreed to cause the Contractor to enter in to this Agreement;

NOW THEREFORE, in consideration of the premises and the covenants herein contained, and the sum of \$2.00, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties agree as follows:

1. As additional security for the observance and performance of the obligations of Project Co under the Project Agreement (the “**Obligations**”), Project Co hereby irrevocably, assigns, transfers and sets over (the “**Assignment**”) to and in favour of Owner as and by way of a specific assignment and transfer all of the right, title and interest of Project Co in, and with respect to, the Construction Contract and all benefit, power and advantage of Project Co to be derived therefrom and otherwise to enforce the rights of Project Co thereunder (collectively, the “**Assigned Rights**”), provided that the Assignment of the Assigned Rights provided for in this Agreement shall only be effective upon the termination of the Project Agreement as a result of a default or event of default by Project Co thereunder and may be exercised by the Owner at its option in its Sole Discretion (as defined in the Project Agreement) at any time or times thereafter subject to and in accordance with the provisions of this Agreement.
2. Unless and until notification is given to Contractor in accordance with any of the notices referred to in Subsections 3(e), (f) and (g) below, Project Co shall be entitled to enforce all of the benefits and powers under the Construction Contract and to deal with, and be obligated to, Contractor in respect of the Construction Contract and matters arising therefrom in the same manner and to the same extent as if Project Co had not made the Assignment in Section 1 hereof.
3. Contractor hereby:
 - (a) acknowledges and consents to any Assignment that may occur pursuant to this Agreement and confirms that any such Assignment that may occur pursuant to this Agreement is permitted pursuant to the provisions of the Construction Contract;
 - (b) agrees not to:
 - (i) terminate or agree to the termination of all or any part of the Construction Contract;
 - (ii) make or agree to any amendment, restatement, supplement or other modification of, or waive or exercise any of its rights under, the Construction Contract that materially adversely affect Project Co’s ability to perform its obligations under the Project Agreement or that has the effect of increasing any liability of Owner, whether actual or potential;
 - (iii) enter into, or permit the entry into by any other person of, any agreement replacing all or part of the Construction Contract;

- (iv) sell, assign, transfer, charge, subcontract, sub participate or otherwise dispose of any interest in the Construction Contract except as may be permitted under Section 38.1 of the Project Agreement, applied *mutatis mutandis*,

without the prior written consent of Owner, not to be unreasonably withheld or delayed, provided that such consent shall not be withheld and shall be provided in reasonable time, where the relevant matter will not materially adversely affect Project Co's ability to perform its obligations under the Project Agreement or have the effect of increasing any liability of Owner, whether actual or potential;

- (c) agrees to give Owner prompt written notice of any default by Project Co under the Construction Contract, provided, however, in the event that Owner exercises the option in accordance with this Agreement and effects the Assignment within 5 Business Days of receipt by Owner of the notice, the Contractor shall not be entitled to exercise any right to terminate the Construction Contract that Contractor may have under the Construction Contract arising from or in relation to any event taking place prior to such Assignment;
- (d) represents and warrants to Owner that as of the date hereof, the Construction Contract is valid, binding upon the parties thereto and in full force and effect, unamended and constitutes the entire agreement between Project Co and Contractor with respect to the subject matter thereof and that Contractor is in compliance with and has performed its obligations contained in the Construction Contract which are required to be complied with and/or performed to date and that, as far as Contractor is aware, Project Co is in compliance with and has performed its obligations contained in the Construction Contract which are required to be complied with and/or performed to date;
- (e) agrees that, immediately upon receipt by Contractor of written notice (the "**Assignment Notice**") from Owner that the Construction Contract is being assigned to Owner, Lender (as hereinafter defined), or Lender's or Owner's nominee (in any event, such party identified in such written notice being the "**Assignee**"), the Assignee shall have all of the right, title, benefit and interest of Project Co pursuant to the Construction Contract, without Contractor's consent and without the payment of any penalty or other amount, and Contractor shall deal with the Assignee as if it had been originally named in place of Project Co in the Construction Contract;
- (f) agrees that the Assignee may, at any time after the giving of the Assignment Notice in subsection 3(e) above, give written notice (the "**Successive Assignment Notice**") to Contractor of a further assignment of the Construction Contract to a new project company (the "**Project Co Assignee**"), and that immediately upon receipt of any Successive Assignment Notice, the Project Co Assignee shall have all of the right, title, benefit and interest of Project Co pursuant to the Construction Contract without Contractor's consent and without the payment of any penalty or other amount and Contractor shall deal with the Project Co

Assignee as if it had been originally named in place of Project Co in the Construction Contract;

- (g) agrees that, notwithstanding subsections 3(e) and (f) herein contained, Owner may give written notice (the “**Direct Assignment Notice**”) to Contractor of the assignment of the Construction Contract directly to the Project Co Assignee, and that immediately upon receipt of the Direct Assignment Notice, the Project Co Assignee shall have all of the right, title, benefit and interest of Project Co pursuant to the Construction Contract without Contractor’s consent and without the payment of any penalty or other amount and the Contractor shall deal with the Project Co Assignee as if it had been originally named in place of Project Co in the Construction Contract; and
 - (h) agrees, upon the reasonable request of Owner, from time to time, to provide a certificate to Owner as to the status of the Subcontract including a description of any events, which, with the passage of time or the giving of notice or both, would constitute a default thereunder.
4. Nothing herein contained shall render Owner or Lender liable to any person for the fulfilment or non-fulfilment of the obligations, covenants and agreements, including, but not limited to the payment of any money thereunder or in respect thereto, of Project Co under the Construction Contract, unless and until Owner has given the Assignment Notice to Contractor, the giving of which Assignment Notice the Contractor acknowledges is in the Sole Discretion of Owner, in which event, the Assignee (and if applicable, any Project Co Assignee) shall then become liable for the obligations, covenants and agreements of Project Co under the Construction Contract, provided that from and after the date of the Successive Assignment Notice to Contractor, the Assignee shall have no liability whatsoever to the Contractor for any default or for any damages arising in respect of a matter or matters occurring under the Construction Contract from and after that date, and provided further, that if Owner gives the Direct Assignment Notice, Owner or Lender shall have no liability whatsoever to the Contractor for any default or for any damages arising in respect of a matter or matters occurring under the Construction Contract at any time.
5. Contractor acknowledges and agrees that all of the right, title and interest of Project Co in the Construction Contract has been, or may be, assigned by Project Co to Agent and to such additional lender(s) as may participate with such named lender from time to time (collectively, the “**Lender**”) as security for the obligations of Project Co to Lender (the “**Lender Assignment**”). The rights of Owner hereunder to take or direct an assignment of the Construction Contract are expressly subject to the rights of Lender under the Lender’s Direct Agreement (as defined in the Project Agreement) to exercise its rights under the Lender Assignment prior to the exercise by the Owner of its rights under this Agreement to take or direct an assignment of the Construction Contract, and if there is any conflict or inconsistency between the provisions of this Agreement and the provisions of the Lender’s Direct Agreement with respect to the exercise of rights under the Assignment herein, or the exercise of rights under the Lender Assignment, the

