

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

B E T W E E N:

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

Applicant

– and –

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

Respondents

RESPONDING MOTION RECORD OF MIZRAHI INC.

Volume 1

January 20, 2025

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AMENDED NOTICE OF MOTION

Mizrahi Inc. (“**MI**”) will make a motion before Justice Osborne of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) on a date to be scheduled by the Court as soon as it can be heard at the Courthouse at 330 University Avenue, Toronto, Ontario.

PROPOSED METHOD OF HEARING: The motion is to be heard orally in-person.

THE MOTION IS FOR:

1. An order directing the Court-appointed receiver, Alvarez & Marsal Canada Inc. (“**A&M**” or the “**Receiver**”), to comply with paragraph 17 of the Appointment Order of Justice Osborne dated October 18, 2023 (the “**Appointment Order**”) in connection with the payments required to be made to by the Receiver to MI in its capacity as general contractor and developer in connection with the construction and development of an 85-storey condominium, hotel and retail tower located at the southwest corner of Yonge Street and Bloor Street West in Toronto, Ontario (the “**Project**”), for the advance of any goods or services provided by MI to the

Receiver, pursuant to the terms of the Construction Management Agreement (as defined in the Appointment Order), or the GC Agreement (as defined in the Appointment Order) (collectively, the “**Agreements**”), or otherwise payable to MI in accordance with the historical or normal payment practices of the Project in the within receivership proceedings;

2. An Order directing the Receiver to forthwith pay MI its outstanding fees and costs for labour, general contracting and other services and for MI’s entitlement to construction management fees in the amount of ~~\$4,086,007.53~~ \$7,579,792.09 for the period from October 18, 2023 up to March 12, 2024 ~~February 22, 2024~~ (the “**Past Due Amounts**”);
- ~~3. An Order directing the Receiver to pay MI its fees and costs for labour and other services based on the rates that were used in the approved monthly billings immediately prior to the Appointment Order, and for MI’s entitlement to construction management fees, from and after February 22, 2024, as specified in the monthly calculation to be filed by MI (the “**Future Amounts**”);~~
4. A declaration that the payment letters dated December 22, 2023, (the “**Disputed December Payment Letters**”) issued by the Receiver and mistakenly executed on behalf of MI are *void ab initio*, are set aside and declared null and void;
5. An order directing the Receiver to replace the Disputed December Payment Letters with the form of payment letter attached as Exhibit “G” of the Affidavit of Sam Mizrahi affirmed February 22, 2024 (the “**Approved Payment Letter**”);
6. An Order directing the Receiver to use the Approved Payment Letter for all payments made to MI from and after December, 2023 on a go forward basis;

7. An Order that the Past Due Amounts attract pre-judgment interest calculated in accordance with the provisions of the Agreements;
8. An Order striking paragraphs 11.1 to 12.13, Appendix 30, Appendix 31, Appendix 33, Appendix 34, Appendix 35, Appendix 37, Appendix 40 as inadmissible hearsay, irrelevant, and/or opinion evidence that does not qualify nor comply with the requirements of Rule 53;
9. Costs of the motion; and
10. Such further and other relief as counsel may advise and this Honourable Court may permit.

THE GROUNDS FOR THE MOTION ARE:

11. MI is a corporation beneficially owned by Mr. Sam Mizrahi. MI provides construction and development management services in Ontario.
12. Mr. Mizrahi (and related entities) have a 50% ultimate indirect voting interest in the beneficial owner of the Project, Mizrahi Commercial (The One) LP (the “**Owner**”). The other 50% indirect voting interest in the Owner is held by Ms. Jenny Coco (and related entities). The registered owner of the Project is Mizrahi Commercial (The One), GP Inc.
13. On October 18, 2023, the Owner and related entities were placed into receivership pursuant to the terms of the Appointment Order.
14. Since the Project commenced in 2014, MI has been paid or reimbursed for construction services and labour provided to the Project based on time-based labour rates.

15. In addition, MI was paid a 5% construction management fee since the beginning of the Project, with one exception: between invoices dated December 2019 and April 2021, MI's entitlement to a construction management fee was reduced to 3.5% by agreement between the beneficial owners of the Project, but on April 2021 it was retroactively increased back to 5%.
16. MI has not been paid for the construction services and labour it has provided to the Project, based on its time-based labour rates and has not been paid the entirety of its entitlement to a 5% construction management fee for any services provided or fees earned after August 31, 2023, following the issuance of the Appointment Order, on application by the Project's senior lender (the "**Senior Lender**"). In total, MI has outstanding invoices for fees and ~~constructions~~ services, including construction services, of \$7,579,792.09 ~~\$4,086,007.53~~, as at February 22, 2024.
17. On July 7, 2014, MI entered into a CCDC 2 construction agreement for the Project, which was replaced by a substantially similar CCDC 2 contract, dated May 14, 2019, and later amended with amendments dated September 27, 2019 and May 4, 2022 (the "**Construction Contract**").
18. The Construction Contract provides that MI is responsible to the Owner for the supply of Project labour.
19. On July 25, 2014 MI and the Owner entered into a Commercial Development Management Agreement, pursuant to which MI was retained as the GC for the commercial development and construction of the Project. The Commercial Development Agreement sets out, in part, MI's entitlement to construction management fees and the cost of time-based labour rates. Despite the July 25, 2014 Commercial Development Agreement being a stipulated price contract, all

parties agreed and constructed and developed the Project on a cost-plus basis. MI was paid a construction management fee based on a percentage of hard costs incurred by the Project. These payments were reviewed and approved by the co-beneficial owner of the Project;

20. Pursuant to MI's obligation to provide labour to the Project, in July 2017, MI entered into a heavily modified CCDC 5A contract with Clark Construction Management ("**Clark**"), pursuant to which Clark agreed to provide certain supplemental construction management services and labour for the Project, in addition to what MI was providing.
21. Clark was entitled to payment equal to 1.5% of the Project's construction costs, in addition to a fee based on time-based rates for certain labour provided by Clark to the Project.
- 21A On May 14, 2019, a new Commercial Development Agreement was signed (the "CCDC2 Contract"). The CCDC2 Contract identified a stipulated price for the Project of \$583.2 million and provided that MI would be entitled to a construction management fee payable based upon the proportionate percentage of completion of the Project. Despite the CCDC2 Contract identifying a stipulated price, the parties all continued to construct and develop the Project on a cost-plus basis. MI was paid a construction management fee of 5% (and for a short period 3.5%) of all Project hard costs, with no regard to the proportionate percentage of completion of the Project. In addition, the parties agreed to a budget considerably in excess of the stipulated price in the CCDC2 Contract;
22. MI paid Clark its invoice costs consistent with the CCDC 5A agreement on a monthly basis. Those costs were then recovered by MI by payment through a

construction draw process. Prior to the CCDC2 Contract, the construction draw process involved the issuance of promissory notes signed by the beneficial owners of the Project who would review each and every Project expense. In addition, Altus would review and approve these expenses, which included construction management fees payable to MI on a cost-plus basis, i.e. 5% of Project hard costs. After the execution of the CCDC2 Contract, a construction draw process was implemented by which the Senior Lender, its Administrative Agent, and Altus would review and approve the monthly construction draw requests, which included payments to MI of a construction management fee on all Project hard costs. These monthly construction requests were also reviewed and approved by the beneficial owner of the Project with the Senior Lender.

23. The administrative agent for the Senior Lender who reviewed the construction draw requests on behalf of the Senior Lender, and Altus, the cost consultant, would closely scrutinize the requests for payment and the supporting invoices before the Senior Lender would issue the payment certificate and the release notice and, ultimately, pay the funds required to satisfy the construction draw request.

The 5% Construction Management Fee

24. From the very beginning of the Project, MI charged the Project a construction management fee equal to 5% on each and every monthly draw. The Senior Lender and all stakeholders were aware of MI's entitlement to a 5% construction management fee, which was paid to MI on a monthly basis through the construction draw request protocol after being approved by the Senior Lender, its Administrative Agent, and Altus.

25. During the time that Clark provided construction management services to the Project, MI paid Clark its 1.5% construction management fee required by the CCDC 5A contract, out of MI's 5% construction management fee chargeable to the Project. The Project always incurred a total construction management fee equal to 5% of the construction cost.

Labour provided to the Project based on time-based rates

26. In addition to Clark's construction management fee of 1.5%, Clark also provided certain labour to the Project based on time-based labour rates set out in Schedule A to the CCDC 5A contract with Clark. The time-based rates for Project labour were subject to a 3% annual increase.
27. These labour costs were paid on a monthly basis through the construction draw request protocol after being approved by the Senior Lender, its Administrative Agent, and Altus.

Payment practice after termination of Clark's contract

28. On October 26, 2020, MI terminated the CCDC 5A agreement with Clark. MI subsequently assumed Clark's responsibilities and duties to provide Clark's portion of the construction management services to the Project with the knowledge and approval of the Senior Lender, and to the knowledge of the co-beneficial owner of the Project.
29. Since taking over from Clark in October 2020, MI subsumed the construction management services that Clark had provided to the Project pursuant to the CCDC 5A contract and provided the Project labour at the same rates as Clark. Consistent

with past practice, MI delivered construction draw requests each month to the Senior Lender, the Administrative Agent and Altus seeking payment of MI's costs and fees pursuant to the Construction Management Agreement and for MI providing the construction management services and labour previously provided by Clark. These costs included the exact same time-based labour rates provided for in the CCDC 5A contract with Clark and MI's entitlement to a 5% construction management fee.

30. Consistent with the normal and historical payment practices of the Project, in October 2023 MI was paid a 5% construction management fee of \$653,342.24, plus HST which was ordered payable to MI pursuant to paragraph 6 of the Appointment Order.
31. Since the Appointment Order, MI has received payment of \$783,305.03, as required by paragraph 6 of the Appointment Order, but has not received full payment for its construction services ~~and~~ labour and other services in accordance with past practices and the normal payment practices of the Project and as required by the agreements between MI and the Project, the historical practice of the Project and the Appointment Order. In particular, MI has not been paid its labour and other costs based on the time-based labour rates in the Clark CCDC 5A contract with the 5% construction management fee thereon, in addition to certain costs historically paid to MI such as the monthly costs for the Project's sales presentation gallery, contrary to the years' long history of the Project, the Senior Lender, the Administrative Agents and the cost consultant, Altus, approving of such costs and payments to MI.

32. The Appointment Order obliges MI to continue to provide services to the Project. MI has complied with this obligation and performed the services it is required to provide to the Project pursuant to its contracts with the Project and by order of the Court, even though it has not been paid in full for these services that were properly undertaken by MI and charged to the Project consistent with the normal payment practices of the Project.
33. In total, MI claims a total shortfall of payments owed for fees earned and expenses incurred in the sum of \$7,579,792.09, plus interest thereon calculated in accordance with the Agreements ~~4,086,007.53, representing shortfalls of \$1,173,534.90, \$938,478.87, \$1,076,434.11 and \$897,559.65 for September, October, November and December 2023 respectively.~~

The December 2023 Payment Letters Should be Set Aside

34. On or about October 27, 2023, the Receiver delivered payment letters to MI, in which MI acknowledged and agreed, among other things, that MI, as developer to the Project, would undertake to pay the appropriate amounts owed to the various trades working on the Project from the funds paid by the Receiver on behalf of the Project to MI for September 2023. Following delivery of an executed payment letter, MI's invoices for construction management services and labour were paid to MI by the Receiver, except as noted above, since MI was not paid its full entitlement to the cost of the labour it provided to the Project based on the historical and normal practice of paying time-based labour rates plus a 5% construction management fee.

35. On November 30, 2023, the Receiver delivered substantially similar payment letters to MI for MI's October 2023 costs, which was executed by MI.
36. On December 22, 2023, Mr. Mizrahi was provided with the Disputed December Payment Letters for signature. The Disputed December Payment Letters were in a substantially different form than the payment letters signed in October and November 2023. The email providing Mr. Mizrahi with the Disputed December Payment Letters was not copied to MI's counsel. Mr. Mizrahi signed the Disputed December Payment Letters without reading them and without the benefit of legal advice and while Mr. Mizrahi was travelling. The terms and language of the Disputed December Payment Letters are improper and MI would not have signed them had the Receiver identified the significant and substantial changes it had made to the payment letters.
37. On January 31, 2024, MI signed further payment letters, in substantially the same form as the payment letters for October and November 2023.
38. MI has complied with its undertaking under the payment letters and ensured that the trades working on the Project are paid in accordance with the payment letters. MI is prepared to enter into payment letters to replace the Disputed December Payment Letters for November 2023 Project costs in a form substantially similar to the payment letters that were signed in October and November 2023 and January 2024.

The Receiver's Report Contains Inadmissible Hearsay, Irrelevant Evidence and Inadmissible Opinion Evidence

- 38A The Receiver's Fifth Report, dated October 11, 2024 (the "Fifth Report"), in which the Receiver responds to the within motion and advances a cross-motion for

payment against MI contains inadmissible hearsay, irrelevant evidence and inadmissible opinion evidence, which should be struck;

38B The Receiver is not an expert in the construction and development of buildings. Its opinion or beliefs are irrelevant and inadmissible evidence;

38C The Receiver has appended reports and memoranda from third parties in an attempt to shield them from cross-examination. These reports and memoranda and all sections of the Fifth Report which refer to or rely upon these reports and memoranda or otherwise refer to and rely upon the beliefs or opinions of the Receiver should be struck as inadmissible;

38D To require MI to respond to this inadmissible hearsay, irrelevant evidence and inadmissible opinion evidence is contrary to the law of evidence and in the case if opinion evidence does not comply with Rule 53 and would deprive MI of procedural fairness and natural justice;

39. Sections 4.2(1)(2) and 243 of the *Bankruptcy and Insolvency Act*.

40. The inherent and equitable jurisdiction of this Court.

41. Rules 1.04, 33, 37 and 60 of the *Rules of Civil Procedure*.

42. Such further and other grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of this motion:

43. The Affidavit of Mark Kilfoyle, affirmed February 21, 2024;

44. The Affidavit of Sam Mizrahi, affirmed February 22, 2024; and

44A. The Responding Affidavit of Mark Kilfoyle, affirmed January 20, 2025;

44B. The Responding Affidavit of Sam Mizrahi, affirmed January 20, 2025;

44C The Affidavit of Nemesio Pereira, affirmed January 17, 2025;

44D The Affidavit of Jeff Murva, affirmed January 20, 2025; and

45. Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

January 20, 2025

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RESPONDING AFFIDAVIT OF SAM MIZRAHI

I, Sam Mizrahi, of the City of Toronto, in the Province of Ontario SOLEMNLY AFFIRM:

1. I have reviewed the Receiver's Fifth Report, dated October 11, 2024 (the "Fifth Report") and I have affirmed this affidavit to respond to the statements and positions of the Receiver therein. Capitalized terms used below are the same as those defined in my affidavit sworn February 27, 2024, or as defined in the Fifth Report, unless otherwise noted.

1. The Receiver's Interpretation of Paragraph 17 of the Receivership Order

2. This proceeding in part concerns the interpretation of paragraph 17 of the Receivership Order. While I understand that the interpretation of paragraph 17 is a matter for the Court to decide, I am very surprised by the interpretation of paragraph 17 proposed by the Receiver in the Fifth Report. The Receiver's proposed interpretation is entirely

inconsistent with the Receiver's communications to me during my many interactions with representatives of the Receiver. It is also inconsistent with the explicit statements of the Receiver's delivered to MI and third parties after the Receivership Order was granted and later in February 2024 when MI was terminated from the Project as general contractor.

3. I understand the Receiver to argue that paragraph 17 of the Receivership Order only restrains providers of services to the Project from discontinuing those services if the Receiver has paid the supplier in accordance the "normal payment practices", on the basis of some other agreement with the Receiver, or by order of the court. The Receiver calls these the "Payment Options". As noted, the option of discontinuing services was never communicated to MI; rather the interpretation now advanced by the Receiver is entirely inconsistent with the statements and communications made to me in person and in writing by the Receiver.
4. Following the granting of the Receivership Order, I had many meetings with representatives of the Receiver, including Josh Nevsky and Stephen Ferguson, and Andrew Sterling. I thought we had worked together well to ensure that construction on the Project continued despite the interruption caused by the Receivership. They would attend the MI office (often weekly) in November, December, January, February and March to meet with me and the MI team while they were getting up to speed on the Project.
5. In and around November and December 2023, I met with the Receiver to discuss and later negotiate MI's claim for payment at issue in this motion. During those meetings, the Receiver acknowledged what it refers to as the Payment Practices in the Fifth

Report being paid historically to MI. The Receiver was looking to reach agreement to reduce these payments.

6. In November 2023, I met with Josh Nevsky, Stephen Ferguson, and Andrew Sterling, and other representatives of the Receiver. During these meetings, I was explicitly told that the Receiver will refuse to pay MI's claim for time-based labour rates but will agree to pay MI a 5% CM Fee. They did in fact pay MI a 5% CM Fee. In addition, I was explicitly advised that MI was required to continue to provide services to the Project under the terms of the Receivership Order. While I am uncertain whether any reference to paragraph 17 was made, I am confident that the Receiver took the position that MI was obligated by court order to continue to provide services to the Project notwithstanding the dispute with respect to MI's payment and the negotiations to attempt to reach a compromise of what MI would be paid. The Receiver was clear MI was prohibited from terminating or ceasing to perform its contractual obligations on the Project. This communication was as memorialized in the Receiver's letters reviewed below and appended as **Exhibit A** and **Exhibit C** to my affidavit.
7. I believe this meeting is the same meeting referred to in paragraph 7.15 of the Receiver's Fifth Report. As noted in that paragraph, the Receiver took the position at that time that MI's involvement in the Project was important to ensure that construction continued. MI agreed with the Receiver on the importance of construction continuing and MI agreed to continue to provide services while the parties attempted to negotiate a resolution, and, failing agreement, have the issue determined by the Court.
8. At no time did the Receiver suggest that MI was free to discontinue services to the Project because the Receiver was looking to pay less than the historic and normal

payment practices of the Project. I understood, based upon the court order, the Receiver's letter (referred to below), and as advised by the Receiver that discontinuing services was not an option, as that would put MI (and other suppliers of goods and services) offside the language of the Receivership Order. In fact, I was specifically told by the Receiver and its counsel at Goodmans, Mr. Brendan O'Neill, that if MI brought a proceeding to enforce its entitlement to fees pursuant to paragraph 17 of the Receivership Order that MI would be terminated from the Project. Mr. O'Neill did not advise me that MI had the option of ceasing work on the Project due to the fee dispute.