provisions of the Lender's Direct Agreement shall govern and prevail to the extent of such conflict or inconsistency.

6. Project Co agrees that all costs and expenses incurred by Owner or Lender in curing or attempting to cure any default by Project Co under the Construction Contract, together with interest thereon at the Default Interest Rate (as defined in the Project Agreement) shall be payable by Project Co to Owner or Lender, as the case may be, on demand. Without limiting the foregoing, if Project Co fails to make any such payment to Owner as required hereunder, the amount of such a payment shall be deemed to be an amount which is due to Owner by Project Co pursuant to the terms of the Project Agreement.
7. Contractor acknowledges receipt of the Lender's Direct Agreement, a copy of which is attached as Appendix A hereto and hereby consents to and agrees to be bound by the provisions thereof.
8. Any notice, request or demand required or permitted to be given hereunder shall be in writing and shall be served personally, sent by prepaid registered mail or by confirmed facsimile transmission addressed as follows:

- (a) in the case of Project Co:

Vanmed Construction Corporation
50 Acadia Avenue
Markham, Ontario L3R 0B3

Attention: [REDACTED]
Tel: [REDACTED]
Facsimile No. [REDACTED]

- (b) in the case of Owner:

The Royal Victoria Hospital of Barrie
201 Georgian Drive
Barrie, Ontario, L4M 6M2

Attention: [REDACTED]
[REDACTED]

Tel: [REDACTED]
Facsimile No. [REDACTED]

with a copy to the Owner's Project Manager:

The Royal Victoria Hospital of Barrie
201 Georgian Drive
Barrie, Ontario, L4M 6M2

Attention: [REDACTED]

Tel: [REDACTED]
Facsimile No. [REDACTED]

with a copy to Infrastructure Ontario:

777 Bay Street, 9th Floor
Toronto, Ontario, M5G 2C8

Attention: [REDACTED]
Fax: [REDACTED]

with a copy to Agent:

207 Queens Quay West, Suite 700
Toronto, Ontario M5J 1A7

Attention: [REDACTED]
Tel: [REDACTED]
Facsimile No. [REDACTED]

(c) in the case of the Contractor:

Vanbots, a division of Carillion Construction Inc.
80 North Queen Street
Etobicoke, Ontario M8Z 5Z6

Attention: [REDACTED]
Tel: [REDACTED]
Facsimile No. [REDACTED]

Any party may from time to time change its address and recipient for service by notice to the other party or parties given in the manner aforesaid.

Notices which are served in the manner aforesaid shall be deemed sufficiently served for all purposes of this Agreement, in the case of those personally served or transmitted by facsimile transmission, on the date of such service or transmission, provided same is a Business Day (as hereinafter defined), and if not on the next following Business Day, and in the case of those given by registered mail, on 5 Business Days following the mailing thereof. Provided that in the event normal mail service is interrupted by strikes, slow-down or other cause, then the party sending the notice shall utilise any similar service which has not been so interrupted in order to ensure the prompt receipt of the notice, request or demand by the other party or parties, and for the purpose of this Section such service shall be deemed to be personal service or facsimile transmission. Business Day shall mean a day which is not: (i) a Saturday or Sunday; or (ii) a day observed as a holiday under the laws of the Province of Ontario or the federal laws of Canada applicable in the Province of Ontario.

9. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
10. This Agreement shall be conclusively deemed to be a contract made under and shall for all purposes be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
11. Contractor shall from time to time and at all times hereafter, upon the reasonable written request of Owner so to do, make, do, execute and deliver or cause to be made, done, executed and delivered all such further acts, deeds, assurances and things as may be desirable in the opinion of Owner, acting reasonably, for more effectually implementing and carrying out the true intent and meaning of this Agreement.
12. This Agreement may be executed by the parties in counterparts and may be executed and delivered by facsimile and all such counterparts and facsimiles shall together constitute one and the same agreement.

[SIGNATURE PAGES IMMEDIATELY FOLLOW]

IN WITNESS WHEREOF the parties have executed this Assignable Subcontract Agreement for Construction Contract by affixing their corporate seals under the hands of their proper signing officers duly authorized in that behalf.

VANMED CONSTRUCTION CORPORATION

Per: _____
Name: [REDACTED]
Title: [REDACTED]

Per: _____
Name: [REDACTED]
Title: [REDACTED]

I/We have authority to bind the corporation

VANBOTS, A DIVISION OF CARILLION CONSTRUCTION INC.