9. Following the granting of the Receivership Order, the Receiver circulated a letter to all suppliers for the Project. Attached as **Exhibit A** is a copy of the letter dated October 20, 2023. The letter states the following with respect to the obligation to continue to provide services to the Project:

Pursuant to the Receivership Order, all persons having oral or written agreements are required to continue supplying goods and services to The One Project, and are prohibited from discontinuing or terminating the supply or any such goods and services. All contractors and trades are required to continue providing goods and services and will continue to be paid in the ordinary course. [emphasis added]

10. This statement was entirely consistent with my understanding of the meaning of paragraph 17 of the Receivership Order and reflected what I was told in conversations with Messrs. Nevsky, Ferguson and Sterling. Not only was it my understanding that all suppliers of goods and services were restrained from discontinuing services to the Project and were entitled to be paid for those services in accordance with the Project's normal payment practices, but I had specifically negotiated for these protections in the

Receivership Order, which provided in paragraph 6 for payment to MI of its outstanding invoices at that time, which included a 5% CM Fee on Project hard costs.

11. Attached as **Exhibit B** is a copy of a draft Receivership Order, which I understand from MI's former counsel Mr. Roger Jaiparagas and verily believe, was provided to him by counsel for the Senior Secured Lender on or about October 13, 2022. The draft Receivership Order with tracked changes shows that paragraph 6 of the Receivership Order was specifically negotiated. It, along with paragraph 17, concerns MI's right to be continued to be paid.
12. MI cooperated with the Receiver to ensure an orderly transition throughout the Receivership. It actively engaged with the Receiver to ensure that the Project would be a success. The Receivership was needed because of a governance dispute between the beneficial owners of the Project caused by Coco's refusal to sign renewals for the Senior Secured Lender's loans. Given the assurances I received that MI would continue to be paid in the normal course so long as it continued to provide services to the Project, I supported the Receivership Order.
13. I note that my understanding of the meaning of paragraph 17 of the Receivership Order is also consistent with the findings of Justice Osborne in his Endorsement granting the application to create a receivership – an application that was supported by MI and me personally as a beneficial owner and guarantor to the Project. Justice Osborne held at paragraph 62 of his endorsement:

Finally, the draft receivership order contemplates certain protections being extended to the Developer as set out in the motion materials. These include, for example, a limited stay, and an order that any supplier be restrained from

discontinuing goods or services during the receivership provided that, with respect to post-filing supplied, the Developer continues to pay for those goods or services.¹

14. Taken together, I had understood that the Receivership Order required the Receiver to continue to pay all suppliers to the Project in accordance with the normal payment practices of the Project. The Receiver specifically told me that MI was obligated to continue to provide services to the Project. My lawyers specifically negotiated protections for MI in addition to paragraph 17 so that it would continue to get paid in accordance with the normal payment practices. After the Receivership Order was granted, Justice Osborne's Endorsement supported my understanding of the Receiver's obligation to pay in accordance with the normal payment practices (and MI's obligation to pay sub-trades as well). Finally, the Receiver never once told me or anyone at MI that MI would be free to cease or terminate its services because it was not being paid in accordance with the normal payment practices of the Project.
15. Given the Receiver's position that MI's claim to fees is not commercially reasonable, I do not understand what MI could have done in November 2023 when the payment dispute began. Had MI sought to discontinue its services at that time and simply stopped working because of the payment dispute, the Receiver would have claimed MI was in breach of the court order. In addition, the Project would have been thrown into turmoil. As noted, notwithstanding MI's payment dispute with the Receiver, I was explicitly told that MI was obligated to continue to provide services to the Project.
16. Obviously, MI and the Receiver did not resolve MI's claim to payment pursuant to paragraph 17 and I believe this was the reason why MI was terminated from the

¹ *KEB Hana et al v Mizrahi Commercial (The One) LP et al*, 2023 ONSC 5881 at [para 62](#).

Project. I note that the interpretation of paragraph 17 of the Receivership Order as requiring MI to continue to provide services to the Project and requiring the Receiver to pay suppliers to the Project in accordance with normal payment practices is consistent with the interpretation of the Receivership Order communicated by the Receiver in its February 26, 2024 letter to Project suppliers. This letter was delivered when the Receiver decided to terminate MI from the Project. The Receiver and Goodmans made good on their threat to terminate MI after MI advised it would seek to enforce the Receivership Order. In the Receiver's February 26, 2024 letter it wrote:

Pursuant to paragraph 17 of the Receivership Order, all persons having oral or written agreements or mandates for the supply of goods and/or services to The One Project, are restrained from discontinuing or terminating the supply of any such goods and services. This means that all contractors, trades and other suppliers to The One Project, including those having contractual arrangements with Mizrahi Inc., are required to continue providing goods and services, and will continue to be paid in the normal course pursuant to the terms of the Receivership Order.

[...]

During the immediate period and before arrangements are made directly with SKYGRiD, the Receiver requires all contractors, trades, suppliers, and other persons to continue to perform under existing contracts in accordance with the terms of the Receivership Order.

[...]

Payments will continue to be funded by the Receiver on a monthly basis in the normal course pursuant to the terms of the Receivership Order.

[...]

4. Can I terminate my contract with The One Project?

No. Pursuant to paragraph 16 of the Receivership Order, all contractors and trades are prohibited from terminating or ceasing to perform any contract in respect of The One Project. **Further, pursuant to paragraph 17 of the Receivership Order, all persons having oral or written agreements or mandates for the supply of goods and/or services relating to The One Project are restrained from**

**discontinuing or terminating the supply of any such goods and services.
[emphasis added]**

A copy of the Receiver's letter dated February 26, 2024 is attached as **Exhibit C**.

17. The Receiver now takes the position contrary to its February 26, 2024 letter that paragraph 17 of the Receivership Order permitted MI to cease or terminate its involvement on the Project as of November 2023 because it was not paid in accordance with the normal payment practices of the Project. As noted, not only was this never communicated to MI, but I was told explicitly by the Receiver that MI had to continue to provide general contracting services to the Project. As a result, I negotiated in good faith to see if a compromise on MI's entitlement to fees could be reached or if recourse would have to be sought from the court.
18. Had the Receiver advised MI of its interpretation of paragraph 17 of the Receivership Order now advanced in its Fifth Report, MI would not have performed any services for the Project. Presumably other suppliers would not have provided any services to the Project as well. Instead of being forthright, I feel the Receiver manipulated me and MI. It misled me on its intentions with respect to MI to induce MI to negotiate a compromise without the benefit of the knowledge that if a compromise was not reached, the Receiver would take the position MI was to be paid no more than what Receiver had unilaterally decided to pay because MI did not cease or terminate its services from the Project. In fact, now the Receiver claims that MI was overpaid, even during the Receivership when it had complete knowledge of the historical payment practices and underlying contractual documents.

19. To be clear, I acknowledge that the Receiver was well within its rights to terminate MI as general contractor. That is what it should have been done immediately upon realizing that it disagreed with the normal payment practices of the Project. Instead, it 'strung along' MI until it was in a position to install a replacement general contractor.
20. It was not until the delivery of the Fifth Report that I understood the unique interpretation of paragraph 17 proposed by the Receiver. I relied on its representations to me in our meetings and the statements set out in its letters that paragraph 17 required MI and other suppliers to continue to provide services to the Project.
21. Not only has the Receiver contradicted itself with this new interpretation of paragraph 17 of the Receivership Order, but it now advances incredibly broad, unjust, and spurious claims against MI, many of which have already been subject to litigation between me and my related companies (the "Mizrahi Parties") and the co-beneficial owner of the Project, Ms. Jenny Coco ("Coco" or the "Coco Parties").
22. It is true that the Mizrahi Parties and the Coco Parties had an acrimonious relationship which resulted in a lot of litigation through private arbitration. The Receiver's Fifth Report in many ways revisits old arguments advanced by Coco that were either rejected or abandoned in the course of the various private arbitrations.
23. The Receiver's Fifth Report has significantly and permanently damaged both MI's and my own reputation and interests. The claim that I self-dealt and overcharged the project more than \$58 million has predictably attracted media attention. Yet the fact all of MI's charges to the Project were clearly invoiced and agreed to and paid for predictably does not garner attention.

24. MI is not a big company, but it is bigger than many of the suppliers to the Project. I am particularly disturbed by the Receiver's methods and actions in responding to MI's claim for the payment of its fees pursuant to paragraph 17 of the Receivership Order. Despite the Receiver having the undisputed power to terminate MI with 15 days' notice from the date of the Receivership, it effectively held MI hostage. It was only when MI sought to enforce its entitlement pursuant to paragraph 17 that MI was terminated and now faces a counterclaim for over \$58 million for payments made to MI which were universally approved from the outset of the Project by all relevant parties up until August 2022, and at all times all payments were approved by the Senior Secured Lender, its Administrative Agent and Altus. The Receiver seeks to reach back years and undo what all parties agreed to do and did.
25. The Fifth Report in my estimation evidences what I believe to be unfair treatment by the Receiver throughout this proceeding.

2. All Parties Knew, Understood and Agreed that the Project was Operating on a Cost-Plus Basis

26. The Receiver wrongly claims that MI was overpaid by the Project for construction management fees and time-based labour and relies on the provisions of a May 14, 2019 CCDC2 Stipulated Price Contract (the "CCDC2 Contract"), which provided for total costs of the Project of \$583,164,100, plus applicable taxes, and that MI would be paid for its work as general contractor based on the proportionate amount of completion of the Project on a monthly basis. The CCDC2 Contract is found at Exhibit

C to the affidavit of Mark Kilfoyle affirmed February 27, 2024 (the “2024 Kilfoyle Affidavit”).

27. While MI acknowledges that the CCDC2 Contract purports to be a fixed price contract, which, if followed, specified MI’s entitlement to fees to be based on a proportionate percentage of completion with a completion date of December 31, 2022, all parties knew, understood and agreed that the Project was being constructed and developed on a cost-plus basis. The Receiver appears to acknowledge in paragraph 9.25 of its Fifth Report that “the Debtors and MI do not appear to have followed [the CCDC2 Contract] payment terms”. What the Receiver conveniently disregards is that the Coco Parties, the Senior Secured Lender, its Administrative Agent and Altus knew, understood and agreed that the Debtors’ obligation to pay and MI’s entitlement to fees were not based upon the CCDC2 Contract payment terms.
28. The “Payment Practices” as defined by the Receiver in its Fifth Report were not secret. They were understood by everyone and they were implemented without exception each and every month from the beginning of the Project.
29. As noted, the CCDC2 Contract was signed May 14, 2019. It is substantially similar to the first CCDC2 Stipulated Price Contract signed in 2014. It appointed Altus as the Consultant to the Senior Secured Lender. The CCDC2 Contract states that Altus was to verify MI’s request for the payment of fees based on the percentage of completion of the building. Furthermore, the CCDC2 Contract states that MI was to provide the labour, products, and services for the completion of the Project as part of its compensation, i.e. MI was not to charge separately for labour.
30. This process never occurred – not once.

31. None of the parties followed the contract and it does not govern MI's entitlement to be paid by the Project at the fixed price. MI was never paid a construction management fee based on the percentage of completion of the Project. Altus never verified or was asked to verify the percentage of completion to determine MI's entitlement to a CM Fee. MI always charged and was paid a CM Fee based on the hard costs incurred by the Project. MI always charged the project for labour, whether it was labour provided by Clark Construction Management ("CCM") or by MI from October 2020 onwards.
32. As set out below, the relevant parties knew and understood that:
- a. MI was charging a CM Fee based upon the total hard costs incurred by the Project and these payments were reviewed and approved by the Coco Parties, the Senior Secured Lender, its Administrative Agent and Altus;
 - b. The budget for the Project was continually increasing and evolving and was not the basis for MI's claim to a CM Fee; and
 - c. The schedule for completion of the Project was continually evolving as circumstances out of everyone's control caused significant delays.

2A. MI was Paid a CM Fee based on the Project Hard Costs, Including Time-Based Labour Rates

33. The Receiver's Fifth Report completely ignores that the construction and development of this Project was not undertaken by MI alone. The payment practices were the Project's payment practices, reviewed and approved by the Senior Secured Lender, its Administrative Agent, the Coco Parties and Altus. The payment practices of the Project remained unchanged throughout the entire course of the Project. Nothing about these payment practices were "non-arm's length" and nothing about these payment practices

were commercially unreasonable, especially in the context of constructing and developing one of the most complex mixed-use supertall skyscrapers in the country.

34. It is obvious that all parties carried on this Project as a cost-plus project, not a fixed-price project.
35. For example, MI invoice C683 dated August 27, 2019, is the first MI invoice for construction management fees and Project hard costs under the CCDC2 Contract.
36. At this time, CCM continued to provide time-based labour services to the Project pursuant to a CCDC5A contract as set out in the 2024 Kilfoyle Affidavit.
37. MI Invoice C683 claimed and was paid a construction management fee of \$34,837.30, being 5% of the Project Hard Costs totalling \$696,745. A copy of MI invoice C683 is attached as **Exhibit D** (and also included in the collection of invoices attached as Exhibit L to the 2024 Kilfoyle Affidavit) and is excerpted below:

Description	Qty	Rate	Amount
PC Services, copier Lease, courier	1	14,864.55	14,864.55
Comp Equip, Cells, Software Licenses	1	4,714.61	4,714.61
Site Labour Jul 13 - Aug 16	1	465,216.72566	465,216.73
Container Monthly	1	21,400.00	21,400.00
Meeting, Travel, Dundonald cleanup	1	5,895.29	5,895.29
Staff Parking	1	10,881.19	10,881.19
Site Trucks	1	4,000.00	4,000.00
July 13- Aug 16 Crane Staff	1	169,772.97345	169,772.97
Total Reimbursable Expenses			696,745.34
Construction Management Fee - 5% on above		34,837.27	34,837.27
HST on Revenue		13.00%	95,105.74

38. The co-beneficial owner of the Project, Coco, signed the Construction Financing Request Notice, dated August 30, 2019, seeking funding for the Project's costs at that time, which included MI's invoice for a construction management fee of 5%. A copy of the August 30, 2019, Construction Financing Request Notice is attached as **Exhibit E**

(also found in the complete collection of the 2019 Construction Financing Request Notices attached as Exhibit G to the 2024 Kilfoyle Affidavit).

39. This was the first construction draw following the signing of the CCDC Contract. There was no evaluation by Altus of the percentage of completion of the Project before MI was paid its CM Fee. Instead, MI sought and was paid its CM Fee equal to 5% of the hard costs incurred by the Project, not on the basis of the percentage of completion of the Project under the terms of the CCDC2 Contract. MI was paid and received payment for labour services provided to the Project, again contrary to the language of the CCDC2 Contract. This process remained unchanged until the commencement of the Receivership except, as discussed below, in November 2020, MI started to provide labour to the Project, which had, up until that time, been provided by CCM.
40. In November 2020, Coco disputed MI's entitlement to be paid fees that had been paid to CCM in the time immediately following the termination of CCM in October 2020. The November 2020 invoices from MI sought a CM Fee of 3.5% (pursuant to the Mediator's Proposal, defined below) on all Project hard costs, including site and crane labour that had previously been provided by CCM. MI invoices C894 and C895 are attached hereto as **Exhibit F** and **Exhibit G** respectively (also found in the collection of invoices attached as Exhibit L to the 2024 Kilfoyle Affidavit).
41. The Receiver notes in paragraph 9.49 of the Fifth Report that Coco delivered written submissions dated November 6, 2020, complaining about the termination of CCM from the Project and objecting to the payment of fees charged by MI for staff working on the Project.

42. Coco's complaints about MI's entitlement to claim these fees are also found in an email chain from November 16, 2020, attached as **Exhibit H**. The email chain included Mr. Rod Davidge, counsel for the Senior Secured Lender, and representatives of the Senior Secured Lender and its Administrative Agent. In the email chain, a representative of the Senior Secured Lender's Administrative Agent acknowledged:
3. 5%, CM Fee, was initially included in the Altus CF, and construction budget.
43. In addition, counsel for the Senior Secured Lender's lawyers at Oslers confirms that at that time Coco was disputing the Project's "obligation to pay: (a) costs relating to salaries of employees hired to take over construction management activities that were done by CCM; (b) payment of fees to Mizrahi Inc. that previously flowed through to CCM and were paid to CCM; and (c) commissions to Mizrahi Inc. on unit sales to extent that commission is being applied to taxes applicable to the purchase price". In the same email chain counsel for the Senior Secured Lender provides representatives of the Administrative Agent and the Senior Secured Lender a copy of the CCM CCDC5A contract, which includes the labour rates charged by MI to the Project after the termination of CCM.
44. Finally, in the same email chain, counsel for the Senior Secured Lender confirmed that he had discussions with Coco's counsel and they "suggested that there is no issue with payments to third parties and potentially in respect of employee salaries, although they needed to look into that. They did suggest that Coco is disputing the payment of further fees to Mizrahi Inc, although they did not suggest a basis for that under the contract".

45. Coco also made her complaints explicit in an email from her designate, Ms. Maria Rico, dated November 18, 2020. I responded to Ms. Rico on November 19, 2020. Our email chain is attached as **Exhibit I**.
46. In her November 18, 2020 email, Ms. Rico raises a complaint about, among other things, that MI was charging a CM Fee that was previously to be paid to CCM, and that there was duplication of services between MI and CCM. I responded to indicate MI's position that it was entitled to terminate CCM. Most importantly for present purposes, the email sets out MI's position on its entitlement to charge the Project for fees and work and materials:
- c) The amounts the Project LP owes Mizrahi Inc. do not depend on whether or which subcontractors Mizrahi Inc. employes to construct the Project. Mizrahi Inc. is entitled to be paid:
 - a. **Its management fee of 3.5% of hard construction costs**, and
 - b. **For the work and materials to construct the Project.**
 - d) The Project always paid for the work and materials incurred by CCM, which was billed through Mizrahi Inc. because CCM was a subcontractor. The Project's obligations do not change now that Mizrahi Inc. is no longer subcontracting the work to CCM. Mizrahi Inc. is still entitled to be paid for work and materials.
 - e) This building cannot be built for free. As you know from our daily reports, Mizrahi Inc. has worked tirelessly since CCM's departure and we have been highly successful, not only in ensuring a smooth transition, but in advancing the construction schedule ahead of what CCM had planned. **[emphasis added]**
47. I do not have a record of receiving a substantive response to this position. I note that the position set out in this November 19, 2020 email with respect to MI's entitlement to fees reflects the payment practice of the Project.

48. The Receiver notes that Coco did not proceed with the arbitration with respect to these complaints because Coco's request for an urgent hearing by the arbitral panel was denied and the Coco Parties and Mizrahi Parties entered into negotiations relating to Coco's potential sale of their interest in the Project.
49. While it is true that there were subsequent attempts to negotiate a sale of Coco's interest in the Project, this sale did not proceed and there was a subsequent arbitration with Coco in 2023. Coco never revived her complaints about the payment of fees to MI or the termination of CCM.
50. In fact, despite these complaints about MI's entitlement to fees that had been paid to CCM and in the wake of the termination of CCM's role on the Project, MI's invoices were approved and Coco signed the Construction Financing Request Form dated December 16, 2020 requesting the Senior Secured Lender to pay these fees, a copy of which is attached as **Exhibit J**. Until the signing of the Control Agreement, Coco continued to sign the Construction Financing Request Forms each month under which MI sought and was ultimately paid a CM Fee of 5% on all Project hard costs, including the exact same time-based labour rates that had been charged by CCM up until October 2020.
51. All relevant parties knew and understood that MI was charging and being paid a CM Fee on the CCM time-based labour rates. Even the Altus Reports acknowledged that MI was assuming the role of CCM to provide construction labour and management to the Project. For example, Altus Report No. 15 issued November 4, 2020 (**Exhibit K15**) notes:

During the current period, we have been advised that Clark Construction Management Inc. has been terminated and the Borrower has been in discussions with all stakeholders about the termination. We understand that a 30 day transition plan is in place and the Borrower has met with each trade and principal individually to discuss the termination of the Clark Construction Management Inc, the transition plan, as well as on-going management of the site. We understand that the Borrower intends to continue to build an experienced construction management team during the transition and ultimately bring management of the project in-house. A full review of the construction schedule is in the process of being completed with trades and is expected to be completed within the next 30 days. We will review a copy of the schedule and transition plan, once received. We have been advised that construction on site continues. We will be monitoring the situation and comment accordingly.

52. For the sake of completeness, I have enclosed as **Exhibit K** all Altus Reports for the Project in MI's possession from August 2019 onward.
53. The Payment Practices were not a "non-arm's length agreement" as stated by the Receiver. As noted in the 2024 Kilfoyle Affidavit, each and every construction draw request was the subject of intense scrutiny by the Coco Parties, the Senior Secured Lender, its Administrative Agency and Altus.
54. CCM recovered a CM Fee on its labour rates when it was providing construction management services and labour to the Project. During that period of time, MI also recovered a CM Fee equal to 3.5% on hard costs for the Project, including CCM's labour rates. Nothing changed when the CCM contract was terminated, and the Project did not incur any additional costs when MI began to provide the Project with construction management services and labour on the same terms as CCM.
55. The Receiver suggests that it is improper for a general contractor to earn profit by charging labour rates in excess of its actual costs while also charging a CM Fee on those grossed up labour rates. The Receiver provides no evidence to establish this alleged impropriety.

56. The record is clear that CCM grossed up its labour rates charged to the Project and recovered a CM Fee thereon.
57. When CCM's services to the Project were terminated, MI carried on this exact same practice and payments were approved by all the relevant parties.
58. Contrary to the Receiver's claim in the Fifth Report, all interested stakeholders had knowledge that MI was charging the exact same labour rates to the Project as CCM had pursuant to its CCDC5A contract with MI and that it was charging and receiving a CM Fee in addition to those time-based labour rates. This practice began immediately upon the termination of CCM in and around October 2020 up until the Receivership Order, although, as set out above, the quantum of the CM Fee to which MI was entitled changed over time.
59. For example, as noted above, attached as **Exhibit G** is invoice C895, a November 2020 site labour invoice from MI to the Project. This is the first site labour invoice following CCM's termination the month prior. The invoice identifies the work undertaken as "Site Labour" sets out the total value and the applicable construction management fee, which (at that time) was 3.5%.

Description	Qty	Rate	Amount
Site Labour - per attached summary		284,527.88	284,527.88
Construction Management Fee		9,958.48	9,958.48
HST on Revenue		13.00%	38,283.23

60. As noted in the invoice, a summary of labour is attached to the invoice, which clearly sets out the name of the labourer, the number of hours worked, the applicable hourly rate and the total. An excerpt is copied below:

Timesheet Summary
 Mizrahi Inc.
 Project: 1 Bloor
 Site Labour
 For the period from:

30-Oct-20 To: 21-Nov-20
 *cut off on Saturdays

Employee Name	Type	Total Period SUM		
		Hours	Rate	Amount
	Total Reg Hrs	24.00	90.23	2,165.52
	Total OT Hrs	-	135.35	-
	Total Reg Hrs	61.00	90.23	5,504.03
	Total OT Hrs	-	135.35	-
	Total Reg Hrs	8.00	96.35	770.80
	Total OT Hrs	-	144.53	-

61. At the bottom of the summary is a total setting out the total number of regular and overtime hours and the total cost of that labour:

	Hours	Amount
Total Reg	2,478.75	232,421.23
Total OT	370.50	52,106.65
SUM	2,849.25	284,527.88

62. In addition, there is further information provided in the site labour invoice, which not only identifies the labourer's name, but also provides further detail on their occupation and hours worked. An excerpt of this detailed summary included in the site labour invoice is below:

Timesheet Summary
 Mizrahi Inc.
 Project: 1 Bloor
 Site Labour
 For the period from:

30-Oct-20 To: 21-Nov-20
 *cut off on Saturdays

Employee Name	Occupation	Type	Week of				Total Period SUM		
			2020-10-31	2020-11-07	2020-11-14	2020-11-21	Hours	Rate	Amount
	Security	Total Reg Hrs	-	-	16.00	8.00	24.00	90.23	2,165.52
	Security	Total OT Hrs	-	-	-	-	-	135.35	-
		SUM	0	0	16	8	24		2,165.52
	Security	Total Reg Hrs	-	-	24.00	37.00	61.00	90.23	5,504.03
	Security	Total OT Hrs	-	-	-	-	-	135.35	-
		SUM	0	0	24	37	61		5,504.03

63. As set out in the 2024 Kilfoyle Affidavit, these rates are identical to the time based labour rates provided for in the CCM CCDC5A contract (the contract referred and attached to **Exhibit H**, the November 2020 email between the Senior Secured Lender, its Administrative Agent and their lawyer at Oslers). There is no doubt that Coco, the

Senior Secured Lender, its Administrative Agent and Altus were aware that MI was providing the Project with labour at the rates identical to the rates in the CCM contract and charging a CM Fee thereon. They reviewed these rate sheets every single month and approved these payments.

64. To my knowledge, this practice was followed each and every month with respect to MI's invoices for site labour.
65. Attached as **Exhibit L** is site labour invoice C1395 from September 12, 2023, the last site labour invoice prior to the Receivership Order. The same form of summary is found therein as reviewed from site labour Invoice C895 (**Exhibit G**). A review of all of the site labour invoices delivered by MI from November 2020 to the Receivership Order shows that the same practice was followed each and every month. These invoices are found at Exhibit L of the 2024 Kilfoyle Affidavit.
66. All parties knew and understood that MI was entitled to a 5% CM Fee based on the initial CCDC2 Contract. This entitlement was amended by the Mediator's Proposal to 3.5% and later retroactively restored to 5% pursuant to the Control Agreement. The parties all acted on the shared understanding that MI was not only entitled to these CM Fees, but that the CM Fee was calculated on all hard costs for the Project, including the time-based labour rates.
67. As noted above, MI invoice C894 (**Exhibit F**) sought payment for crane labour provided in November 2020. This is the first crane labour invoice following the termination of CCM in October 2020. MI sought payment of \$130,179.05 for crane labour services and a CM Fee of 3.5% consistent with the terms of the Mediator's Proposal. As noted

above, MI was subsequently paid a retroactive payment such that it received a CM Fee of 5% on this invoice pursuant to the Control Agreement.

68. As noted above, **Exhibit J** is the signed Construction Financing Request for the Construction Draw to pay the November 2020 Project costs. It is signed by me and Coco. It includes payment for MI invoice C894, i.e. it approves payment to MI for a CM Fee plus the time-based CCM labour rates:

Mizrahi			
2020-09-30	C869		83,848.05
2020-10-26	C874		233,288.83
2020-11-23	C885		368,429.24
2020-11-23	C887		124,492.16
2020-11-23	C888		136,869.72
2020-11-23	C889		76,360.48
2020-11-23	C890		-7,075.47
2020-11-23	C891		-52,719.29
2020-11-23	C892		237,613.22
2020-11-23	C893		21,447.11
2020-11-23	C894		130,179.06
2020-11-23	C895		332,769.58
Total Mizrahi			1,685,502.70

69. This practice continued without exception other than the increase in the CM Fee to 5% pursuant to the Control Agreement until the appointment of the Receiver.
70. Furthermore, again as noted in the 2024 Kilfoyle Affidavit, MI’s entitlement to a 5% CM Fee, while not explicitly stated, was provided for in the CCDC Contract. This is also consistent with the terms of the settlement of a 2019 arbitration with the Coco Parties set out in a proposal from the mediator and arbitrator Mr. Stephen Morrison (the “Mediator’s Proposal”) which provides, in part:

The Construction Management Fee of 5% of the hard construction costs, currently estimated at approximately \$560 million, will be reduced to 3.5%, of which 1.5% will continue to be paid to Mike Clark, and the remaining 2% will be paid to MI in respect of its ongoing, but reduced, construction management duties.

A copy of the Mediator's Proposal dated November 26, 2019, is attached as **Exhibit M**.

71. The Mediator's Proposal implicitly confirms the pre-existing agreement between MI and the Project that MI was entitled to receive a 5% CM Fee (of which 1.5% was paid to CCM at the relevant time) on Project hard construction costs, since it memorializes an agreement between the beneficial owners to reduce MI's entitlement to a CM Fee to 3.5%.
72. Note that the Mediator's Proposal refers to "estimated" hard costs of \$560 million, as the parties knew and understood the fact that the Project was operating on a cost-plus basis, that MI's entitlement to charge a CM Fee was not limited to the stipulated price in the CCDC Contract. If that was the case, then the Mediator's Proposal would have said that.
73. Again, up until the Mediator's Proposal and after it, MI always charged and was paid a CM Fee on the time-based labour rates, just as CCM had done during its tenure, and these payments were approved by Coco, the Senior Secured Lender, its Administrative Agent and Altus (with the exception of payments from August 2022 onward when Coco would not approve payments to MI, but as reviewed below, for different reasons).
74. The Project, its beneficial owners, its Senior Secured Lenders, the lender's Administrative Agent and Altus were all aware of these payments for years, and MI continued to be paid on this basis every month. From November 2020 until the

Receivership, Coco and I engaged in two further arbitrations, yet no challenge to MI's claim to fees was ever brought.

75. The Receiver's motion essentially seeks to redo the entire payment history of this Project which stretches back to 2017. It entirely ignores that the "Payment Practices" were transparent and understood by all parties.

2B. The Parties Knew and Understood that the Budget for the Project was Increasing and that MI's Entitlement to Fees was Not Fixed by the Budget in the CCDC2 Contract

(i) Altus' Role in the Project as the Quantity Survey Consultant

76. The Project was closely monitored by Altus Group, an arm's-length third party consultant retained by the Senior Secured Lender. Altus is an established and well-respected real estate development and construction consulting firm with over 60 years of experience in Canada.
77. Altus reviewed every aspect of the Project, from funding, to sales, to permitting and construction, and provided monthly reports to the lenders on the status of the Project and its progress.
78. The Altus reports were prepared for the Senior Secured Lender and its Administrative Agent, IGIS. In addition to members of MI's team, Coco and her colleagues, such as Roy Booth and Elliot Kobulnik, were copied on the Altus reports.
79. As noted above, the CCDC2 Contract was executed in May 2019 and the first construction draw pursuant to that contract occurred in August 2019. Altus Preliminary Report and Report No. 1, dated August 28, 2019 (**Exhibit K1**), is the first Altus Report prepared for the Senior Secured Lender and its Administrative Agent under the CCDC2 Contract.

80. Despite the language of the CCDC2 Contract, Altus Preliminary Report and Report No. 1 (**Exhibit K1**) confirms that the parties knew and agreed that the budget for the Project was not \$583.2 million as stated in the CCDC2 Contract. In fact, the Altus Preliminary Report and Report No. 1 (**Exhibit K1**) confirms that by August 2019, the Project had already incurred more than \$555 million in net costs. The report states there was an “agreed project budget of” \$1.390 billion:

1.1 Budget

Based on our review of documentation and our discussions with the Borrower and KEB Hana Bank as trustee of IGIS Global Private Placement Real Estate Fund No. 301, we have established an agreed project budget of \$1,390,000,000. The project budget contains approximately \$25,504,000 in project contingencies.

Refer to Section 3 and 5 for budget commentary and further detail.

1.2 Costs Incurred

We have calculated that the net cost to date is \$555,051,590. Refer to Appendix A for budget details.

We understand that advances from IGIS will occur on a quarterly basis based on the current cash flow projection and advance schedule. We will monitor the advances and overall cost to date and comment on the surplus/shortfall of funds on a quarterly basis. We understand that the cash flow projection and advance schedule will remain unchanged unless projected costs changes materially.

81. Altus representatives visited the site on a regular basis. They received and reviewed contract tenders, invoices, unit sales, commercial leases, and Project expenditures, among other things. Their reports are lengthy and updated monthly. On the basis of this extensive review process, Altus approved the release of funds from the lenders to the Project.
82. Altus also undertook two budget reviews, the first in August 2022 and the second in August 2023. In Altus’ Interim Project Budget Review Letter at August 2022 (**Exhibit K38A**) Altus noted an increase in the budget from \$1,539,058,278 to \$1,668,498,278.

In the Altus Interim Project Budget Review Letter at May 31, 2023 (**Exhibit K47A**), Altus noted a budget increase from \$1,668,498,278 to \$2,142,649,214.

(ii) Jenny Coco, the Co-Owner of the Project, Had Complete Transparency into the Project Finances and Budget

83. From the date of the Mediator's Proposal to the time of the Control Agreement, and then again upon the termination of the Control Agreement in August 2022, Ms. Coco and her specially appointed financial controller, Ms. Maria Rico, had full and complete real time access into every aspect of the Project's finances. Ms. Rico, on behalf of Ms. Coco, was fully embedded in the Project finances with full and complete real time access to all books and records including the general ledger and bank accounts. It defies credulity to suggest that the Coco Parties had not acknowledged MI's entitlement to a CM Fee based on Project hard costs incurred including the CCM time-based labour rates, when they had full access to the Project banking and financials, the Project budget and the Project schedules.
84. The transition period to implement the terms of the Mediator's Proposal began in December 2019. It started with Ms. Rico preparing a proposed transition plan, which she delivered on December 16, 2019, and which confirmed, among other things:
- (a) "Maria Rico assumes complete responsibility for the Finance Function of the Project, including all Financial Matters, with a target date of December 16";
 - (b) "Redirect all future communication to be received by [MI] which may have a financial impact to the Project, to Maria Rico, with a target date of December 18"; and

(c) “Financial Reporting for the period Dec. 1, 2019 & thereafter, including Year End Reporting for 2019, is Maria Rico’s responsibility, with a target date of December 16”.

85. A copy of the proposed Transition Plan and Ms. Rico’s covering email is attached as **Exhibit N.**

86. I directed the Mizrahi team to immediately begin delivering the requested financial information to Ms. Rico, both in electronic and paper form and they complied.

87. Throughout December 2019, Ms. Rico received the Project’s books, third-party financing documents, unit purchaser deposit reports, sales analyses, costs-to-date reports for Altus’ budget, cheques, wires and invoices for payment.

88. She was provided complete access to the books and records of the Project, including bank account statements, payment confirmations, contracts, purchase orders, and other accounting records.

89. The Mizrahi team spent a lot of time educating Ms. Rico about the Project. She attended the Mizrahi offices at a minimum weekly (and often daily) to review financial documents and discuss the financial status of the Project with the Chief Financial Officer, Mark Kilfoyle. I also regularly communicated and met with Ms. Rico about Project finances.

90. Ms. Rico’s involvement in the Project was a very time-consuming process for the Mizrahi team. Mizrahi staff diligently responded to all of Ms. Rico’s requests for information.

91. Ms. Rico had access to and visibility into the bank accounts related to the Project. There were four accounts:

- (a) Two Project accounts – one at TD Bank and one at KEB/Hana Bank of Canada. Ms. Coco and I had joint signing authority over these accounts;
- (b) Two Mizrahi Inc. accounts:
 - (i) A segregated account which is used to pay the Project's hard costs;
 - (ii) A non-segregated account into which CERIECO construction draws were deposited and used to pay invoices issued by MI for general contracting costs and CM Fees, including invoices issued by CCM, which worked directly for MI.

92. With respect to the non-segregated account:

- (a) The deposit of construction draws into this account was a requirement of the CERIECO Loan Agreement. Once the draws were deposited into the non-segregated account, they were transferred into the Project account at KEB/Hana Bank of Canada;
- (b) Invoices issued for payment from this account were reviewed and approved by Altus;
- (c) There is no requirement in the Mediator's Proposal or in any other document that Ms. Coco or Ms. Rico have access to the non-segregated account. The reason for this is that it is used by MI for all of its business operations, not just the Project;
- (d) Ms. Rico had full visibility into all Project-related transactions processed through this account. She approved in advance, and received confirmation of, deposits of construction draws. She received all invoices issued by MI and CCM, which were only processed after she approved

the invoices. She then received confirmations of payment after the invoices were processed and paid.

93. It was agreed by the parties that MI would set up a segregated account for the hard costs and maintain the non-segregated account to be used for the deposit of CERIECO draws and the corresponding payment of general contracting costs and CM Fees, which were owed to MI, as well as invoices issued by CCM, all as approved by Altus (who reported to the lenders).
94. With respect to the segregated account:
- (a) Ms. Rico received and reviewed monthly bank statements identifying all transactions flowing through that account;
 - (b) She also received a summary listing of payments to be made and copies of all subcontractor invoices to be paid for review and approval prior to processing, and all confirmations of payment once EFTs and cheques were processed, which she then reconciled every month; and
 - (c) Similarly, the Senior Secured Lender and its Administrative Agent received and reviewed the bank statements for this account identifying all transactions flowing through it.
95. The Mizrahi team introduced Ms. Rico to the Project's lawyers, suppliers, lenders, consultants, contractors and others so that she could build relationships with them.
96. Ms. Rico, as agent for Ms. Coco, was invited to and attended meetings related to financial aspects of the Project such as:
- (a) Meetings and tele-conferences with the Project's lenders and prospective lenders;

- (b) Twice-monthly tele-conferences with Altus;
- (c) Twice-weekly tele-conferences in April 2020 with the Project's auditors, Ernst & Young which prepared financial statements;
- (d) Weekly meetings and tele-conferences with the Project's corporate counsel, Phil Rimer at Dentons, in respect of the financing issues for the Project which were subject of an arbitration with the Coco Parties in 2020;
- (e) Weekly meetings and tele-conferences with the Project's land use and planning lawyer, Adam Brown at Sherman Brown LLP;
- (f) Meetings with City officials;
- (g) Regular meetings with the Project's construction manager, CCM, prior to the termination of CCM, including global construction review meetings, during which the entire construction process was reviewed from the beginning of the Project; and
- (h) Meetings and tele-conferences with the Project's litigation counsel.

97. When Ms. Rico was unable to attend meetings, the Mizrahi team updated her on the outcome of those meetings to the extent of any financial impacts on the Project. She also had a direct line into the lawyers and other consultants who are critical to the Project. She regularly reached out to them.