Per: _____
Name: [REDACTED]
Title: [REDACTED]

Per: _____
Name: [REDACTED]
Title: [REDACTED]

I/We have authority to bind the corporation

THE ROYAL VICTORIA HOSPITAL OF BARRIE

Per: _____
Name: [REDACTED]
Title: [REDACTED]

Per: _____
Name: [REDACTED]
Title: [REDACTED]

I/We have authority to bind the corporation

APPENDIX A

[Attach Lender's Direct Agreement (Schedule 5) to execution copy of this Agreement.]

SCHEDULE 24
FORM OF TRUST ACCOUNT ACKNOWLEDGEMENT AGREEMENT

THIS TRUST ACCOUNT ACKNOWLEDGEMENT AGREEMENT is made as of the • day of •, 2009.

BETWEEN:

THE ROYAL VICTORIA HOSPITAL OF BARRIE, a non share capital corporation incorporated under the laws of the Province of Ontario

(“**Owner**”)

AND:

VANMED CONSTRUCTION CORPORATION, a corporation incorporated under the laws of Ontario

(“**Project Co**”)

AND:

BNY TRUST COMPANY OF CANADA, a trust company established under the laws of Canada and registered to carry on the business of a trust company in Ontario

(“**Trustee**”).

WHEREAS:

- A. Project Co and Owner entered into a Project Agreement dated as of February 4, 2009 (the “**Project Agreement**”).
- B. Project Co has entered into the Construction Contract with the Contractor for the construction of the Project.
- C. The Parties wish to establish a trust account for certain monies in connection with the Project.
- D. Owner is, under the Project Agreement, obligated to pay certain amounts to Project Co, including the Interim Reimbursement Payment Amount, the Owner Final Reimbursement Payment and the Compensation Payment, and pursuant to Sections 4.4(a), 4.6(a), 4.11 and Schedule 12 of the Project Agreement, Project Co has directed that the Interim Reimbursement Payment Amount, Owner Final Reimbursement Payment and the Compensation Payment be paid to Agent. Further, Owner has agreed that such payment amounts shall be deposited directly into the Trust Account.

- E. Project Co has granted to Agent the benefit of a security interest in all of its property, including an assignment of its rights under this Agreement and its interest in the Trust Funds.

NOW THEREFORE in consideration of the mutual covenants and agreements of the Parties hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

ARTICLE 1 - DEFINITIONS AND INTERPRETATION

1.1 Definitions

The terms defined in this Section shall have, for all purposes of this Agreement, the following meanings, unless the context expressly or by necessary implication otherwise requires:

- (a) “**Agent**” has the meaning given to it in the Project Agreement.
- (b) “**Agreement**” means this trust account acknowledgement agreement.
- (c) “**Beneficiaries**” has the meaning given to it in Section 2.1 of this Agreement.
- (d) “**Business Day**” has the meaning given to it in the Project Agreement.
- (e) “**Certified Cost to Complete**” has the meaning given to it in the Project Assignment.
- (f) “**Compensation Payment**” has the meaning given to it in the Project Agreement.
- (g) “**Construction Contract**” has the meaning given to it in the Project Agreement.
- (h) “**Contractor**” means Vanbots, a division of Carillion Construction Inc.
- (i) “**Funding Letter**” has the meaning given to it in the Project Agreement.
- (j) “**Implementing Agreements**” has the meaning given to it in the Project Agreement.
- (k) “**Infrastructure Ontario**” has the meaning given to it in the Project Agreement.
- (l) “**Interim Reimbursement Payment Amount**” has the meaning given to it in the Project Agreement.
- (m) “**Legislative Holdback**” has the meaning given to it in the Project Agreement.
- (n) “**Lender**” has the meaning given to it in the Project Agreement.
- (o) “**Lender’s Direct Agreement**” has the meaning given to it in the Project Agreement.

- (p) “**Major Bond Rating Agency**” means any one of Dominion Bond Rating Service Limited, Standard & Poor’s Rating Group, Moody’s Canada Inc. or any of their successors.
- (q) “**MEI**” has the meaning given to it in the Project Agreement.
- (r) “**MOHLTC**” means Her Majesty the Queen in Right of Ontario, as represented by the Minister of Health and Long-Term Care, and includes any agent thereof or any successor thereto or person exercising delegated power under the Minister’s authority.
- (s) “**Notice**” has the meaning given to it in Section 9.1 of this Agreement.
- (t) “**Owner Final Reimbursement Payment**” has the meaning given to it in the Project Agreement.
- (u) “**Owner Holdback**” has the meaning given to it in the Project Agreement.
- (v) “**Owner Project Cost Contribution**” means any monies contributed by Authority under the Funding Letter which are specifically designated in writing by Authority at the time it makes the contribution as being in respect of project costs incurred by Owner other than amounts payable by Owner under the Project Agreement and the Implementing Agreements.
- (w) “**Party**” means any of Owner, Project Co or Trustee, and “**Parties**” means all of them but, for greater certainty, such definitions do not include Infrastructure Ontario, MOHLTC or MEI.
- (x) “**Payment Instruction**” means a written instruction to the Trustee from (i) Owner in accordance with Section 3.2(b) of this Agreement or (ii) Owner and Project Co in accordance with Section 3.2(a) of this Agreement, in each case directing the disposition of Trust Funds, the form of which is attached hereto as Appendix 1.
- (y) “**Permitted Investments**” means demand deposits, term deposits, bankers’ acceptances or certificates of deposit of or guaranteed by any bank or other financial institution which is rated by a Major Bond Rating Agency at least AA (low) or AA-, any bonds, debentures, notes, bills of exchange, securities or other evidences of indebtedness (including specific interest and principal payments thereof) issued or guaranteed by (i) the Government of Canada, or (ii) any Province of Canada, provided that such instruments are rated by a Major Bond Rating Agency at least AA (low) or AA- (as such ratings are determined as of the date hereof by Dominion Bond Rating Service Limited and Standard & Poor’s Rating Group, respectively).
- (z) “**Project**” has the meaning given to it in the Project Agreement.
- (aa) “**Trust Account**” means Account No. • maintained with the [**Bank**] at • in the name of the Trustee.