98. The Coco Parties had complete visibility into the Project's finances, the status of construction, the fact that there were unavoidable construction delays and the increase in the Project's budget.

99. For example, Ms. Rico's complete visibility into the Project's finances is reflected in the memorandum she prepared regarding the budget in Altus Report No. 8, dated April 3,

2020, for the status of the Project as of February 29, 2020 (the “**Rico Memorandum**”).

A copy of the Altus Report No 8 is attached as **Exhibit K8**. In addition a copy of the Rico Memorandum referable to the February 2020 Altus Report is attached as **Exhibit O**.

100. The Rico Memorandum sets out 17 separate items that Ms. Rico thought should be addressed in the February 2020 Altus report, most of which are not specific to that month’s report, but apply equally to all of their reports.

101. Most important, for the purposes of this proceeding, is Ms. Rico’s explicit acknowledgement that the budget for the Project as of February 2020 was for \$1,405,570,103. In addition, Ms. Rico acknowledged that Altus had “not updated Budgeted Costs for nearing one year. The construction costs are **certainly outdated given the delays due to the Stop Work Order, COVID 19 and the lack of an above grade permit**” [emphasis added].

102. Ms. Rico was brought into the Project to handle financial administration and to provide financial transparency to Ms. Coco.

103. Together with Ms. Rico, the Mizrahi team worked with Altus on a regular basis, communicating Project status, costs incurred, and projected expenditures. Ms. Rico was involved in all of these communications.

104. Ms. Rico worked with Mr. Kilfoyle each month to review and sign off on Altus’ reports. Altus would provide a draft report, Ms. Rico and Mr. Kilfoyle would review it and provide comments, following which they together approved the final report before Altus issued it.

105. The same process is followed each month and each month Ms. Rico reviewed and signed off on the report.

106. For example, Ms. Rico signed off on Altus Report 8 (**Exhibit K8**) on April 3, 2020. A copy of her email is attached as **Exhibit P**.

107. Prior to the memorandum, Ms. Rico did not raise any issues about Altus' role and reports. This is because:

- (a) Altus does not work for the Project or take direction from the Project;
- (b) Its role was to provide reporting to the Senior Secured Lender; and
- (c) Altus took primary direction from the Senior Secured Lender and its reports were prepared according to the Senior Secured Lender's requirements.

108. Coco, the Senior Secured Lender and Altus all knew and were aware that the budget for the Project was continually increasing. In an affidavit sworn February 1, 2023, Coco recognized that the budget was increasing, writing:

80. What is more shocking to me is that the current Project budget as stated above has substantially increased from the original budget of December 21, 2017, in the amount of \$1,200,000,000 which was prepared by Altus. It has repeatedly increased over the last number of years. In Altus Report #42, Altus states that the net cost to December 31, 2022, is \$1,219,846.677 out of a budget of \$1,668,498,278, and with only 19 floors constructed. I am concerned about the substantial budget increases given my current lack of control over the Project.

109. In her February 1, 2023 affidavit Coco also refers to Altus Report #42 wherein the Senior Secured Lender is reported to have requested an updated budget:

82. Altus Report #42 states that it has been asked to prepare an updated budget:

Subsequent to the issue of our Report No. 41 at November 30, 2022, we note that the Lender has requested that Altus Group prepare an update to the construction, finance, and soft cost budgets, to further review the sources of funds with respect to an updated construction schedule to be provided by the Borrower. Presently, we note that the Borrower has shared a draft copy of the updated schedule, however, we note that the Borrower with the consent of the Lender have advised that the update to the aforementioned budgets will occur in our subsequent report, upon receipt of the finalized updated schedule.

110. The Rico commentary beginning in paragraph 99 above is instructive as the costs to build the Project that were not within MI's control skyrocketed and if any party had asserted as the Receiver does now that MI was bound to deliver the Project for the original fixed price in the CCDC Contract, MI would have terminated its work on the Project as it would be impossible to deliver the building for such a price.

2C. MI was not Bound by the Schedule for Completion in the CCDC2 Contract which was Also Inaccurate

111. Not only was the budget and payment terms under the CCDC2 Contract not followed, but the completion date of December 31, 2022 was ultimately not followed.

112. In May 16, 2019, two days after the execution of the CCDC2 Contract, the Project made an application for a conditional foundation permit, i.e. it applied for a permit to begin construction of the foundation of the building. The foundation permit was not issued until March 4, 2020. An unconditional building permit, required for the construction of the tower, was not received until August 4, 2022.

113. While MI made every effort to ensure the timely construction of the Project, these efforts were met with unavoidable and substantial delays, including delays caused by a plumber's strike that began on June 3, 2019, delays with the permitting process, and the COVID-19 pandemic, which not only caused a significant delay in construction, but also significantly increased Project costs. These are just some examples of causes of delays in this exceptionally complex Project.

114. In Altus Report No. 33 issued April 26, 2022 (**Exhibit K33**) the schedule for construction was updated from an anticipated completion date of December 2022 to

November 2023, but also noted that a revised construction schedule to incorporate the delay in construction as at that time was being prepared.

115. Altus Report No. 35 issued June 29, 2022 (**Exhibit K35**), estimates a completion date of July 30, 2024. In the Altus Interim Project Budget Review Letter at May 31, 2023 (**Exhibit K47A**) Altus noted then that this proposed completion date was “aggressive” and provided its own estimated completion date of July 2025, but noted that the schedule “could slip further into Q3 2025 or Q1 2026”.
116. Again similar to my evidence in paragraph 110 above, if any party had asserted what the Receiver does now that MI was obliged to meet the original completion date of December 31, 2022, given the delays in construction caused by a host of factors, and given that the unconditional building permit was only issued on August 4, 2022, MI would have terminated its work on the Project given the impossibility of building a supertall skyscraper in a period of less than 5 months. While Coco raised objections about the pace of construction, at no time was there ever a claim or even a suggestion that MI’s entitlement to CM Fees was limited to the budget and terms of the CCDC2 Contract or to be reduced or eliminated for not meeting the schedule for completion under that contract.
117. In all of the disputes with Coco, she did not claim MI was disentitled to fees because of an obligation to deliver the Project for the original fixed price by December 31, 2022.
118. As to MI’s entitlement to CM Fees, as reviewed below, these were settled at 5% with Coco under the terms of the Control Agreement. As to MI charging time-based labour rates at the same rates as charged by CCM, this was well known to Coco. As noted

above, she objected to the fees in and around November 2020, but did not pursue recourse notwithstanding she pursued a further arbitration.

119. Despite all parties knowing and understanding the delays and increased budget for the Project, the normal payment practices of the Project continued to be followed by all parties. MI would seek payment and was paid its CM Fee in the ordinary course, both before and after December 31, 2022. MI's entitlement to compensation for its general contracting services was based upon a CM Fee of 5% (later reduced to 3.5% for a period of time pursuant to the Mediator's Proposal and subsequently increased by the Control Agreement) on all hard costs for the Project. MI's entitlement to a CM Fee was not based upon the percentage of Project completion at a fixed price or the requirement to complete the Project by December 31, 2022. This is clear from the fact that all parties approved numerous payments in excess of the original Project budget long after December 31, 2022, approved fee invoices for MI that were calculated as a percentage of hard costs incurred by the Project, the conduct of the parties, and, in some cases, their explicit acknowledgement.

120. The Receiver's Fifth Report does not suggest or imply that MI was dishonest in implementing these payment practices. There was no impropriety in the payment practices. These were the Project's payment practices agreed to and carried out by all relevant parties.

121. The Receiver was entitled to terminate MI as general contractor for the Project. It should have done so immediately upon understanding that it disagreed with the historic and normal payment practices of the Project. Instead, it strung MI along so that it could extract maximum value and cooperation while refusing to pay MI its entitlement under

the Receivership Order, in yet another example of this Receiver's unfair treatment of MI.

2D. The May 2022 Amendment to the CCDC Contract was to Reflect the Understandings of the Parties on the Increasing Budget and Schedule

122. On May 4, 2022, I signed the Amending Agreement to the CCDC2 Contract (the "May 2022 Amendment"), a copy of which is attached as Exhibit E to the 2024 Kilfoyle Affidavit. I signed the May 2022 Amendment on behalf of the Project and on behalf of MI. During this time, Coco was not involved in the Project pursuant to the terms of the Control Agreement.
123. The intention of the May 2022 Amendment was to reflect and memorialize the agreement from the inception of the Project that it was proceeding on a cost-plus basis. The budget and schedule for the Project was being continually updated because of the impact of COVID-19 and other factors. The May 2022 Amendment reflected the fact that the CCDC2 Contract did not accord with the intentions and agreement of the parties. As set out above, Altus was periodically reviewing the budget and schedules and the very first Altus Report to follow the CCDC2 Contract included a budget in excess of the budget set out in the CCDC2 Contract.
124. The Receiver's reference to the May 2022 Amendment as a "Unilateral Amendment" is misleading. While I did sign the May 2022 Amendment myself, there was no one else to sign the agreement at that time given the terms of the Control Agreement. It simply reflects the reality of how the parties operated the Project at that time.

3. MI is Entitled to the 5% CM Fee Pursuant to the Control Agreement on All Project Hard Costs

125. Contrary to the position taken in the Receiver's Fifth Report and in addition to the basis of MI's entitlement to a 5% CM Fee as set out above and in the 2024 Kilfoyle Affidavit, the Control Agreement provides that MI was entitled to a 5% CM Fee on all hard costs incurred by the Project. Furthermore, the Control Agreement provides that MI was entitled to payment of a retroactive CM Fee from the date the agreement was executed to 'top up' the total payment to MI to 5% on all hard costs for the Project. The Control Agreement was signed in May 2021. A copy of the Control Agreement is attached as **Exhibit Q**.

126. The Control Agreement is an agreement between the beneficial owners of the Project. Section 3 outlines MI's entitlement to a 5% CM Fee as follows:

3. Upon execution of this Control Agreement, Mizrahi Inc. shall be paid a construction management fee of 5% of hard costs in accordance with the terms of the construction management agreement between Mizrahi Inc. and the GP. To the extent that any payments on account of construction management fees have been made to Mizrahi Inc. prior to the date of this Agreement at a rate less than 5% of the hard costs, the difference between such payments and 5% of the hard costs shall be paid to Mizrahi Inc. immediately upon execution of this Agreement.

127. The Control Agreement was entered into by the Mizrahi and Coco Parties in advance of an intended purchase by the Mizrahi Parties of the Coco interest in the Project. The Control Agreement set out various controls granted to the Mizrahi Parties during an "Escrow Period", which expired on August 30, 2022 owing to the non-completion of the sale.

128. Section 2 of the Control Agreement sets out the various controls afforded to the Mizrahi Parties during the Escrow Period, effectively giving the Mizrahi Parties control over the

Project until the sale of the Coco interest or the termination of the Agreement. The Control Agreement is clear that the controls afforded to the Mizrahi Parties only apply “during the Escrow Period”.

129. Nothing in the Control Agreement provides that MI’s entitlement to a 5% CM Fee ends upon the termination of the Escrow Period. That was not the agreement and was not the intention of the Control Agreement.
130. From the date the Control Agreement was signed until the disclaimer of MI’s general contracting services to the Project, MI was paid a 5% CM Fee, including a 5% CM Fee on labour rates (although there is a dispute on the quantum of labour rates).
131. Following the execution of the Control Agreement in and around May 2021, on May 31, 2021 MI received payment of \$725,214.74 (net of HST) as a retroactive payment of its entitlement to a CM Fee of 5% on all Project hard costs. This payment included a 5% CM Fee on the CCM time-based labour rates historically charged to the Project.
132. At the time of the execution of the Control Agreement, all parties, including Coco, knew and understood that MI was charging the CCM time-based labour rates to the Project on a monthly basis and recovering a CM Fee on those hard costs, among other hard costs.
133. For example, attached as **Exhibit R** is MI Invoice C962, dated April 14, 2021, for crane labour provided to the Project. As noted in the 2024 Kilfoyle Affidavit, MI charged the project for construction labour and construction management, including crane labour, at the same rates charged to the Project by CCM. Invoice C962 sought payment to MI by the Project for \$189,078.24 for crane labour with a 3.5% CM Fee of \$6,617.74. Included with the invoice are time sheets for the crane labour provided to the Project

from March 20, 2021 to April 17, 2021. This invoice, like the invoices that predate it from the time of the Mediator's Proposal, were paid by the Project. MI received a CM Fee of 3.5% on time-based labour rates, equal to the time-based labour rates that were paid to CCM under its CCDC5A contract.

134. The next month in May 2021, MI rendered invoice C985, dated May 19, 2021, for crane labour provided to the Project. A copy of this invoice is attached as **Exhibit S**. This invoice sought payment of \$103,386.24 for crane labour provided to the Project. The invoice includes a summary of the time worked by the crane labourers and their rates. The invoice then seeks a 5% CM Fee of \$5,159.31, consistent with MI's entitlement to a 5% CM Fee on all hard costs for the Project.
135. The same payment process is seen in MI's other May 2021 invoices and this practice was followed until the Receivership Order (all found at Exhibit L to the 2024 Kilfoyle Affidavit).
136. The Receiver takes the position that MI was not entitled to charge a 5% CM Fee after the termination of the Control Agreement in August 2022 and that MI was not entitled to charge a CM Fee on the time-based labour rates.
137. I disagree. Altus, the Senior Secured Lender and its Administrative Agent (and for a period of time the Coco interest) were in agreement with me. As noted above, the Project has always (until the Receivership) paid MI a CM Fee on the CCM time-based labour rates and those payments have always been approved by the Project's Senior Secured Lender, its administrative agent, Altus and, during the applicable period of time, Coco and/or Ms. Rico.

138. After the expiry of the Control Agreement, Coco resumed her involvement in the Project and refused to agree to the release of certain Project payments, including MI’s claim to a CM Fee and invoices for site labour and construction costs. Coco provided a spreadsheet with her comments for the Project expenses at issue for that month’s construction draw. For example, with respect to MI invoice C1231 for crane labour in August 2022, Coco provided the following comment:

Aff	08/16/2022	C1231		153,719.43	Approved subject to receipt of Contract	copy of the contract required to confirm rates paid.
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139. Coco did not complain about the obvious calculation of a 5% CM Fee, nor did she complain that MI was charging a fee based on the time-based labour rates. Coco already had the CCDC5A contract that was the basis for the labour rates charged. A copy of the spreadsheet delivered by Ms. Coco is attached as **Exhibit T**.

140. A copy of MI invoice C1231, dated September 14, 2022 is attached as **Exhibit U**. It sought payment for a total of \$153,719.43 for crane labour, a 5% CM Fee and HST. While Coco only provided provisional approval “subject to receipt of Contract”, the invoice included the labour rates charged to the Project and Coco knew that MI had assumed the rates under the CCDC5A Contract with CCM in November 2020. Note that Coco did not object to the 5% CM Fee as being contrary to the expiry of the Control Agreement.

141. There was never any question or doubt that MI had been charging and receiving a CM Fee on the time-based labour rates from the inception of the Project. This practice was in place while CCM was provided labour to the project, after the Mediator’s Proposal, and after the termination of CCM, until the commencement of the Receivership.

142. As also noted in the 2024 Kilfoyle Affidavit, the Receivership Order provided for payment to MI of a 5% CM Fee, including a 5% CM Fee on construction labour calculated based on time-based labour rates.
143. Even during the Receivership, the Receiver paid MI a CM Fee of 5% on Project hard costs, except that it did not pay MI a 5% CM Fee on the time-based labour rates. It was not until the receipt of the Receiver's Fifth Report that MI understood the Receiver was claiming that MI was not entitled to recover a 5% CM Fee on Project hard costs on the basis that the Control Agreement had expired. This is not only inconsistent with the terms of the Control Agreement, but is contrary to the language of the Receivership Order, the historical and normal payment practice of the Project and what the Receiver unilaterally decided to pay MI
144. The Receiver states that there is no evidence that the Coco Parties or the Senior Secured Lender knew the quantum of MI's profit on the time-based labour rates. This may be true, but it is also true that CCM had not disclosed its profit margin on the exact same time-based labour rates charged to the Project, for which it too was recovering a CM Fee. Similarly, not a single subcontractor paid on the Project has revealed its profits on the Project. I have hired and paid many lawyers over the years, and none have revealed their profits on the known hourly rates charged. I would be shocked if the Goodmans law firm has revealed to the Receiver or this court its profit for its legal services in this matter. Why MI is singled out for this treatment strikes me as another example of the Receiver's unfair treatment of MI.
145. The Control Agreement was negotiated in order to address the operation and control of the Project during the Escrow Period when the Mizrahi Parties attempted to finalize

the purchase of the Coco interest in the Project. The Control Agreement specifically granted the Mizrahi Parties certain control and operational powers that it did not have under the terms of the Shareholders Agreement and Partnership Agreement, which allowed for the construction of the Project without Coco's input.

146. MI's entitlement to a 5% CM Fee and its entitlement to a retroactive 5% CM Fee from the time of the Mediator's Proposal does not concern the operation and control of the GP and Partnership at issue in the Control Agreement. There was no intention to limit MI's entitlement to a 5% CM Fee to the termination of the Control Agreement and there is no language supporting the Receiver's position that MI's entitlement to a 5% CM Fee ended when the Control Agreement terminated. I was not asked and was under no obligation to repay the retroactive payment and there is nothing to support the Receiver's contention that the entitlement to the 5% CM Fee ended when the Control Agreement was terminated. I note that despite knowing of the terms of the Control Agreement and the CCDC2 Contract, the Receiver paid MI a 5% CM Fee on all Project hard costs (other than the CCM time-based labour rates) from the beginning of the Receivership until MI was terminated from the Project.

4. The Receiver's Bald Claims that a 5% CM Fee on Time-Based Labour Rates is Not Reasonable or Industry Standard

147. The Receiver, which has no expertise or experience in development, claims, without evidence, that a 5% CM Fee is not in keeping with industry standard and points to SKYGRiD's entitlement to a lower CM Fee. I disagree that a 5% CM Fee is not consistent with industry standard. It is the rate MI has charged on all of its projects. In addition, SKYGRiD's responsibilities to the Project were much less than the

responsibilities of MI. SKYGRiD did not have to get permits, traffic plans, work plans, subcontractors, concrete pumping stations, or determine how to construct the building, among many other things.

148. MI achieved many significant milestones for the Project, including:

- a. Acquiring 1 Bloor Street West from the Stollery family who owned it for 117 years. The property was not for sale. It took nine months for me to convince Mr. Ed Whaley and the Stollery family to part with it. Mr. Whaley would only agree to sell the property to me because of my vision to construct the Project, despite offers from other developers;
- b. Acquiring the properties adjacent to 1 Bloor West to assemble the minimum land mass required for the Project. None of these lands were for sale at the time;
- c. Acquiring 760 Yonge Street, another off market property, to achieve the necessary density for the Project and meet required zoning criteria;
- d. Gaining the support of the Rate Payers Association, local councilor, the Mayor, the City of Toronto planning department and the community to approve the development of what would be at that time the tallest building in Canada;
- e. Convincing major institutional investors to finance the Project, such as CREIT, Fiera Capital, Firm Capital, Westmount Aviva Insurance, Meritz, CERIECO and others. I brought more than \$1 billion in financing to the Project, including the largest investment ever made by Westmount Aviva Insurance in Canada for condominium deposit insurance;

- f. Fully leasing the commercial retail component of the building at the highest recorded lease rates in Canada;
- g. Selling over 75% of the residential units of the building, within a very short period of time, at the highest residential prices per square foot in Canada. This represents over \$540 million in sales;
- h. Obtaining demolition permits notwithstanding that Toronto Heritage wanted to designate Stollery's as a heritage site and removing the heritage overlay for the lands around 1 Bloor West, which would have otherwise halted the Project;
- i. Negotiating the release of easement rights that Scotiabank and H&M had over 1 Bloor West;
- j. Achieving multiple high profile development awards for the Project, including awards from the Ontario Home Builders Association, the Building Industry & Land Development Association, the Canadian Property Awards, and the prestigious BILD Pinnacle Award for best architectural design and best high-rise building design. In 2019, Mizrahi Developments was awarded the Par Excellence Award from the France-Canada Chamber of Commerce recognizing global-leading innovation in construction techniques; and
- k. Most importantly, implementing a vision of designing and building the tallest structure in Canada by assembling a world-class team of consultants and experts to help execute the design.

149. The Receiver also ignores that the Project is the first supertall skyscraper in Canada.

This development is one of a kind. MI was the only developer and general contractor

with the Tarion license that permitted the construction of the Project. It was the first to get approval to construct such a supertall building.

150. Finally, as the Receiver notes in the Fifth Report, MI's entitlement to a 5% CM Fee was contemplated by the first CCDC2 Contract signed in 2017. Whatever SKYGRiD agreed to be paid is irrelevant to what the parties here agreed MI was to be paid.

5. The "Assignment" of the CCDC5A Contract – The Project Assumed the Responsibility to Pay MI for Time-Based Labour Rates

151. It is difficult to understand the Receiver's position that MI seeks payment of its invoices for a 5% CM Fee and the time-based labour rates on the basis of a "non-arm's length" contract and payment practice. As noted above, there is nothing "non-arm's length" with respect to the contracts and payment practices for the Project. The Receiver notes a technical and legalistic position that MI could not "assign" the CCDC5A Contract to itself. I am not a lawyer and do not profess to know the legalities for the assignment of contracts, but as noted above, all parties knew and understood that MI had assumed the obligations of CCM under the CCDC5A Contract, was providing labour to the Project at the exact same time-based labour rates as set out in that contract, and the parties reviewed and approved those payments for years. The Project did not incur any additional cost as a result of MI assuming CCM's role in providing the Project labour.
152. The Receiver claims that MI has no entitlement to charge the time-based labour rates under the CCM CCDC5A contract, despite these rates having been paid to MI since November 2020.

153. The Receiver's position revisits Coco's argument made in a 2020 arbitration concerning the Project's obligation to pay for invoices rendered by the Project's architect Core Architects ("Core").
154. In 2021, the Mizrahi Parties and the Coco Parties conducted an arbitration concerning the non-payment of invoices rendered by Core.
155. In the Core arbitration, Coco argued that Core's invoices were too expensive, and were being performed pursuant to a series of contracts and contract extensions, none of which were signed on behalf of the Project (with one exception) and had neither been pre-approved by Coco nor properly reflected in the Project's budget. Coco argued that MI was the contracting party with Core and that MI was solely responsible for any amounts owing under those invoices, despite it being undisputed and obvious that Core only provided services to the Project. This is also reminiscent of the Receiver's position that MI was responsible for any costs to deliver the Project over and above the original budget as set out in the CCDC2 Contract – a position which entirely ignores what actually happened.
156. Coco's position in the Core arbitration was not accepted by the arbitral panel. Like the invoices at issue in this proceeding, Coco was aware of the Core contracts, and had been actively involved in reviewing and paying the invoices rendered by Core. All the Core invoices that were subject to the 2020 arbitration had been specifically reviewed by Coco or her designate Ms. Maria Rico. This occurred each month from the time the contracts were let with MI.
157. The arbitral panel upheld the validity of the Core contracts, directed that the Core contracts executed with MI be assigned to the Project because "that is the entity for

which the services are being performed, and it is responsible for their payment” (paragraph 32). In addition, the panel held, “Despite the lack of prior approval by Coco and any lack of formality in their execution, by virtue of their part performance and the repeated payments thereunder, the Project has ratified these agreements” (paragraph 32).

158. Furthermore, the Panel held at paragraph 33:

The Panel finds, as a matter of fact, that Coco was aware that the architect was delivering services for the benefit of the Project. Given the quantum of the invoices approved over time, Coco was also aware that the fees for those services exceeded the original approved budget and that, in subsequent budget adjustments, the amount was increasing. Up to and including February 2020, Coco continued to approve invoices that made specific reference to specific contracts...without complaint or further inquiry.

A copy of the Panel’s Reasons for Decision dated October 21, 2020 is attached as

Exhibit V.

159. While not exactly analogous, the Receiver’s arguments here are similar. The Project’s normal payment practices have been in place for years. They have been subject to explicit agreement by the parties through the signing of the Construction Financing Request forms and the payment of those requests by the Senior Secured Lender.

160. It is MI’s position that the Receiver is treading old ground already exhaustively covered throughout the years of private litigation between the Mizrahi Parties and the Coco Parties in order to excuse its unjustified decision to disregard the meaning of the Receivership Order and to deny payment to MI for the fees it earned and is owed by the Project.

6. The HST Reserve and the Set Off Agreement – MI is Not In Breach of the Mediator’s Proposal

161. The Receiver claims MI owes the Project \$1.2 million for an alleged failure to pay an HST reserve as provided for by the Mediator’s Proposal (the “HST Reserve”).
162. The Receiver’s position is incorrect. The HST Reserve referred to in the Mediator’s Proposal was subject to further agreement between the Mizrahi Parties and the Coco Parties. MI has no obligation to the project for the \$1.2 million HST Reserve.
163. The HST Reserve was designed to address a potential tax liability for the Project pursuant to the *Excise Tax Act* (Canada) arising from the structure of the Project’s agreements with a subordinate lender, CERIECO. The potential tax liability was estimated at approximately \$1.2 million. In fact, the potential tax liability would be incurred by MI, which would then have to pass the expense onto the Project.
164. In June and July 2020, the Mizrahi and Coco Parties were scheduled to appear before an arbitral panel to address a number of issues outstanding between the parties (the “2020 Arbitration”). Two of the issues for the arbitration were: (1) the HST Reserve payment pursuant to the Mediator’s Proposal; and (2) the payment of unit deposits for non-arm’s length Agreements of Purchase and Sale between me and my family members pursuant to the Mediator’s Proposal. Paragraphs 3 and 7 of the Mediator’s Proposal (**Exhibit M**) states with respect to the HST Reserve and the deposits:

3. The HST reserve of approximately \$1.2 million, which is currently held partly in the non-segregated MI account and partly in the segregated MI account, and which exists to protect MI against a potential CRA assessment associated with the structure of the Cerieco financing, will be paid into a joint trust account or used to purchase of a (sic) GIC, to be held pursuant to a simple trust agreement providing that, in the event of an adverse CRA assessment, the funds will be remitted to the CRA in accordance with the assessment. So long as the funds have been remitted, so that MI is not at risk, either party shall be free to challenge the assessment.

7. Each party will be entitled to reserve one unit of their choice with the benefit of a reduced deposit equal to 50% of the deposit payable by arm's length parties. All other units reserved must be on the standard terms and conditions regarding price and deposits.

165. On January 10, 2020, through my counsel, I proposed to credit the \$1.2 million against the deposits owed for units in the Project set aside for me and members of my family, which were addressed in the Mediator's Proposal (the "Mizrahi Units"). If CRA assesses the full (or part of) the \$1.2 million against MI (which was the entity at risk for the tax liability), then the \$1.2 million (or a portion thereof) will be credited to the purchase price for the units and MI would not seek indemnity for the tax liability against the Project. If CRA does not assess the \$1.2 million against MI, then no credit will be applied to the purchased price for the Mizrahi Units. A copy of my counsel's letter dated January 10, 2020 is attached as **Exhibit W**.

166. I do not believe that a response to this letter was received, and payments owed to me remained outstanding until approximately February 27, 2020 when the parties attended a meeting with the Mediator.

167. In an affidavit sworn and delivered by Ms. Coco on June 1, 2020 as part of the 2020 Arbitration, she acknowledged that there was agreement to set off the amounts owed as deposits for the Mizrahi Units, writing at paragraph 91:

Although these non-arm's length sales were dealt with as part of the Mediator's Proposal, Sam refused to pay back any of the deposit amounts. It was only recently that he agreed to "set off" the deposit amounts owing by him against other fees owing to him. Although Sam has indirectly paid the Project back for these amounts he has, to date, failed to prepare the paperwork which demonstrates that the Project has received appropriate deposit amounts for each of the non-arm's length transactions.

168. I agree that I did agree to “set off the deposit amounts owing...against other fees”, but I disagree that the details of this agreement were not in place by June 2020 when the affidavit was sworn.

169. During a February 27, 2020 meeting referred to above in paragraph 166, the parties agreed that the unit deposits owed in respect of four units that I reserved for myself and members of my family would be, and were in fact, set off against other against fees and commissions owing to MI under the Mediator’s Proposal and the HST Reserve.

170. This agreement was confirmed on February 28, 2020 in an email from Mark Kilfoyle to Ms. Rico, a copy of which is attached as **Exhibit X**. In his email, Mr. Kilfoyle sets out the amounts owed to the Project in respect of the non-arm’s length units and the amounts owed to MI. Those resulted in a net amount owed to MI of \$636,390, broken down as follows:

(i)	Net Residential Commissions:	\$2,121,030
(ii)	HST deposit:	\$1,220,000
(iii)	Unit Deposits Owed:	(\$2,704,640)

171. On March 6, 2020, Mr. Kilfoyle and Remy Del Bel met with Ms. Rico and agreed on the amounts set out in the February 28, 2020 email.

172. On March 20, 2020, Ms. Rico sent an email to me, Mr. Kilfoyle, Ms. Coco and others, a copy of which is attached as **Exhibit Y**. The email sets out Ms. Rico’s final accounting for the month of February and includes essentially the same amounts as set out in Mr. Kilfoyle’s email and acknowledges that the legal agreement was to be

drafted for the HST reserve set off. Ms. Rico subsequently submitted the Project's final February financials to Altus, which included the agreed amount of \$636,390. Altus approved those financials and the amount of \$636,390 was paid to MI, implementing the set-off agreement.

173. On June 17, 2020, the parties settled the 2020 Arbitration. A written resolution setting out the terms of the settlement was prepared and approved by the lawyers for the Mizrahi and Coco Parties. A copy of the Terms of Resolution is attached as **Exhibit Z** (The "2020 Resolution").

174. As part of a 2023 arbitration with the Mizrahi Parties, Coco acknowledged that the parties settled the 2020 Arbitration through the 2020 Resolution at paragraph 23 of an affidavit sworn February 1, 2023:

Given Sam's agreement to buy out my family's interest, we entered into Terms of Resolution which dealt with several of the issues in dispute and included a provision for Sam to buy-out my family's interest in the Project... (the "Terms of Resolution").

175. The 2020 Resolution addresses a number of issues, including the agreement between the parties to negotiate the sale of the Coco Parties' interest in the Project (which ultimately resulted in the Control Agreement), in addition to formalizing the set off agreement with respect to the HST Reserve and the deposits owed on the Mizrahi Units. Paragraph 9 sets out the agreement on the HST Reserve as:

9. Sam will deliver the formal commercial documents by June 30 reflecting the set-off in the non-arm's length agreements of Purchase and Sale and HST tax reserve. These are being prepared by the real estate lawyers.

176. The "non-arm's length agreements of Purchase and Sale" in paragraph 9 of the 2020 Resolution refers to Agreements of Purchase and Sale for the Mizrahi Units. At the time

of the 2020 Resolution, approximately \$2.7 million was owing as deposits pursuant to these Agreements of Purchase and Sale.

177. On June 26, 2020, my lawyers delivered a draft Set Off Agreement (the “Draft Set Off Agreement”) and a draft purchase agreement to Coco’s lawyers as required by the 2020 Resolution. A copy of this email from my lawyers to Coco’s lawyers, dated June 26, 2020 is attached as **Exhibit AA**. The Draft Set Off Agreement formalized the agreement with respect to the outstanding deposits on the Mizrahi Units and the agreement on the HST Reserve. When no response was received from Coco’s lawyers to the Draft Set Off Agreement, Ms. Lavalley followed up with Coco’s counsel on October 22, 2020. A copy of this email dated October 22, 2020 is attached as **Exhibit BB**.

178. I understand that Coco’s lawyers never responded to or provided comments on the Draft Set Off Agreement. No explanation for the failure to provide comments or to sign the Draft Set Off Agreement was ever provided by the Coco Parties.

179. On May 4, 2022, the Draft Set Off Agreement was ultimately signed, without Coco’s involvement. The Mizrahi Parties rely upon their authority provided by the Control Agreement to execute this document in May 2022, although the Coco Parties were obligated to execute the Set Off Agreement as a term of the 2020 Resolution and, notwithstanding Coco’s failure to sign the Draft Set Off Agreement, the parties had already implemented the terms of that agreement prior to the June 2020 Arbitration.

180. Given the agreement between the beneficial owners of the Project with respect to the HST Reserve, MI denies the Receiver’s claim that it is obligated to pay \$1.2 million to the Project for the HST Reserve.

7. Knightsbridge and SKYGRiD Statements are Unsupported

181. The Receiver has no expertise in development and construction. It has chosen not to retain an independent expert to deliver an affidavit or a Rule 53 expert report, concepts for which I am familiar given my experience in prior litigation. I understand from MI's lawyers and verily believe that any 'evidence' from Knightsbridge and SKYGRiD, particularly as it concerns criticisms of MI will be subject to a motion to strike.
182. Enclosed as **Exhibit CC** is an email exchange between MI's lawyers and lawyers for the Receiver, dated September 12, 2024. MI's lawyers were attempting to determine whether the Receiver intended to rely upon expert evidence, either by way of an affidavit or an expert report, on the issue of market rates or MI's performance. Counsel for the Receiver advised that it "may serve an expert report or factual affidavit that addresses market rates for general contractors working on condominium project [sic]". No such affidavit or expert report was delivered.
183. The Receiver suggests that MI is the cause for the delay and increased budget for the Project and notes, again without evidence, in paragraph 11.10 of the Fifth Report that while the COVID-19 pandemic and global supply chain issues adversely impacted the Project, it "does not believe" that these issues provide a complete explanation for the delays and cost overruns. Of course, there are more explanations for increased costs than the pandemic and the related supply chain issues, as reviewed above but I can state categorically MI and the entire construction industry in the GTA (and elsewhere) experienced huge increases in building costs due to COVID-19 supply chain issues. For the Receiver to vaguely suggest it "does not believe" what I know to be the case

and MI experienced, as did the construction industry in the GTA and throughout North America, defies experience and common knowledge.

184. It is common knowledge that COVID-19 had a significant impact on the cost of construction and construction scheduling. For example, attached as **Exhibit DD, Exhibit EE, and Exhibit FF** are trade publications and a Statistics Canada publication on the effect of COVID-19 on the construction industry.
185. While Altus did not specifically consider the extent of the delay caused by COVID-19, it did consistently note the following in its reports, including in Report No. 39 (**Exhibit K39**):

1.1 Covid Preamble

The COVID-19 pandemic has proven to have an unprecedented impact on municipal approvals, project costs, construction schedules, manpower availability and has disrupted global supply chains. Cost escalation, skilled trades and material availability remain a significant risk in the current environment. We will comment on any issues that arise throughout the course of construction.

186. It is my view, based on my experience in development and construction and knowledge of the Project, that the Receiver's actions have caused significant delays and subsequent increased costs to the Project.
187. For example, MI had recommended that the building be built from the "bottom-up", meaning that the interior of the building would be constructed concurrently with the tower. To do otherwise will cause an extraordinary delay in the completion of the Project. It prevents occupancy and registration of the units from proceeding in phases, thereby delaying the Project, the receipt of proceeds from the closing of the sale of the units, and increasing its interest costs. The height of the building and the complexity means that the vertical transportation takes a significant amount of time. In other

words, it is time consuming to simply move labourers and materials around the structure. Building the interior of the building concurrently with the tower reduces this delay. It also allows for the completion of the building in stages, so that the commercial component on the retail level, or the first few floors can be complete and occupied while work progresses on the top of the building. The Receiver's decision to abandon the concurrent construction of the interiors and to instead focus on building the tower alone as soon as possible will cost hundreds of millions of dollars in additional costs to the Project, as the interest expense for every day of delay is approximately \$1 million.

8. MI's Entitlement to a Residential Management Fee

188. As noted in the Receiver's Fifth Report, MI claims entitlement to a Residential Management Fee, pursuant to the Mediator's Proposal, which provides:

A Residential Management Fee will be paid to MI in respect of all existing and future residential sales equal to 2.0% of the selling price, including upgrades and extras. 50% of this fee will be payable upon entering into a firm agreement of purchase and sale with payment of the appropriate deposit, and the remaining 50% will be paid on closing of each unit. The second 50% will not, however, be earned and payable unless an application for an additional six floors is submitted to the City on or before December 31, 2020.

This fee will include all efforts and services rendered associated with marketing and selling the remaining units, including all creative direction provided by Sam Mizrahi. It is intended to include everything save and except for services provided by arm's-length consultants and suppliers, save and except for the current real estate commission structure, which as I have already said, remains the same. To be more specific, Sam will no longer mark up third-party marketing invoices.

189. The spreadsheet attached as **Exhibit GG** calculates MI's entitlement to a Residential Management Fee for sold units at \$6,213,429.69. MI has been paid \$719,121.49 towards its entitlement to the Residential Management Fee, plus a further \$2.7 million

by way of \$100,000 monthly marketing charges. MI, therefore, claims that it is entitled to \$2,794,308.20 for its Residential Management Fee, plus the deferred entitled payable on the closing of units and sale of subsequent units. I also note that the Project will owe MI a payment of approximately \$9.6 million upon the closing of the units as a commission owed to MI pursuant to the ELA (defined below).

190. In paragraph 15.6 of the Fifth Report, the Receiver argues that MI's entitlement to a Residential Management Fee should be reduced by the difference between the standard deposits payable under the Standard CSA and the deposits required for the Mizrahi Units. As noted above, the issue of the payment of deposits for the Mizrahi Units was settled between the parties as part of the 2020 Resolution. As such, no deduction concerning the deposits on the Mizrahi Units from the amount of the Residential Management Fee owed to MI is warranted.