- (bb) “**Trust Funds**” means, as of any particular time, all monies which have been transferred, conveyed or paid to, or acquired by the Trustee pursuant to this Agreement, including all income, earnings, profits and gains therefrom, and which at such time are held by the Trustee.

1.2 Appendix

This Agreement comprises this agreement and the following Appendix which is hereby incorporated by reference and forms an integral part of this Agreement:

- (a) Appendix I – Form of Payment Instruction

1.3 Interpretation

This Agreement shall be interpreted according to the following provisions, unless the context requires a different meaning:

- (a) The headings, marginal notes and references to them in this Agreement are for convenience of reference only, shall not constitute a part of this Agreement, and shall not be taken into consideration in the interpretation of, or affect the meaning of, this Agreement.
- (b) All capitalized terms used in this Agreement shall have the meanings given to such terms in the Project Agreement or, if not defined therein, in this Agreement.
- (c) Words importing persons or parties are to be broadly interpreted and include an individual, corporation, firm, partnership, joint venture, trust, unincorporated organization, governmental authority, unincorporated body of persons or association and any other entity having legal capacity, and the heirs, beneficiaries, executors, administrators or other legal representatives of a person in such capacity.
- (d) Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine, feminine and neuter genders include all other genders.
- (e) References to any standard, principle, agreement or document include (subject to all relevant approvals and any other provisions of this Agreement concerning amendments) a reference to that standard, principle, agreement or document as amended, supplemented, restated, substituted, replaced, novated or assigned.
- (f) References to a statute shall include all regulations, by-laws, decrees, ordinances and orders made under or pursuant to the statute.
- (g) References to persons shall include their successors and assigns. References to a public organization shall include their successors and assigns, and if a public organization ceases to exist or ceases to perform its functions without a successor or assign, references to such public organization shall be deemed to include a

reference to any public organization or any organization or entity which has taken over either or both the functions and responsibilities of such public organization.

- (h) The words in this Agreement shall bear their natural meaning.
- (i) Each Party's respective obligations shall be construed as separate obligations owed to the other Party or Parties, as the case may be.
- (j) References containing terms such as:
 - (i) "hereof", "herein", "hereto", "hereinafter", and other terms of like import are not limited in applicability to the specific provision within which such references are set forth but instead refer to this Agreement taken as a whole; and
 - (ii) "includes" and "including", whether or not used with the words "without limitation" or "but not limited to", shall not be deemed limited by the specific enumeration of items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean "includes without limitation" and "including without limitation".
- (k) In construing this Agreement, the rule known as the ejusdem generis rule shall not apply nor shall any similar rule or approach apply to the construction of this Agreement.
- (l) Where this Agreement states that an obligation shall be performed "no later than" or "within" or "by" a stipulated date or event which is a prescribed number of days after a stipulated date or event the latest time for performance shall be 5:00 p.m. on the last day for performance of the obligation concerned, or, if that day is not a Business Day, 5:00 p.m. on the next Business Day.
- (m) Where this Agreement states that an obligation shall be performed "no later than" or "by" a prescribed number of days before a stipulated date or event or "by" a date which is a prescribed number of days before a stipulated date or event, the latest time for performance shall be 5:00 p.m. on the last day for performance of the obligation concerned, or if that day is not a Business Day, 5:00 p.m. on the next Business Day.
- (n) Where this Agreement states that an obligation shall be performed "on" a stipulated date, the latest time for performance shall be 5:00 p.m. on that day, or, if that day is not a Business Day, 5:00 p.m. on the next Business Day.
- (o) Any reference to time of day or date means the local time or date in Toronto, Ontario.
- (p) Unless otherwise indicated, time periods will be strictly construed and time is of the essence of this Agreement.

- (q) Whenever the terms “will” or “shall” are used in this Agreement in relation to a Party they shall be construed and interpreted as synonymous and to read “Owner shall”, “Project Co shall” or “Trustee shall”, as the case may be.
- (r) Any reference to currency is to Canadian currency and any amount advanced, paid or calculated is to be advanced, paid or calculated in Canadian currency.

ARTICLE 2 - DECLARATION OF TRUST

2.1 Declaration of Trust

The Trustee hereby declares that it holds in trust as Trustee all Trust Funds deposited in the Trust Account for the benefit of Project Co and Owner (collectively, the “**Beneficiaries**” and individually, a “**Beneficiary**”), in accordance with and subject to the provisions of this Agreement. The purpose of this Agreement is to establish the Trust Account for the benefit of the Beneficiaries and to provide for the delivery and distribution of the Trust Funds in accordance with this Agreement.

2.2 Acceptance of Trusts by Trustee

The Trustee hereby accepts the trusts and other obligations in this Agreement declared and provided and agrees to perform the same upon the terms and conditions herein set forth.

ARTICLE 3 - PURPOSE

3.1 Purpose of Trust Account

Owner and Project Co acknowledge and agree that the Trust Account is established for the purpose of:

- (a) receiving monies from time to time contributed by MOHLTC pursuant to the Funding Letter for the purpose of funding, in part, any of the Interim Reimbursement Payment Amount, the Owner Final Reimbursement Payment, a Compensation Payment, the Certified Cost to Complete, the Legislative Holdback, any Owner Holdback, and any other amounts that may from time to time be payable by Owner to Project Co under the Project Agreement and the Implementing Agreements; and
- (b) in accordance with the related Payment Instructions, paying to the applicable payee (or as it may direct) any payment that is outstanding under the Implementing Agreements.

3.2 Instruction and Re-Direction

Trustee shall not accept any Payment Instruction to distribute Trust Funds other than as follows:

- (a) in accordance with a Payment Instruction signed by both Owner and Project Co;
or

- (b) in accordance with a Payment Instruction signed only by Owner if Trustee has not received written notice from Project Co that Owner is in default of any of its payment obligations under the Project Agreement and the Implementing Agreements and:
 - (i) the monies are to reimburse Owner for any moneys expended by Owner in respect of which Owner at that time has a right of set-off or is entitled to reimbursement under the Project Agreement; or
 - (ii) the monies are to pay to Owner interest earned in accordance with Section 7.2 of this Agreement; or
 - (iii) the monies are to pay to Owner any monies which are the property of the Owner as described under Section 3.3 of this Agreement,

and the Owner certifies as to (i) and/or (ii) and/or (iii), as applicable. A Payment Instruction given by Owner pursuant to this Section 3.2(b) shall be addressed to Project Co and the Agent as well as the Trustee.

Trustee shall deliver a copy of any Payment Instruction signed only by Owner under Section 3.2(b) of this Agreement to each of Project Co and Agent forthwith upon receipt and in any event not less than five (5) Business Days before the Trustee distributes any Trust Funds pursuant to such Payment Instruction. If at any time prior to the distribution of Trust Funds by Trustee pursuant to the aforementioned Payment Instruction, Trustee receives an objection from Project Co to the distribution of such Trust Funds, Trustee shall not distribute such Trust Funds until it has received a replacement Payment Instruction signed by both Owner and Project Co. Where Project Co objects to a Payment Instruction signed only by Owner, or where Owner objects to an assertion by Project Co that Owner is in default of any of its payment obligations under the Project Agreement and the Implementing Agreements, such dispute shall be resolved in accordance with the dispute resolution procedures set forth in the Project Agreement and, to the extent that such resolution confirms the entitlement of Owner to a withdrawal of Trust Funds, Project Co agrees to jointly sign a Payment Instruction with Owner to give effect to such withdrawal.

3.3 Owner Project Cost Contributions

If any Owner Project Cost Contributions are deposited by MOHLTC into the Trust Account, such monies are the property of Owner and Owner is entitled to be paid any such amounts out of the Trust Account subject to and in accordance with the provisions of Section 3.2 of this Agreement.

ARTICLE 4 - PAYMENT OF TRUST PROPERTY

4.1 Disposition Instruction

Subject to Section 3.2 of this Agreement, Trustee will comply with Payment Instructions from Owner and Project Co under Section 3.2(a) of this Agreement and from Owner under Section 3.2(b) of this Agreement from time to time given to Trustee. The Parties agree that with the

exception of a Payment Instruction issued pursuant to Section 7.2, all Payment Instructions shall be consistent with the Lender's Direct Agreement and the Project Agreement.

4.2 Expenses and Compensation of Trustee

- (a) The Trustee will have the power to incur and make payment of any charges or expenses which in the reasonable opinion of the Trustee are necessary or incidental to or proper for carrying out any of the purposes of this Agreement and the administration of the Trust Account.
- (b) The Trustee will be entitled to be paid by Project Co, in default of which the Trustee is entitled to be paid from the Trust Funds, without any requirement of a passing of accounts in respect thereof or approval of any Beneficiary, such fees as the Trustee, Owner and Project Co may agree to from time to time for its services hereunder and all reasonable expenses, disbursements and advances incurred or made by the Trustee in the administration and execution of this Agreement until all the duties of the Trustee shall be finally and fully performed, except any such expense, disbursement or advance as may arise from or in connection with the dishonesty, bad faith, wilful misconduct, fraud, negligence or reckless disregard of any duty or the failure to comply with the standard of care referred to in Section 6.1 of this Agreement by the Trustee, its officers, employees or agents. All such amounts will be payable at such times as the Trustee, the Owner and Project Co may agree from time to time. Any amount not paid when due shall bear interest at a rate per annum equal to the rate designated by the Trustee as the then current rate charged by the Trustee or its successors from time to time to its corporate customers, payable on demand. After default, all amounts so payable and the interest thereon shall be payable out of any funds coming into the possession of the Trustee or its successors in the trusts hereunder in priority to any payments to Beneficiaries.

4.3 No Duty to Inquire

Payment Instructions purporting to be given to Trustee under this Agreement will, subject to Section 3.2 of this Agreement, be conclusive authority for Trustee to act in accordance with that Payment Instruction. Trustee is not obliged or required to monitor any requirements or obligations of Owner or any other person pursuant to this Agreement or any other agreement and has no duty to question any Payment Instruction provided to Trustee. Subject to Section 3.2 of this Agreement, each of Project Co and Owner authorizes Trustee to act on any such Payment Instruction and waives any claim or action against Trustee in connection therewith.

ARTICLE 5 - REPLACEMENT OF TRUSTEE

5.1 Resignation of Trustee

If the Trustee desires to resign and be discharged from the trusts and powers reposed in or conferred on it by this Agreement, it shall provide not less than 60 days prior notice in writing thereof, or such lesser notice as Owner and Project Co accept. Owner and Project Co may, by instrument in writing, jointly appoint a successor trustee that is acceptable to replace the Trustee.

If Owner and Project Co fail to appoint a successor trustee within a reasonable period of time, then application will be made by the Trustee to a Justice of the Ontario Superior Court of Justice at Toronto for appointment of a successor trustee hereunder. The resignation of the Trustee shall not be effective until the appointment of its successor in accordance with the provisions of this Section 5.1. The expense of any act, document, deed or other instrument or thing required under this Section 5.1 will be satisfied from the Trust Funds.

5.2 Vacancy and Appointment of new Trustee

The term of office of the Trustee will automatically terminate and a vacancy will occur in the event of the bankruptcy or insolvency of the Trustee or inability of the Trustee to exercise its duties under this Agreement. No vacancy shall operate to annul this Agreement. If a vacancy occurs in the office of the Trustee for any reason, Owner and Project Co may, by instrument in writing, jointly appoint a trustee to replace the Trustee. If Owner and Project Co fail to make such appointment, then an application will be made to a Justice of the Ontario Superior Court of Justice at Toronto for appointment of a successor trustee hereunder. Such application will be made by the Trustee or, if the Trustee elects not to do so, by Owner and Project Co. The expense of any act, document, deed or other instrument or thing required under this Section 5.2 will be satisfied from the Trust Funds.