9. MI was Paid the \$100,000 Marketing Fee as a Component of the Residential Management Fee

191. The Receiver claims that MI was improperly paid \$100,000 for a marketing fee and notes that MI was entitled to a Residential Marketing Fee under the Mediator's Proposal, which included all efforts and services with "marketing and selling the remaining units". All parties knew and agreed to the payment of the \$100,000 per month to MI as a marketing fee. This amount is properly attributed to the Residential Marketing Fee that MI was entitled to receive under the terms of the Mediator's Proposal.

10. Payment to Third Party Real Estate Brokers Were Authorized and Property Project Expenses

192. The Receiver claims that MI is obligated to repay amounts paid to third-party real estate brokers, Magix and Royal LePage. MI disagrees.
193. Magix was retained to assist with overseas sales promotion. As the Receiver confirms in paragraph 13.31 of the Fifth Report, the retention of Magix was approved by the Senior Secured Lender. The retention of Magix was necessary to sell units in the Project overseas in Dubai in light of the stringent restrictions on travel caused by the COVID-19 Pandemic.
194. With respect to Royal LePage, the Listing Agreements were entered into between the Project and Royal LePage. While I signed the Listing Agreements on behalf of the Project, MI has no obligation under these agreements.
195. The payments to both Magix and Royal LePage, like all payments at issue in the Fifth Report, were reviewed and approved by Altus, the Senior Secured Lender and its Administrative Agent. They are Project expenses properly incurred and paid for by the Project.
196. In Paragraph 13.34 of the Fifth Report, the Receiver argues that MI is responsible for the payment of these third-party fees under the terms of the ELA and writes that under the terms of the ELA MI “shall be responsible and shall pay for...the advertising and sales promotion in connection with the sales of the Units inclusive of promotional material and displays”. The Receiver also argues that “Neither the ELA nor any other agreement allows MI to charge third-party commissions and its own commissions on the same units”.

197. I disagree.

198. First, I note that the quote from the ELA in paragraph 13.34 of the Fifth Report is inaccurate. The language quoted in the Receiver's quote relates to the Vendor, i.e. the Project, not MI. The Receiver appears to quote section 5 (ii) of the ELA. Section 5 of the ELA states in full:

5. OBLIGATION OF THE VENDOR

The Vendor shall be responsible and shall pay for the following in accordance with the Budget prepared by Altus dated June 23, 2017, as may be amended from time to time:

- (i) All required legal documentation including Purchase Agreements and all condominium disclosures (if a condominium) and other documents;**
- (ii) The advertising and sales promotion in connection with the sales of the Units inclusive of promotional material and displays;**
- (iii) The provision and maintenance of the sales areas including model suites (if any), offices, office equipment, computer and modern stationary supplies, if and as required; and
The provision of sales centre staff support (other than the sales agents) on the special event sales days and as required by the Agent and approved by the Vendor, together with a full-time receptionist/administrator.**

199. The Project is defined as the "Vendor" in the ELA, while MI is defined as the "Agent".

Therefore, under the terms of the ELA, the Project, not MI "shall be responsible and shall pay for...the advertising and sales promotion in connection with the sales of the Units inclusive of promotional material and displays." A copy of the ELA is attached hereto as **Exhibit HH**.

200. MI's obligation with respect to the cost of sales and promotional materials is set out in section 7 of the Agreement, which states that MI is "responsible for the cost and provision of all of **his or her own** advertising and sales promotion..." **[emphasis added]**.

201. Furthermore, the Mediator's Proposal confirmed that MI was entitled to retain third-party consultants and that the cost of these consultants would not reduce MI's entitlement to a Residential Management Fee. On this issue, the Mediator's Proposal (**Exhibit M**) states:

This fee will include all efforts and services rendered associated with marketing and selling the remaining units, including all creative direction provided by Sam Mizrahi. It is intended to include everything save and except for services provided by arm's-length consultants and suppliers, save and except for the current real estate commission structure, which as I have already said, remains the same. To be more specific, Sam will no longer mark up third-party marketing invoices.

202. MI was entitled to retain third party consultants to assist in the sale of Project units. It did so with proper authority and with the approval of the Senior Secured Lender during the time when the Control Agreement was in place and under the authority of the Mediator's Proposal.

11. Payments to Subcontractors Identified by the Receiver in Section 14 of the Fifth Report

203. In section 14 of the Fifth Report the Receiver raises concerns over payments to subcontractors who, according to the Receiver, "did not actually perform" the work for which they received payment.

204. I provide evidence on this issue to reassure the court and the Receiver that there were no payments made to subcontractors who did not undertake work on the Project, even though the Receiver does not advance a claim against MI on this basis.

i. Irpinia Kitchens

205. Irpinia Kitchens was retained as a subcontractor to design and install the kitchens in the condominium units. The invoice attached as Appendix 49 to the Fifth Report indicates the invoice is for “Early Procurement of Materials”.

206. No kitchens have been installed given the state of construction on the Project. The Project paid the Irpinia invoice to secure the price for the kitchens that was originally negotiated between the Project and Irpinia. A payment of \$555,555.56 was made to ‘lock in’ the cost of Irpinia’s installation of the kitchens and procurement of materials. Had this payment not been made, the cost of procuring the kitchen materials and installing the kitchens would be significantly higher today in 2025, versus the price originally negotiated. This is confirmed by the document signed by Irpinia found at Appendix 49 of the Fifth Report, which states, among other things, that the payment is made “for **future production of cabinetry**” [emphasis added].

ii. Mar-Tec Woodworking Ltd

207. MI agrees that Mar-Tec Woodworking Ltd (“Mar-Tec”) was paid \$111,870 (net of HST and 10% holdback) for shop drawings. MI understands that it did deliver drawings to the interior decorator for the Project, Michael London.

iii. Pereira Construction and Carpentry

208. The payment to Pereira Construction and Carpentry (“Pereira”) is similar to the payment to Irpinia. Pereira was paid to secure its contract price to provide its carpentry

services to the Project. Like the invoice for Irpinia discussed above, the reference to “deposit for materials” in the Pereira invoice is to secure the cost of material supply. Pereira had rented a mill shop to complete its work on the Project, but did not get the chance to use this space as its contract with the Project was cancelled. The cancellation of the contract with Pereira by the Receiver is, in my opinion, a significant mistake as MI had secured a very good price with Pereira, which was uniquely situated to provide carpentry services to the Project at a low cost because it had obtained a union exemption. The cancellation of the Pereira contract by the Receiver will result in significant added Project costs.

iv. Royal Bedrock

209. Royal Bedrock was retained by the Project to source and install the considerable amount of granite required for the Project. MI received the money from the Project and paid Royal Bedrock for its invoice. I understand from the owner of Royal Bedrock, Mr. Anthony Guido, and verily believe that he was approached by the Receiver and SKYGRiD who questioned him about the state of the stone purchased. SKYGRiD inspected the granite and advised that it was not yet needed.
210. Royal Bedrock’s invoice is more than was initially budgeted owing to an expanded scope. The initial budget did not include the cost of granite for the pool deck, the roof deck, the amenities areas and the penthouses. This additional volume of granite required significantly increased the cost.
211. In addition, the granite required to comply with the Bloor Street guidelines on the use of granite increases the cost, as granite must be of the very best quality. Finally,

additional costs for granite are incurred because the rock must match the rest of the building. The Receiver notes in paragraph 14.10 of the Fifth Report that MI's Vice President, Mr. Yanqueleveh, expressed surprise about the cost of the stone to be supplied by Royal Bedrock in an email appended as Appendix 51 to the Fifth Report. I am advised by Mr. Yanqueleveh and verily believe that this "surprise" was due to a misunderstanding about the increased scope of work for the granite supply.

212. Confirmation of payment of Royal Bedrock by MI and the related invoices are attached as **Exhibit II**. According to our records, MI has received from the Project and paid Royal Bedrock \$2,788,600.01, inclusive of HST.

12. Response to the Criticisms of MI's Work

213. Many of the criticisms leveled by the Receiver against MI and its work on and management of the Project have the benefit of hindsight and do not appreciate or consider the unique complexity and difficulty of constructing this Project. I have reviewed the comments on the Knightsbridge Issues Log set out in the affidavit of Mr. Jeff Murva, affirmed January 20, 2025 and agree with his comments. I have addressed the issues that he did not address below.

214. Issue 1 in the Issues Log of Knightsbridge (Appendix 30 to the Fifth Report) concerns the procurement process for the project. Contracts were not always immediately let with subcontractors because of the increasing budget for the Project. Letters of Intent were used to secure the suppliers to the Project while the parties worked with Altus to review and revise the budget and Project schedule. I note that in all instances

payments to suppliers were reviewed and approved by Altus and the Senior Secured Lender.

215. Issue 3 in the Issues Log of Knightbridge (Appendix 30 to the Fifth Report) concerns the management of uncommitted work for the Project. MI had a Vice President of Construction who was responsible for the determination of line-item amounts for uncommitted work and a Vice President of Accounting. When the budget was addressed with the parties and Altus, the Vice President of Construction would validate the scope of work for the uncommitted work because it was committed to and submitted to the Senior Secured Lender for Authorization.
216. Issue 4 in the Issues Log of Knightbridge (Appendix 30 to the Fifth Report) concerns the Change Management process for the Project. Project managers would distribute design documents which could potentially change the contracted scope of work to the respective trade contractors and suppliers. These potential change documents would initiate quotations for a change in a contract, by the respective trade contractor or supplier. These quotations would be reported to the Vice President of Construction by the respective project manager. The Vice President of Construction would evaluate these quoted changes and either contest them or agree to the quoted amounts.
217. Issue 14 concerns change orders and the use of Procore. Only a few people had the power to approve change orders. There was a process for reviewing change orders as shown throughout the Altus Reports. These were done in management meetings and circulated and approved in that manner.
218. Issue 17 in the Issues Log of Knightbridge (Appendix 30 to the Fifth Report) concerns instances where there were no holdbacks. The lack of holdbacks was to ensure the

best possible price for the Project. MI contracted with many small, highly specialized suppliers which were unable to accept holdbacks. These suppliers are often artisanal craftsman, such as Pereira. The lack of holdbacks on these contracts was essential to the negotiation with these suppliers.

219. Issue 18 in the Issues Log of Knighstbridge (Appendix 30 to the Fifth Report) concerns budget management and cost control measures. As noted above, budget management and cost control, along with accounting, was done by the Coco Parties, and Altus. The parties worked collaboratively on the budget.

220. Issue 20 in the Issues Log of Knighstbridge (Appendix 30 to the Fifth Report) concerns the formal procurement plan and strategy. There was no formal procurement plan in place owing to the ever-increasing costs of suppliers, mainly caused by supply chain issues in the pandemic. The cost of supplies was significantly higher due to COVID-19. The Project did not procure what it did not currently need with the intention of obtaining those supplies when necessary for the construction and when the market had regularized.

13. Additional MI Invoices

221. MI's claim for outstanding payment primarily concerns the non-payment of CM Fees and time-based labour rates, but MI is also owed \$208,285.38 for the use of the sales presentation gallery, which remain unpaid. The invoices unpaid by the Receiver referable to the sales presentation gallery are attached as **Exhibit JJ**. The use of the sales presentation gallery and the employees therein were historically paid by the Project as they are a Project expense.

AFFIRMED before me by video conference at the City of Toronto, in the Province of Ontario, this 20 day of January 2025, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

D Trafford

Commissioner of Oath

Sam Mizrahi

SAM MIZRAHI



October 20, 2023

To: Whom it may concern

Re: Mizrahi Commercial (The One) LP, Mizrahi Development Group (The One) Inc., and Mizrahi Commercial (The One) GP Inc. (together, the “Debtors”)

As you may have recently learned, pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the “**Receivership Order**”), Alvarez & Marsal Canada Inc. has been appointed as receiver and manager (the “**Receiver**”) of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including in connection with the development of the 85-storey condominium, hotel and retail tower located at the southwest corner of Yonge and Bloor in Toronto (the “**The One Project**”).

Over the last few years, like many other large-scale construction projects, The One Project has faced various economic headwinds, including impacts from the Covid-19 pandemic, supply chain disruptions and unanticipated work stoppages, which together with other factors have resulted in material cost overages and extended construction timelines.

The principal purpose of these receivership proceedings is to create a stabilized environment for the continued construction of The One Project, to secure additional financing needed from The One Project’s existing senior secured lenders for ongoing construction, and to assess and implement the best means of maximizing the value of The One Project.

Here’s what this means for you:

- Arrangements have been put in place to provide for the continuing construction and development of The One Project.
- Additional financing commitments have been secured from the Debtors’ existing senior secured lenders that will provide the Receiver with up to \$315 million to fund ongoing construction and development costs, among other expenses.
- The Receiver will be engaging additional construction advisors, including a project manager, to assist with day-to-day operations and to oversee the continuing construction of The One Project.
- Mizrahi Inc. is continuing in its capacity as the General Contractor of The One Project under the supervision of the Receiver.
- Pursuant to the Receivership Order, all persons having oral or written agreements or mandates for the supply of goods and/or services relating to The One Project are required to continue supplying goods and services to The One Project and are prohibited from discontinuing or terminating the supply of any such goods and services. This means all contractors and trades are required to continue providing goods and services, and will continue to be paid in the ordinary course.

- In accordance with the Receivership Order, going forward, all new contracts, change orders, purchase orders, and payments to suppliers, contractors, subcontractors and other creditors in respect of The One Project will be reviewed and processed under the supervision of the Receiver. Further information regarding this process will be made available in the coming days.

Court filings and additional information concerning the receivership proceedings are available at the Receiver's website at www.alvarezandmarsal.com/theone. Should you have any questions regarding the foregoing, you may contact the Receiver by emailing theone@alvarezandmarsal.com or calling 1-855-499-1480.

The Receiver is in the process of reviewing and considering all contracts relating to The One Project. Nothing in this letter shall be construed to constitute an affirmation of any contract by the Receiver, and the Receiver expressly disclaims any personal liability under or in connection with any such contract.

Your continued support and ongoing cooperation are highly valued.

Yours very truly,

**ALVAREZ & MARSAL CANADA INC.
SOLELY IN ITS CAPACITY AS COURT-APPOINTED RECEIVER AND MANAGER OF
MIZRAHI COMMERCIAL (THE ONE) LP, MIZRAHI DEVELOPMENT GROUP (THE ONE)
INC., AND MIZRAHI COMMERCIAL (THE ONE) GP INC., AND NOT IN ITS PERSONAL OR
CORPORATE CAPACITY**



ON READING the affidavit of Joo Sung Yoon (the “Yoon Affidavit”) sworn [October 16, 2023] and the Exhibits thereto and on hearing the submissions of counsel for the Applicant, counsel for the Receiver, counsel for Sam Mizrahi, Mizrahi Inc. and Sam M Inc. (collectively, the “Mizrahi Group”) [NTD: other parties appearing to be added as applicable] no one else appearing although duly served as appears from the affidavit of service of [●] sworn [●] and on reading the consent of A&M to act as the Receiver,

SERVICE AND REFERENCES

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application is hereby abridged and validated so that this application is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that, in this Order, references to the Debtors shall include references to all Debtors, or any of them, unless otherwise specified.

APPOINTMENT

3. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, A&M is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including, without limitation, in connection with the Project and the Project itself, including all proceeds thereof (the “Property”). For the avoidance of doubt, the Property includes the lands legally described on Schedule “A” hereto and the buildings located thereon.

RECEIVER’S POWERS

4. **THIS COURT ORDERS** that, subject to the terms of the Receivership Funding Credit Agreement (as defined herein), including, without limitation, the Cash Flow Projections (as defined in the Receivership Funding Credit Agreement), the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or in respect of the Property, including without limitation, the Debtors' bank accounts wherever located;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtors, including the powers to (i) enter into any agreements, including any agreements for the purchase and sale of condominium units which shall be subject to Court approval, (ii) incur any obligations in the ordinary course of business, (iii) cease to carry on all or any part of the business, or (iv) cease to perform, terminate or disclaim any contracts of the Debtors, or in respect of the Property, subject to paragraph 5 of this Order;
- (d) make, directly or indirectly, payments owing by the Debtors, or any of them, or owing by Mizrahi Inc. solely in its capacity as developer or general contractor of the Project (in such capacity, the "**Developer**"), to suppliers, contractors, subcontractors and other creditors, in respect of amounts owing prior to or after the date of this Order, who the Receiver considers to be critical to the business of the Debtors or the Project;
- (e) to engage construction managers, project managers, contractors, subcontractors, consultants, appraisers, agents, real estate brokers, experts, auditors, accountants, managers, counsel and any other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (f) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;

- (g) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and, with the consent of the Applicant, to exercise all remedies of the Debtors in collecting such monies and accounts, including, without limitation, to enforce any security held by the Debtors;
- (h) to settle, extend or compromise any indebtedness owing to the Debtors, provided that the Receiver shall obtain the prior consent of the Applicant prior to settling, extending or compromising any indebtedness owing to the Debtors in excess of \$[100,000];
- (i) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, including, without limitation, in respect of construction permits and any requirements related thereto, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings, provided that the Receiver shall obtain the prior consent of the Applicant prior to settling or compromising any proceeding where the amount claimed is in excess of \$[100,000]. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (k) in consultation with the Applicant, to market, whether directly or indirectly, any or all of the Property, including, without limitation, condominium units and leased premises in the Project, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- ~~(l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business;~~

~~(i) without the approval of this Court in respect of any transaction not exceeding \$[500,000], provided that the aggregate consideration for all such transactions does not exceed \$[2,000,000], and provided further that no condominium unit in the Project shall be sold pursuant to this clause (i); and~~

~~(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause, or in respect of any transaction in respect of condominium units in the Project;~~

~~and in each such case notice under subsection 63(4) of the *Ontario Personal Property Security Act*, or section 31 of the *Ontario Mortgages Act*, as the case may be, shall not be required;~~

~~(m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;~~

(l) ~~(n)~~ to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and/or the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

(m) ~~(o)~~ to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

(n) ~~(p)~~ to apply for any permits, licences, approvals or permissions and any renewals thereof, and make any filings, in each case as may be required by any governmental authority for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;

(o) ~~(q)~~ with the consent of the Applicant, to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the

generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;

~~(f) to undertake any investigations deemed appropriate by the Receiver with respect to the Debtor's business or the Property;~~

(p) ~~(s)~~ to exercise any shareholder, partnership, joint venture, contractual, statutory or other rights which the Debtors may have; and

(q) ~~(t)~~ to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations, including opening any mail or other correspondence addressed to the Debtor,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person.