ARTICLE 6 - STANDARD OF CARE, LIMITATION OF LIABILITY OF TRUSTEE AND OTHER MATTERS

6.1 Standard of Care

The Trustee will exercise its powers and carry out its obligations hereunder as trustee honestly, in good faith and in the best interests of the Beneficiaries and in connection therewith will exercise that degree of care, diligence, and skill that a reasonable and prudent professional trustee would exercise in comparable circumstances. Unless otherwise required by law, the Trustee will not be required to give a bond, surety or security in any jurisdiction for the performance of any duties or obligations hereunder. The duties, responsibilities and obligations of the Trustee shall be limited to those expressly set forth herein and no duties, responsibilities or obligations shall be inferred or implied. The Trustee shall not be subject to, nor required to comply with, any other agreement between or among any or all of the parties hereto, even though reference thereto may be made herein, or to comply with any direction or instruction other than those contained herein or delivered in accordance herewith. The Trustee shall not be required to, and shall not, expend or risk any of its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

6.2 Limitation of Liability of Trustee

The Trustee will not be subject to any liability whatsoever, in tort, contract or otherwise, in connection with the Trust Funds, to the Beneficiaries, or to any other Person, for any action taken or permitted by it to be taken or for its failure to take any action including, without limitation, the failure to compel in any way any former or acting Trustee to redress any breach of trust in respect of the execution of the duties of its office or in respect of the Trust Funds, provided that the foregoing limitation will not apply in respect of any action or failure to act

arising from or in connection with dishonesty, bad faith, wilful misconduct, fraud, negligence or reckless disregard of a duty by the Trustee. The Trustee, in doing anything or permitting anything to be done in respect of the execution of the duties of its office or in respect of the Trust Funds, is and will be conclusively deemed to be acting as trustee of the Trust and not in any other capacity. Except to the extent provided in this Section 6.2, the Trustee will not be subject to any liability for any debts, liabilities, obligations, claims, demands, judgments, costs, charges or expenses against or with respect to the Trust Account, arising out of anything done or permitted by it to be done or its failure to take any action in respect of the execution of the duties of its office or for or in respect of the Trust Funds or the Trust activities and resort will be had solely to the Trust Funds for the payment or performance thereof. No property or assets of the Trustee, owned in its personal capacity or otherwise, will be subject to levy, execution, or other enforcement procedure with regard to any obligation under this Agreement.

6.3 Indemnification of the Trustee

Subject as hereinafter specifically provided, the Trustee will at all times be indemnified and saved harmless out of the Trust Funds (or, if the Trust Funds are insufficient for that purpose, by Project Co and Owner severally each as to [REDACTED]% of the shortfall) from and against all claims, demands, losses, actions, causes of action, costs, charges, expenses, damages and liabilities whatsoever, including without limitation, arising out of or related to actions taken or omitted to be taken by any agent appointed hereunder, reasonable legal fees and disbursements on a substantial indemnity basis and costs and expenses incurred in connection with the enforcement of this indemnity, which the Trustee may suffer or incur, whether at law or in equity, in any way caused by or arising, directly or indirectly, in respect of any act, deed, matter or thing whatsoever made, done, acquiesced in or omitted in or about or in relation to the execution of its duties as Trustee or which it sustains or incurs in or about or in relation to the Trust Funds. Further, the Trustee will not be liable to any Beneficiary or to any other Person for any loss or damage relating to any matter regarding the Trust Account, including any loss or diminution in the value of the Trust Funds. The foregoing provisions of this Section 6.3 do not apply to the extent that in any circumstances there has been dishonesty, bad faith, wilful misconduct, fraud, negligence or reckless disregard of a duty by the Trustee or its employees or agents engaged by the Trustee in the performance of its duties or obligations hereunder. Notwithstanding any other provision hereof, this indemnity shall survive the removal or resignation of the Trustee and termination of any trust created hereby.

6.4 Reliance upon Advice

The Trustee may rely and act upon any statement, report or opinion prepared by or any advice received from Owner and Project Co, and shall not be responsible or held liable for any loss resulting from so relying or acting if the Trustee acted reasonably in relying thereon.

6.5 Limitation of Liability of Beneficiary

Subject to Section 6.3 of this Agreement, the Beneficiaries will not be held to have any personal liability as such, and no resort will be had to their private property for satisfaction of any obligation or claim arising out of or in connection with any contract or obligation in respect of which the Beneficiaries would otherwise have to indemnify the Trustee for any liability incurred

by the Trustee as such, but rather the Trust Funds only will be subject to levy or execution for such satisfaction.

6.6 Provisions Regarding Liability

Any written instrument creating an obligation of the Trustee will be conclusively deemed to have been executed by the Trustee only in its capacity as Trustee. Any written instrument creating an obligation of the Trustee will contain a provision to the effect that the obligations thereunder are not binding upon the Trustee except in its capacity as Trustee, nor will resort be had to the property of the Trustee except in its capacity as Trustee, but that the Trust Funds or a specific portion thereof only will be bound, and may contain any further provisions which the Trustee may deem appropriate, but the omission of any such provision will not operate to impose liability on the Trustee except as aforesaid.

6.7 Trustee Compliance with Orders, etc.

If at any time the Trustee is served with any judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process which in any way affects the Trust Funds (including but not limited to orders of attachment or garnishment or other forms of levies or injunctions or stays relating to the transfer of Trust Funds), the Trustee is authorized to comply therewith in any manner as it or its legal counsel of its own choosing deems appropriate. The Trustee shall in no way be bound to call for further evidence (whether as to due execution, validity or effectiveness, or the jurisdiction of any court, or as to the truth of any fact), and shall not be responsible for any loss that may be occasioned by its failing to do so. If the Trustee complies with any such judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process, the Trustee shall not be liable to any of the parties hereto or to any other person or entity even though such order, judgment, decree, writ or process may be subsequently modified or vacated or otherwise determined to have been without legal force or effect.