5. THIS COURT ORDERS that the Receiver shall only be at liberty to cease to perform, terminate or disclaim either the Commercial Development Management Agreement (the "Construction Management Agreement") made as of the 25th day of July, 2014 between Mizrahi Commercial (The One) LP as owner and Mizrahi Inc. as manager in respect of the development and construction services provided to the Project, or the CCDC2 Stipulated Price Contract 2008 (the "GC Agreement") made on the 14th day of May, 2019, as amended, between Mizrahi Development Group (The One) Inc. as owner and Mizrahi Inc. as contractor, in respect of the general contractor services provided to the Project, subject to obtaining a further Order of the Court, on at least 10 days notice of such motion to counsel to the Mizrahi Group.

6. THIS COURT ORDERS that the Receiver is authorized and directed to pay all construction management fees ("CM Fees") owing to Mizrahi Inc. pursuant to the Construction Management Agreement and all progress payments on account of the Contract Price ("Progress Payments") owing to Mizrahi Inc. pursuant to the GC Agreement, incurred before the date of this Order, within 5 days for the date of this Order, as well as all CM Fees and all Progress Payments incurred from and after the date of this Order, in accordance with the Construction Management Agreement and the GC Agreement respectively, on the terms set out therein.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

7. ~~5.~~ **THIS COURT ORDERS** that (i) the Debtors; (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel, direct and indirect shareholders or other equity holders, limited partners, general partners and all other persons acting on their instructions or behalf; (iii) all construction managers, project managers, contractors, subcontractors and service providers directly or indirectly involved in the Project, and all other persons acting on their instructions or behalf; and (iv) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “**Persons**” and each being a “**Person**”) shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver’s request.

8. ~~6.~~ **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, agreements, orders, corporate and accounting records, insurance policies, permits, licenses and any other papers, records, information and cloud-based data of any kind related to the business or affairs of the Debtors or the Property, and any computer programs, computer tapes, computer disks, cloud or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Person’s possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof (in each case within the timeframe specified by the Receiver in writing or such other timeframe as may be agreed to between the Receiver and such Person) and grant to the Receiver unfettered access to and use of accounting, computer, software, cloud and physical facilities relating thereto, provided however that nothing in this paragraph ~~6~~8 or in paragraph ~~7~~9 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

9. ~~7.~~ **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer, in the cloud, or in or on other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to

recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers or other account credentials that may be required to gain access to the information.

10. ~~8.~~ **THIS COURT ORDERS** that all Persons, including, without limitation, the Debtors, ~~Mizrahi Inc., Sam M Inc.,~~ 12823543 Canada Ltd., ~~Sam Mizrahi,~~ and Jenny Coco, and all construction managers, general contractors, contractors and subcontractors to the Project shall be required to cooperate, and share information, with the Receiver in connection with all books and records, contracts, subcontracts, agreements, permits, licenses and insurance policies and other documents in respect of the Debtors and/or the Property, solely in relation to the Project. In addition to the foregoing general cooperation and information sharing requirements, all constructions managers, general contractors, contractors, and subcontractors shall, as applicable, be required to do the following things: (a) in respect of any and all such contracts, subcontracts, agreements, permits, licenses and insurance policies and other documents: (1) maintain them in good standing and provide immediate notice and copies to the Receiver of any communications received from regulators or providers in respect thereof; (2) provide immediate notice to the Receiver of any material change and/or pending material change to the status quo in respect thereof; and (3) provide thirty days' notice of any renewal date, termination date, election date or similar date in respect thereof; and (b) assist, and cooperate with, the Receiver in obtaining any further permits and licenses that may be required.

11. ~~9.~~ **THIS COURT ORDERS** that, upon termination, disclaimer, expiry or cessation of any contract or agreement between the Debtors and/or or the Receiver and any other Person, such Person shall deliver to the Receiver any Records necessary or desirable for the operation of the Debtors' business or the Project.

12. ~~10.~~ **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

13. ~~11.~~ **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver or the Receiver's counsel except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTORS, MIZRAHI INC. OR THE PROPERTY

14. ~~12.~~ **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtors, Mizrahi Inc., or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors, Mizrahi Inc., or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

15. ~~13.~~ **THIS COURT ORDERS** that all rights and remedies against the Debtors, the Receiver, Mizrahi Inc., or affecting the Property, including, without limitation, licenses and permits required for the Project regardless of who is the legal holder of any such licenses and permits, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from

compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

16. ~~14.~~ **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of the Debtors or Mizrahi Inc., or in respect of the Project, or held by the Debtors or Mizrahi Inc., without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

17. ~~15.~~ **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtors, Mizrahi Inc., or the Developer or contractual, statutory or regulatory mandates for the supply of goods and/or services to the Debtors, Mizrahi Inc., the Developer and/or the Project, including without limitation, all computer software, communication and other data services, construction management services, project management services, permit and planning management services, accounting services, centralized banking services, payroll and benefit services, warranty services, sub-contracts, trade suppliers, equipment vendors and rental companies, insurance, transportation services, utility, customers, clearing, warehouse and logistics services or other services to the Debtors, Mizrahi Inc., or the Developer and/or the Project are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver or the Developer, as determined by the Receiver, in accordance with normal payment practices of the Debtors, Mizrahi Inc., or the Developer, as applicable, or, with respect to the Debtors, Mizrahi Inc. or the Developer, such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

18. ~~16.~~ **THIS COURT ORDERS** that any Person who has provided any kind of letter of credit, guarantee, surety or bond (collectively, “**Financial Assurance**”) to or for the benefit of the Debtors, including where such Financial Assurance has been provided to the Developer, on or before the date of this Order shall be required to continue honouring such Financial Assurance in accordance with its terms, notwithstanding any default of cross-default arising as a result of this Order, the financial circumstances of the Debtors or otherwise.

RECEIVER TO HOLD FUNDS

19. ~~17.~~ **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new bank accounts to be opened by the Receiver or on the instructions of the Receiver into a lawyer’s trust account held in trust in accordance with purchase and sale agreements for condominium units in the Project (the “**Post Receivership Accounts**”) and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

20. ~~18.~~ **THIS COURT ORDERS** that all employees of the Debtors shall remain the employees of the respective Debtor until such time as the Receiver, on the applicable Debtors’ behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

21. ~~19.~~ **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property including, without limitation, condominium units and leased premises in the Project (each, a “**Sale**”). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

22. ~~20.~~ **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, “**Possession**”) of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act, 1999*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the “**Environmental Legislation**”), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

23. ~~21.~~ **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation (including, without limitation, any personal liability or obligation under or in connection with (i) the Receivership Funding Credit Agreement; (ii) the performance, actions, errors, omissions or negligence by or of any construction manager, project manager, developer, contractor, subcontractor or other service provider directly or indirectly involved in the Project, and all other persons acting on their instructions or behalf, or (iii) as a result of its appointment or the carrying out of the provisions of this Order), save and except for liability arising from any gross negligence or wilful misconduct on its part, as determined pursuant to a final order of this Court that is not subject to appeal or other review and all rights to seek any such appeal or other review shall have expired, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

24. ~~22.~~ **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, whether incurred prior to, on or subsequent to the date of this Order, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts (including, without limitation, deemed trusts), liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA, and provided further that the Receiver's Charge shall be subordinate to the security interest of Aviva Insurance Company of Canada ("**Aviva**") in the Condo Deposits in the Condo Deposit Account (each as defined in the Yoon Affidavit).

25. ~~23.~~ **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

26. ~~24.~~ **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

27. ~~25.~~ **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow, by way of the Receivership Funding Credit Agreement dated as of [**October 18**], 2023 among the Receiver, IGIS Asset Management Co., Ltd. and KEB Hana Bank as trustee of IGIS Global Private Placement Real Estate Fund No. 530 (the “**Lender**”) (with such minor amendments that are not inconsistent with this Order or any other order of this Court as the Lender and the Receiver may agree to, the “**Receivership Funding Credit Agreement**”), such monies from time to time as it may consider necessary or desirable, provided that draws made under the Receivership Funding Credit Agreement do not exceed \$[**315,000,000**] (or such further amount as this Court may authorize), on the terms contained in the Receivership Funding Credit Agreement, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including as required in order to finance ongoing construction and development costs in connection with the Project and reasonable costs associated with the Receivership, including reasonable professional fees. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver’s Borrowings Charge**”) as security for the payment of the monies borrowed pursuant to the Receivership Funding Credit Agreement, together with interest, fees and charges thereon, as set forth in the Receivership Funding Credit Agreement and all other amounts the Debtors are responsible for pursuant to the Receivership Funding Credit Agreement, in priority to all security interests, trusts (including, without limitation, deemed trusts), liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set

out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA, and provided further that the Receiver's Borrowings Charge shall be subordinate to the security interest of Aviva in the Condo Deposits in the Condo Deposit Account.

28. ~~26.~~ **THIS COURT ORDERS** that, notwithstanding any other provision of this Order:

- (a) upon the occurrence of an event of default under the Receivership Funding Credit Agreement or the Receiver's Borrowings Charge, the Lender may immediately cease making advances to the Receiver, make demand, accelerate payment and give other notices; and
- (b) the foregoing rights and remedies of the Lender shall be enforceable against any trustee in bankruptcy of the Debtors or the Property.

29. ~~27.~~ **THIS COURT ORDERS** that the Receiver's Borrowings Charge shall not be enforced without leave of this Court.

30. ~~28.~~ **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "B" hereto (the "**Receiver's Certificates**") as evidence for any amount borrowed by it pursuant to the Receivership Funding Credit Agreement and this Order.

31. ~~29.~~ **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to the Receivership Funding Credit Agreement and this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

32. ~~30.~~ **THIS COURT ORDERS** that the E-Service Guide of the Commercial List (the "**Guide**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial/>)

shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 13 of the Guide, service of documents in accordance with the Guide will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Guide with the following URL [●].

33. ~~31.~~ **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Guide is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

34. ~~32.~~ **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

35. ~~33.~~ **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of any or all of the Debtors.

36. ~~34.~~ **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

37. ~~35.~~ **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located,

for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

38. ~~36.~~ **THIS COURT ORDERS** that the Applicant shall have its costs of this Application, up to and including entry and service of this Order, provided for by the terms of the Receivership Funding Credit Agreement, the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtors' estates with such priority and at such time as this Court may determine.

39. ~~37.~~ **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

SCHEDULE "A"

LEGAL DESCRIPTION OF THE PROJECT

PIN 21109-0244 (LT)

FIRSTLY: PT PARKLT 9 CON 1 FTB TWP OF YORK AS IN EP145729 EXCEPT THE EASEMENT THEREIN; SUBJECT TO AN EASEMENT AS IN AT5101384; SECONDLY: PT PARKLT 9 CON 1 FTB TWP OF YORK AS IN EP93304 EXCEPT THE EASEMENT THEREIN; SUBJECT TO AN EASEMENT AS IN AT5101384; THIRDLY: PT PARKLT 9 CON 1 FTB TWP OF YORK PT 1 64R16532; SUBJECT TO AN EASEMENT AS IN AT5101384; FOURTHLY: PT PARKLT 9 CON 1 FTB TWP OF YORK PT 163R658; SUBJECT TO AN EASEMENT AS IN AT5101384; FIFTHLY: PT PARKLT 9 CON 1 FTB TWP OF YORK AS IN CA703847; SUBJECT TO AN EASEMENT AS IN AT5101384; SIXTHLY: PT PARKLT 9 CON 1 FTB TWP OF YORK AS IN CT277770; SUBJECT TO AN EASEMENT AS IN AT5101384; SEVENTHLY: FIRSTLY: PT PARK LT 9 CON 1 FTB TWP OF YORK, AS IN EP142034 AND SECONDLY: PT PT PARK LT 9 CON 1 FTB TWP OF YORK DESIGNATED AS PT 15 ON PL 63R-3142, SAVE AND EXCEPT PART 2 ON PLAN 66R-32221; SUBJECT TO AN EASEMENT AS IN AT5101384; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 7 AND 8 ON PLAN 66R-32221 AS IN AT6077647; SUBJECT TO AN EASEMENT OVER PARTS 4, 5 AND 6 ON PLAN 66R-32221 AS IN AT6077654; TOGETHER WITH AN EASEMENT OVER PART OF PARK LOT 9, CONCESSION 1 FROM THE BAY (YORK) DESIGNATED AS PART 2 ON PLAN 66R-32221 AS IN AT6077634; SUBJECT TO AN EASEMENT OVER PART 3 ON PLAN 66R-32221 IN FAVOUR OF PART OF PARK LOT 9, CONCESSION 1 FROM THE BAY (YORK) DESIGNATED AS PART 2 ON PLAN 66R-32221 AS IN AT6077634; SUBJECT TO AN EASEMENT AS IN AT6227322; CITY OF TORONTO

Draft and Confidential

SCHEDULE "B"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Alvarez & Marsal Canada Inc., in its capacity as the receiver and manager (the "**Receiver**") of the assets, undertakings and properties of Mizrahi Commercial (The One) LP, Mizrahi Development Group (The One) Inc., and Mizrahi Commercial (The One) GP Inc. (the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors including, without limitation, in connection with the development of an 85-storey condominium, hotel and retail tower located at the southwest corner of Yonge Street and Bloor Street West in Toronto, Ontario (the "**Project**"), including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the ___ day of _____, 20__ (the "**Order**") made in an action having Court file number ___-CL-_____, has received as such Receiver from KEB Hana Bank as trustee of IGIS Global Private Placement Real Estate Fund No. 530 (the "**Lender**") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable in accordance with the terms of the Receivership Funding Credit Agreement (as defined in the Order) with interest thereon calculated in accordance with the terms of the Receivership Funding Credit Agreement.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 20__.

ALVAREZ & MARSAL CANADA INC.,
solely in its capacity as Receiver of the Property,
and not in its personal capacity

Per: _____
Name:
Title:

Draft and Confidential

Document comparison by Workshare Compare on October 15, 2023 9:52:57 PM

Input:	
Document 1 ID	iManage://blg-mobility.imatech.com/DOCUMENTS/140313987/1
Description	#140313987v1<blg-mobility.imatech.com> - Draft Order (appointing receiver) - Applicant - Senior Secured Lenders
Document 2 ID	iManage://blg-mobility.imatech.com/DOCUMENTS/140313987/3
Description	#140313987v3<blg-mobility.imatech.com> - Draft Order (appointing receiver) - Applicant - Senior Secured Lenders
Rendering set	Standard

Legend:	
Insertion	
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Style change	
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Moved deletion	
Inserted cell	
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Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	65
Deletions	54
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	119



February 26, 2024

DELIVERED BY EMAIL

To: All Contractors, Trades and Suppliers to The One Project

Re: Replacement of the General Contractor and Developer on The One Project

As you are aware, on October 18, 2023, pursuant to the Order (Appointing Receiver) (the “**Receivership Order**”) of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”), Alvarez & Marsal Canada Inc. was appointed as receiver and manager (the “**Receiver**”), without security, of all of the assets, undertakings and properties of Mizrahi Commercial (The One) LP, Mizrahi Development Group (The One) Inc. and Mizrahi Commercial (The One) GP Inc. (collectively, the “**Debtors**”) acquired for, or used in relation to a business carried on by the Debtors, including in connection with the development of an 85-storey condominium, hotel and retail tower located at the southwest corner of Yonge Street and Bloor Street West in Toronto, Ontario (the “**The One Project**”).

The purpose of this letter is to notify you that effective March 13, 2024, the Receiver has engaged SKYGRiD Construction Inc. (“**SKYGRiD**”) to act as the new construction manager in respect of The One Project, and to continue the development and construction of The One Project in the ordinary course. Knightsbridge Development Corporation (“**Knightsbridge**”) will continue in its role as the Receiver’s project manager.

Please be advised that on February 26, 2024, the Receiver issued a notice of disclaimer to Mizrahi Inc. in its capacity as the general contractor and developer of The One Project (the “**Notice of Disclaimer**”), effective as of March 13, 2024. The Notice of Disclaimer was issued pursuant to paragraph 5 of the Receivership Order and disclaims both the Construction Management Agreement and the GC Agreement (each as defined in the Receivership Order).

Going forward, Mizrahi Inc., Sam M Inc. and Sam Mizrahi, and any other Mizrahi-affiliated entities, will have no continued involvement or association with the development and construction of The One Project.

Please note the following important items:

- The Receiver determined that it is in the best interests of The One Project to have SKYGRiD act as the new construction manager to lead continuing development and construction. This important decision was made to provide an increased level of stability for The One Project and should not otherwise impact day-to-day operations.
- Monthly payments due to contractors, trades and other suppliers to The One Project will continue to be funded by the Receiver in the ordinary course.

Please direct payment requests and copies of invoices to SKYGRiD at svirk@skygrid.ca and copy the Receiver at TheOnePayments@alvarezandmarsal.com.

- Pursuant to paragraph 17 of the Receivership Order, all persons having oral or written agreements or mandates for the supply of goods and/or services to The One Project, are restrained from discontinuing or terminating the supply of any such goods and services. This means that all

contractors, trades and other suppliers to The One Project, including those having contractual arrangements with Mizrahi Inc., are required to continue providing goods and services, and will continue to be paid in the normal course pursuant to the terms of the Receivership Order.

Please also review Appendix A of this letter, which provides answers to certain additional questions you may have.

Should you have any further questions regarding the above, or any other inquiries relating to The One Project, please contact any of the following:

Receiver	theone@alvarezandmarsal.com	1-855-499-1480
SKYGRiD	info@skygrid.ca	416-622-9602
Knightsbridge	info@knightsbridgecorp.ca	647-368-7510

Court filings and additional information concerning the receivership proceedings are available at the Receiver's website at www.alvarezandmarsal.com/theone.

Nothing in this letter shall be construed to constitute an affirmation or assumption of any contract by the Receiver or SKYGRiD, and the Receiver expressly disclaims any personal liability under or in connection with any such contract.

Your continued support and ongoing cooperation are highly valued.

Yours very truly,

**ALVAREZ & MARSAL CANADA INC.,
SOLELY IN ITS CAPACITY AS COURT-
APPOINTED RECEIVER AND MANAGER OF
MIZRAHI COMMERCIAL (THE ONE) LP,
MIZRAHI DEVELOPMENT GROUP (THE ONE)
INC., AND MIZRAHI COMMERCIAL (THE ONE)
GP INC., AND NOT IN ITS PERSONAL OR
CORPORATE CAPACITY**



APPENDIX A IMPORTANT QUESTIONS AND ANSWERS

1. Why was this decision made?

The Receiver determined that it is in the best interests of The One Project to have SKYGRiD act as the new construction manager and to lead the continuing development and construction of The One Project.

The Receiver believes this change will provide an increased level of stability to The One Project and will allow The One Project to be completed in a more efficient and timely manner.

SKYGRiD is a highly experienced construction manager with a long track record of delivering successful projects across Canada, including large and complex developments similar to The One Project, as well as taking over large development projects in the context of insolvency proceedings.

2. What does this mean for my contract with Mizrahi Inc.?

Pursuant to paragraph 17 of the Receivership Order, all persons having oral or written agreements or mandates for the supply of goods and/or services to The One Project (including contracts with Mizrahi Inc.) are restrained from discontinuing or terminating the supply of any such goods and services.