6.8 Force Majeure

The Trustee shall not incur any liability for not performing any act or fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of the Trustee (including but not limited to any act or provision of any present or future law or regulation or governmental authority, any act of God or war, or the unavailability of any wire or communication facility).

6.9 Incumbency Certificate

Each of Owner and Project Co shall provide to the Trustee an incumbency certificate setting out the names and sample signatures of persons authorized to give instructions to the Trustee hereunder. The Trustee shall be entitled to rely on such certificate until a revised certificate is provided to it hereunder. The Trustee shall be entitled to refuse to act upon any instructions given by a Party which are signed by any person other than a person described in the incumbency certificate provided to it pursuant to this section.

6.10 Prompt Notice to Owner, Infrastructure Ontario and MOHLTC

The Trustee agrees to provide prompt written notice of all Payment Instructions, payments to or withdrawals from the Trust Funds and any amendments to this Agreement to each of the Parties hereto and Infrastructure Ontario and MOHLTC.

ARTICLE 7 - RECORDS AND OTHER MATTERS

7.1 Records to be Kept

The Trustee will keep or cause to be kept at 4 King Street West, Suite 1101 Toronto, Ontario M5H 1B6 or at such other place in Toronto, Ontario designated by it proper records and books of account as are by law or good business practice necessary. Such books and records will be available for inspection by either Beneficiary upon reasonable notice during the normal business hours of the Trustee.

7.2 Investment of Trust Funds

Any monies held by the Trustee may be invested and reinvested in the name or under the control of the Trustee in Permitted Investments, on the joint written direction of Owner and Project Co. Pending such investment, such monies may be placed by the Trustee on deposit in any chartered bank in Canada against demand deposit certificates or with its own deposit department. No Party shall be responsible for ensuring the rate of return, if any, on the Permitted Investments. Owner is entitled to issue a Payment Instruction in accordance with Section 3.2(b), providing for payment to it (or such person as it may direct) of any interest or other income earned thereupon out of the Trust Fund.

ARTICLE 8 - TERMINATION OF THIS AGREEMENT

8.1 Termination

This Agreement will continue in full force and effect for a period of [•] months from the date hereof and thereafter for so long as any Trust Funds remain with the Trustee unless earlier terminated by joint written direction of the Beneficiaries.

ARTICLE 9 - NOTICES

9.1 Notices to Parties

All notices, requests, demands, instructions, certificates, consents and other communications (each being a “**Notice**”) required or permitted under this Agreement shall be served by sending the same by facsimile or by hand (and not by e-mail), as follows:

If to Owner:	The Royal Victoria Hospital of Barrie 201 Georgian Drive Barrie, Ontario, L4M 6M2
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Fax No.: [REDACTED]
Attn.: [REDACTED]

With a copy to

Infrastructure Ontario: 777 Bay Street, 9th Floor
Toronto, Ontario,
M5G 2C8

Fax No.: [REDACTED]
Attn: [REDACTED]

and MOHLTC 80 Grosvenor Street,
9th Floor
Toronto, Ontario M7A 1R3

Fax No.: [REDACTED]
Attn [REDACTED]

If to Project Co: Vanmed Construction Corporation
50 Acadia Avenue
Markham, Ontario L3R 0B3

Fax No.: [REDACTED]
Attn.: [REDACTED]

With a copy to: 80 North Queen Street
Etobicoke, Ontario M8Z 5Z6

Fax No.: [REDACTED]
Attn.: [REDACTED]

If to Trustee: 4 King Street West, Suite 1101
Toronto, Ontario M5H 1B6

Fax No.: [REDACTED]
Attn.: [REDACTED]

9.2 Facsimile

Where any Notice is provided or submitted to a Party via facsimile, an original of the Notice sent via facsimile shall promptly be sent by regular mail. For greater certainty, a notice given via facsimile shall not be invalid by reason only of a Party's failure to comply with this Section 9.2.

9.3 Change of Address

Any Party to this Agreement may, from time to time, change any of its contact information set forth in Section 9.1 of this Agreement by prior Notice to the other Party, and such change shall be effective on the Business Day that next follows the recipient Party's receipt of such Notice unless a later effective date is given in such Notice.

9.4 Deemed Receipt of Notices

- (a) Subject to Sections 9.4(b), 9.4(c) and 9.4(d):
 - (i) a Notice given by registered mail shall be deemed to have been received on the third Business Day after mailing;
 - (ii) a Notice given by hand delivery shall be deemed to have been received on the day it is delivered; and
 - (iii) a Notice given by facsimile shall be deemed to have been received on the day it is transmitted by facsimile.
- (b) If the Party giving the Notice knows or ought reasonably to know of difficulties with the postal system which might affect negatively the delivery of mail, any such Notice shall not be mailed but shall be made or given by personal delivery or by facsimile transmission in accordance with this Section 9.4.
- (c) If any Notice delivered by hand or transmitted by facsimile is so delivered or transmitted, as the case may be, either on a day that is not a Business Day or on a Business Day after 4:00 p.m. (recipient's local time), then such Notice shall be deemed to have been received by such recipient on the next Business Day.
- (d) A Notice given by facsimile shall be deemed to have been received by the recipient on the day it is transmitted only if a facsimile transmission report (maintained by the sender) indicates that the transmission of such Notice was successful.

ARTICLE 10 - GENERAL

10.1 Assignment

Trustee may assign its rights and obligations under this Agreement to any entity which acquires all or substantially all of the assets of Trustee or to any subsidiary or affiliate or successor in a merger, amalgamation or acquisition of Trustee, provided that prior to such assignment the assignee enters into an agreement with the Beneficiaries agreeing to assume and be bound by the terms of this Agreement.

10.2 Amendments

This Agreement may not be amended, restated, supplemented or otherwise modified except by an agreement in writing signed by duly authorized representatives of the Parties and stating on its face that it is intended to be an amendment, restatement, supplement or other modification, as the case may be, to this Agreement.

10.3 Waiver

- (a) No waiver made or given by any Party under or in connection with this Agreement shall be binding or effective unless the waiver is in writing, signed by an authorized representative of the Party giving such waiver, and delivered by such Party to the other Parties. No waiver made with respect to any such right, power or remedy in one instance will be deemed to be a waiver with respect to any other instance involving the exercise of the right, power, or remedy or with respect to any other such right, power or remedy.
- (b) Failure by any Party to exercise any of its rights, powers or remedies hereunder or its delay to do so shall not constitute a waiver of those rights, powers or remedies. The single or partial exercise of a right, power or remedy shall not prevent its subsequent exercise or the exercise of any other right, power or remedy.

10.4 Relationship Between the Parties

The Parties are independent contractors. This Agreement is not intended to and does not create or establish between the Parties any relationship as partners, joint venturers, employer and employee, master and servant, or of principal and agent, and does not create or establish any relationship whatsoever between any Party and any affiliate, representative or employee of any other Party.

10.5 Entire Agreement

Except where provided otherwise in this Agreement, this Agreement constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings, whether oral, written, express or implied, concerning the subject matter of this Agreement.

10.6 Severability

Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement is declared invalid, unenforceable or illegal by the courts of a competent jurisdiction, such provision may be severed and such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Agreement. If any such provision of this Agreement is invalid, unenforceable or illegal, the Parties shall, acting in good faith, promptly negotiate new provisions to eliminate such invalidity, unenforceability or illegality and to restore this Agreement as near as possible to its original intent and effect.

10.7 Enurement

This Agreement shall enure to the benefit of, and be binding on the Parties and each of their respective permitted successors and permitted transferees and assigns.

10.8 Governing Law and Jurisdiction

- (a) This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract, without regard to conflict of laws principles.
- (b) The Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom.

10.9 Cumulative Remedies

Except as otherwise set forth in this Agreement, the rights, powers and remedies of each Party set forth in this Agreement are cumulative and are in addition to and without prejudice to any other right, power or remedy that may be available to such Party under this Agreement or at law or in equity.

10.10 Further Assurance

Each Party shall do all things, from time to time, and execute all further instruments, agreements and documents necessary to give full effect to this Agreement.

10.11 Costs

Each Party shall be responsible for paying its own costs and expenses incurred in connection with the negotiation, preparation and execution and delivery of this Agreement.

10.12 Proof of Authority

Each Party shall provide proof to each other Party, in a form acceptable to such other Party, that any person executing this Agreement on its behalf has the requisite authority to execute this Agreement on its behalf.

10.13 Counterparts

This Agreement may be executed in one or more counterparts. Any single counterpart or a set of counterparts executed, in either case, by all the Parties shall constitute a full, original and binding agreement for all purposes. Counterparts may be executed either in original, faxed or other electronic form provided that any Party providing its signature in faxed or other electronic form shall promptly forward to such Party an original signed copy of this Agreement which was so transmitted.

10.14 Language of Agreement

Each Party acknowledges having requested and being satisfied that this Agreement and related documents be drawn in English. Chacune des parties reconnaît avoir demandé que ce document et ses annexes soient rédigés en anglaise et s'en declare satisfaite.

IN WITNESS WHEREOF the Parties hereto have executed this Trust Account Acknowledgement Agreement as of the date first above written.

THE ROYAL VICTORIA HOSPITAL OF BARRIE

Per: _____
Name: [REDACTED]
Title: [REDACTED]

Per: _____
Name: [REDACTED]
Title: [REDACTED]

I/We have authority to bind the corporation

VANMED CONSTRUCTION CORPORATION

Per: _____
Name: [REDACTED]
Title: [REDACTED]

Per: _____
Name: [REDACTED]
Title: [REDACTED]

I/We have authority to bind the corporation

BNY TRUST COMPANY OF CANADA

Per: _____
Name: [REDACTED]
Title: [REDACTED]

Per: _____
Name: [REDACTED]

Title: [REDACTED]

I/We have authority to bind the corporation

**APPENDIX 1
FORM OF PAYMENT INSTRUCTION**

[Letterhead of Owner]

[Trustee]

Dear Sir or Madam,

Re: Instruction for Payment

We refer to the Trust Account Acknowledgement Agreement dated [•] (the “**Agreement**”), between The Royal Victoria Hospital of Barrie, Vanmed Construction Corporation and BNY Trust Company of Canada.

In accordance with Section 3.2 of this Agreement, this letter constitutes a Payment Instruction with respect to the payment of Trust Funds by the Trustee.

Please transfer the sum of \$[•] to [•] for credit to Account No. [•] maintained in the name [•].

[Where the Payment Instruction is signed only by Owner as permitted in Section 3.2(b) of this Agreement, Owner must also certify that the monies are being drawn as permitted by Section 3.2(b) of this Agreement and the Payment Instruction must also be addressed to each of Project Co and [Agent/Lender].]

Yours truly,

**THE ROYAL VICTORIA HOSPITAL OF
BARRIE**

Per: _____
Name: •
Title: •

Per: _____
Name: •
Title: •

I/We have authority to bind the corporation

VANMED CONSTRUCTION CORPORATION

Per: _____
Name: •
Title: •

Per: _____
Name: •

Title: •
I/We have authority to bind the corporation

SCHEDULE 25

LEGAL DESCRIPTION OF THE ROYAL VICTORIA HOSPITAL OF BARRIE LANDS

Description of Premises:

PT LT 5 CON 1 VESPRA PT 2, 51R12324 & PT 1, RO843215 EXCEPT PTS 1, 3 TO 6,
51R25785; BARRIE