This means all contractors, trades and other suppliers, including those having contractual arrangements with Mizrahi Inc., are required to continue providing goods and services, and will continue to be paid in the normal course pursuant to the terms of the Receivership Order.

A representative of SKYGRiD will contact you to discuss entering into a new arrangement for the continued supply of goods and/or services to The One Project. During the immediate period and before arrangements are made directly with SKYGRiD, the Receiver requires all contractors, trades, suppliers and other persons to continue to perform under existing contracts in accordance with the terms of the Receivership Order.

3. How will I get paid?

Payments will continue to be funded by the Receiver on a monthly basis in the normal course pursuant to the terms of the Receivership Order.

As previously communicated, at the commencement of the receivership proceedings, the Receiver secured financing in the amount of up to \$315 million to fund ongoing construction of The One Project and the costs of the receivership. Since the commencement of the Receivership on October 18, 2023, the Receiver has disbursed approximately \$70 million from such financing. Accordingly, up to \$245 million of financing remains available.

4. Can I terminate my contract with The One Project?

No. Pursuant to paragraph 16 of the Receivership Order, all contractors and trades are prohibited from terminating or ceasing to perform any contract in respect of The One Project. Further, pursuant to paragraph 17 of the Receivership Order, all persons having oral or written agreements or



mandates for the supply of goods and/or services relating to The One Project are restrained from discontinuing or terminating the supply of any such goods and services.

5. Where do I send my invoices?

Monthly payments will continue to be funded by the Receiver in the normal course pursuant to the terms of the Receivership Order.

Please direct copies of all future and outstanding invoices to SKYGRiD at svirk@skygrid.ca and copy the Receiver at TheOnePayments@alvarezandmarsal.com.

6. Does the change in general contractor affect my ability to register liens against The One Project?

All contractual and statutory rights to register construction liens against The One Project remain unaffected by the change in general contractor. However, the process by which lien claimants may exercise such rights will be affected by the proposed Lien Regularization Order (the “LRO”), the approval of which is sought by the Receiver in its upcoming motion, returnable March 7, 2024 (the “Receiver’s Motion”).

The Receiver is seeking approval of the LRO to provide for an alternative process for lien claimants seeking to exercise their rights under the *Construction Act* (Ontario) without impacting the availability of financing to the Receiver, thereby ensuring the stability and ongoing construction of The One Project.

Rather than registering liens against title to The One Project, under the proposed LRO, lien claimants will provide a lien notice to the Receiver in accordance with the LRO and within the time frame prescribed by the *Construction Act* (Ontario) to preserve their lien claim for The One Project. By delivery of the lien notice, lien claimants shall be deemed to have preserved and perfected their lien claim and will then be granted a charge against The One Project equivalent to the lien rights provided for under the *Construction Act* (Ontario).

Further details regarding the LRO and the additional relief sought by the Receiver in the Receiver’s Motion can be found in the Receiver’s Motion Record, which will be made available on the Receiver’s website at www.alvarezandmarsal.com/theone.

All contractors and trades are requested to please contact the Receiver or SKYGRiD prior to registering any liens against the Project, in order to discuss the basis for any lien claim, the process for registering a lien claim, as well as any alternative solutions that may exist and be acceptable to all parties.

7. What is happening with respect to holdbacks?

At the commencement of the receivership proceedings, the Receiver transferred all holdback amounts into a new account held by the Receiver.

All holdback funds continue to be held by the Receiver.

8. What are the contemplated next steps in these receivership proceedings?

Following the hearing of the Receiver's Motion, the Receiver intends to finalize a proposed sale and investment solicitation process (the "**SISP**") in respect of The One Project. The Receiver understands that the Debtors' senior secured lenders (the "**Senior Secured Lenders**") intend to participate in the SISP. While the exact nature of the Senior Secured Lenders' participation remains under discussion, the Receiver has been working with the Senior Secured Lenders to ensure the SISP is designed in a manner that results in a transaction that will see The One Project being funded and continued until it is fully developed and completed.

The Receiver expects to return to the Court to seek approval of the SISP in the coming weeks.

Mizrahi Inc.
 125 Hazelton Ave.
 Toronto, On.

Invoice

Date	Invoice #
08/27/2019	C683

Invoice To
Mizrahi Development Group (The One) Inc. 189 Forest Hill Road Toronto, On. M5P 2N3

P.O. No.	Terms	Project
	Due on receipt	1 Bloor

Description	Qty	Rate	Amount
PC Services, copier Lease, courier	1	14,864.55	14,864.55
Comp Equip. Cells, Software Licenses	1	4,714.61	4,714.61
Site Labour Jul 13 - Aug 16	1	465,216.72566	465,216.73
Container Monthly	1	21,400.00	21,400.00
Meeting, Travel, Dundonald cleanup	1	5,895.29	5,895.29
Staff Parking	1	10,881.19	10,881.19
Site Trucks	1	4,000.00	4,000.00
July 13- Aug 16 Crane Staff	1	169,772.97345	169,772.97
Total Reimbursable Expenses			696,745.34
Construction Management Fee - 5% on above		34,837.27	34,837.27
HST on Revenue		13.00%	95,105.74
Total			\$826,688.35
Payments/Credits			\$0.00
Balance Due			\$826,688.35

POSTED



Clark Construction Management Inc

387124 20th Sideroad, Mono, ON L9W 6V5

Invoice

Invoice #: 1-0027-C

Invoice Date: 2019-08-20

Due Date: 2019-08-30

Project: 1 Bloor St W

P.O. Number:

Terms: Net 10 Days

Bill To:

Mizrahi Inc.
125 Hazelton Avenue
Toronto, ON M5R 3E4

Description	Hours/Qty	Rate	Amount
General Labour:			
	96	89.51	8,592.96
	202	89.51	18,081.02
	21.5	179.02	3,848.93
	172	89.51	15,395.72
	21	134.27	2,819.67
	22.5	179.02	4,027.95
	211	89.51	18,886.61
	194	100.36	19,469.84
	46.5	150.54	7,000.11
	7	200.72	1,405.04
	106	89.51	9,488.06
	16	134.27	2,148.32
	203	89.51	18,170.53
	198	89.51	17,722.98
	17.5	134.27	2,349.73
	7	179.02	1,253.14
	142	89.51	12,710.42
	164	94.55	15,506.20
	3.5	141.83	496.41
	133	94.55	12,575.15
	34.5	141.83	4,893.14
	211	89.51	18,886.61
	165	89.51	14,769.15
	1	134.27	134.27
	12.5	179.02	2,237.75
	206.5	89.51	18,483.81
	18.5	134.27	2,484.00
	210	89.51	18,797.10
	4.5	134.27	604.22

Thank you for your Business

Please make all cheques payable to Clark Construction Management Inc.

If you have any questions concerning this invoice,
contact Mike Clark 416-357-0157 mclark@clarkcm.ca

GST/HST No. 730497120

Subtotal

HST

Total



Invoice

Clark Construction Management Inc

387124 20th Sideroad, Mono, ON L9W 6V5

Invoice #: 1-0027-C

Bill To:

Mizrahi Inc.
125 Hazelton Avenue
Toronto, ON M5R 3E4

Invoice Date: 2019-08-20

Due Date: 2019-08-30

Project: 1 Bloor St W

P.O. Number:

Terms: Net 10 Days

Description	Hours/Qty	Rate	Amount
[REDACTED]	11	179.02	1,969.22
[REDACTED]	10	89.51	895.10
[REDACTED]	3	134.27	402.81
[REDACTED]	150	100.36	15,054.00
[REDACTED]	211	89.51	18,886.61
[REDACTED]	90	89.51	8,055.90
[REDACTED]	19.5	134.27	2,618.27
[REDACTED]	220	68.56	15,083.20
[REDACTED]	14	102.84	1,439.76
[REDACTED]	220	68.56	15,083.20
[REDACTED]	11.5	102.84	1,182.66
[REDACTED]	220	68.56	15,083.20
[REDACTED]	7	102.84	719.88
[REDACTED]	220	68.56	15,083.20
[REDACTED]	13.5	102.84	1,388.34
[REDACTED]	220	68.56	15,083.20
[REDACTED]	12.5	102.84	1,285.50
[REDACTED]	220	68.56	15,083.20
[REDACTED]	13.5	102.84	1,388.34
[REDACTED]	220	68.56	15,083.20
[REDACTED]	7	102.84	719.88
[REDACTED]	214	68.56	14,671.84
[REDACTED]	7.5	102.84	771.30
[REDACTED]	212	68.56	14,534.72
[REDACTED]	4	102.84	411.36

501030

Thank you for your Business

Please make all cheques payable to Clark Construction Management Inc.

If you have any questions concerning this invoice, contact Mike Clark 416-357-0157 mclark@clarkcm.ca

POSTED

Subtotal CAD 465,216.73

HST CAD 60,478.17

Total CAD 525,694.90

GST/HST No. 730497120

**1 Bloor West
Employee**

August 2019 Rate Description	Rate Amount	Total Hours		Total Amounts		Dbl Time
		Regular	Overtime	Regular	Overtime	
General	89.51	96	0	\$8,592.96	\$0.00	\$0.00
General	89.51	202	0	\$18,081.02	\$0.00	\$3,848.93
General	89.51	172	21	\$15,395.72	\$2,819.57	\$4,027.95
General	89.51	211	0	\$18,886.61	\$0.00	\$0.00
Handyman	100.36	194	46.5	\$19,469.84	\$7,000.11	\$1,405.04
General	89.51	106	16	\$9,488.06	\$2,148.24	\$0.00
General	89.51	203	0	\$18,170.53	\$0.00	\$0.00
General	89.51	198	17.5	\$17,722.98	\$2,349.64	\$1,253.14
General	89.51	142	0	\$12,710.42	\$0.00	\$0.00
Foreman	94.55	164	3.5	\$15,506.20	\$496.39	\$0.00
Foreman	94.55	133	34.5	\$12,575.15	\$4,892.96	\$0.00
General	89.51	211	0	\$18,886.61	\$0.00	\$0.00
General	89.51	165	1	\$14,769.15	\$134.27	\$2,237.75
General	89.51	0	0	\$0.00	\$0.00	\$0.00
General	89.51	206.5	18.5	\$18,483.82	\$2,483.90	\$0.00
General	89.51	210	4.5	\$18,797.10	\$604.19	\$1,969.22
General	89.51	10	3	\$895.10	\$402.80	\$0.00
Handyman	100.36	150	0	\$15,054.00	\$0.00	\$0.00
General	89.51	211	0	\$18,886.61	\$0.00	\$0.00
General	89.51	90	19.5	\$8,055.90	\$2,618.17	\$0.00
Field Engineer	68.56	220	14	\$15,083.20	\$1,439.76	\$0.00
Field Engineer	68.56	220	11.5	\$15,083.20	\$1,182.66	\$0.00
Field Engineer	68.56	220	7	\$15,083.20	\$719.88	\$0.00
Field Engineer	68.56	220	13.5	\$15,083.20	\$1,388.34	\$0.00
Field Engineer	68.56	220	12.5	\$15,083.20	\$1,285.50	\$0.00
Field Engineer	68.56	220	13.5	\$15,083.20	\$1,388.34	\$0.00
Field Engineer	68.56	220	7	\$15,083.20	\$719.88	\$0.00
Field Engineer	68.56	214	7.5	\$14,671.84	\$771.30	\$0.00
Field Engineer	68.56	212	4	\$14,534.72	\$411.36	\$0.00

5040.5 276 81.5 \$415,216.74 \$35,257.25 \$14,742.03

Grand Total \$465,216.01



Clark Construction Management Inc.
387124 20th Sideroad, Mono, ON L9W 6V5
(519) 942-8622

ONE FLOOR HOURLY TIME SHEET

EMPLOYEE NAME:	EMPLOYEE NUMBER:	POSITION:	LOCATION:
UNION CARD NUMBER: 4236419	SUPERVISOR:	General Labourer	One Floor West
		WEEK:	July 20 - 26, 2019

CODE LEGEND

Labour Description	Saturday			Sunday			Monday			Tuesday			Wednesday			Thursday			Friday					
	Code	Reg	D.OT	Code	Reg	D.OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT			
00 01 Construction Equipment																								
00 02 Hoarding																								
00 03 Temporary Power																								
00 04 Weather Expenses																								
00 05 Street Occupancy																								
01 74 Construction Cleaning																								
02 40 Demolition																								
03 00 Forming & Concrete (Below Grade)																								
03 01 Forming & Concrete (Podium)																								
03 02 Forming & Concrete (Above Grade)																								
04 03 Heritage Masonry																								
04 22 Concrete Unit Masonry																								
05 00 Misc. Metals																								

Labour Description	Saturday			Sunday			Monday			Tuesday			Wednesday			Thursday			Friday			Total Hours	OT Hours	D.OT Hours						
	Code	Reg	D.OT	Code	Reg	D.OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT									
Stairs & Ladders																														
Safety - Fence																														
Safety - Misc.																														
Clean Up																														
Flagging	31 21 - (FG)		11				03 00 - (FG)	9			03 00 - (FG)	9			03 00 - (FG)	9			31 73 - (FG)	9			31 23 - (FG)	8			44	0	11	
Misc. Carpentry																														
Heating																														
Hearding & Temp. End.																														
Equipment Operators																														
Heritage Facade																														
Dewatering																														
Water removal																														
Custom Labour 2																														
Custom Labour 3																														
Custom Labour 4																														
TOTALS				0	0	11	0	0	0	9	0	0	9	0	0	9	0	0	9	0	0	9	0	0	8	0	0	44	0	11

Comments

Employee Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____



Clark Construction Management Inc.
387124 20th Sideroad, Mono, ON L5W 6V5
(519) 942-8622

ONE FLOOR HOURLY TIME SHEET

EMPLOYEE NAME:		EMPLOYEE NUMBER:		POSITION:	Labourer	LOCATION:	One Floor West
UNION CARD NUMBER:		SUPERVISOR:		WEEK:	Aug 10 - 16, 2019		

CODE	Monday		Tuesday		Wednesday		Thursday		Friday		Total Hours	OT Hours	D.OT Hours
	Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT			
00 01	05 12	Structural Steel	09 60	Flooring	14 20	Elevators							
00 02	06 22	Millwork	09 90	Painting and Coating	22 00	Plumbing							
00 03	07 10	Below Grade Waterproofing	10 00	Specialties	23 00	Mechanical (Commercial)							
00 04	07 20	Thermal Protection	10 28	Toilet, Bath, and Laundry Accessories	26 00	Mechanical (Residential)							
00 05	07 41	Roof Panels & Above Grade Waterproofing	11 00	Equipment (Misc)	28 00	Electronic Safety and Security							
01 74	07 80	Fire and Smoke Protection	11 11	Vehicle and Pedestrian Equipment	31 23	Excavation and Fill							
02 40	07 81	Applied Fireproofing	11 30	Residential Equipment	31 19	Dewatering							
03 00	08 10	Doors and Frames	11 81	Facade Access Equipment	31 40	Shoring							
03 01	08 33	Overhead Coiling Doors	12 30	Kitchen and Bath Cabinets	32 00	Exterior Improvements							
03 02	08 26	Structural Glazing	12 36	Countertops	33 41	Subdrainage							
04 03	08 50	Exterior Building Envelope System	12 93	Bicycle Racks	41 22-1	Gantry Crane (TG2300B)							
04 22	09 20	Plaster and Gypsum Board	13 11	Swimming Pools	41 22-2	Tower Crane (Liebherr)							
05 00	09 30	Tiling	13 15	Specialty Element Construction (TMD)	41 23	Hoists							

Labour Description	Saturday		Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Total Hours	OT Hours	D.OT Hours
	Code	Reg	OT	D.OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code			
Stairs & Ladders															0	0	0
Safety - Fence															0	0	0
Safety - Misc.															0	0	0
Clean Up															0	0	0
Flagging	31 40 - (FG)			10.5	31 40 - (FG)	9	1	31 40 - (FG)	9	1	31 40 - (FG)	9	1	31 40 - (GS)	8	1	10.5
Misc. Carpentry															27	2	0
Heating															17	1	0
Hoarding & Temp. Encl.															0	0	0
Equipment Operators															0	0	0
Heritage Facade															0	0	0
Crane Swamper															0	0	0
Stone Slingers															0	0	0
Custom Labour 2															0	0	0
Custom Labour 3															0	0	0
Custom Labour 4															0	0	0
TOTALS		0	0	10.5		0	0	0	0	0	9	1	9	0	44	3	10.5

Comments

Employee Signature:	Date:
Supervisor Signature:	Date:



Clark Construction Management Inc.
387124 20th Sideroad, Mono, ON L9W 6V5
(519) 942-8622

ONEBLOOR HOURLY TIME SHEET

EMPLOYEE NAME:	EMPLOYEE NUMBER:	POSITION:	LOCATION:	WEEK:															
				July 13 - 19, 2019	One Bloor - West														
UNION CARD NUMBER:	SUPERVISOR:	CODE LEGEND																	
00 01	05 12	Construction Equipment	09 60	Flooring	14 20	Elevators													
00 02	06 22	Hoarding	09 90	Painting and Coating	22 00	Plumbing													
00 03	07 10	Temporary Power	10 00	Specialties	23 00	Mechanical (Commercial)													
00 04	07 20	Weather Expenses	10 28	Toilet, Bath, and Laundry Accessories	26 00	Mechanical (Residential)													
00 05	07 41	Street Occupancy	11 00	Equipment (Misc)	28 00	Electronic Safety and Security													
01 74	07 80	Construction Cleaning	11 11	Vehicle and Pedestrian Equipment	31 23	Excavation and Fill													
02 40	07 81	Demolition	11 30	Residential Equipment	31 19	Dewatering													
03 00	08 10	Forming & Concrete (Below Grade)	11 81	Facade Access Equipment	31 40	Shoring													
03 01	08 33	Forming & Concrete (Podium)	12 30	Kitchen and Bath Cabinets	32 00	Exterior Improvements													
03 02	08 26	Forming & Concrete (Above Grade)	12 36	Countertops	33 41	Subdrainage													
04 03	08 50	Heritage Masonry	12 93	Bicycle Racks	41 22-1	Gantry Crane (TG23008)													
04 22	09 20	Concrete Unit Masonry	13 11	Swimming Pools	41 22-2	Tower Crane (Liebherr)													
05 00	09 30	Misc Metals	13 15	Specialty Element Construction (TMD)	41 23	Hoists													
Labour Description	Saturday		Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Total Hours	OT Hours	D.OT Hours		
	Code	Reg	OT	D.OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code				Reg	OT
Stairs & Ladders																			
Safety - Fence																			
Safety - Misc.																			
Clean Up																			
Flagging					31 40 - (FG)	9		31 40 - (FG)	9		31 40 - (FG)	9		31 40 - (FG)	8		44	0	0
Misc. Carpentry																	0	0	0
Heating																	0	0	0
Hoarding & Temp. Encl.																	0	0	0
Equipment Operators																	0	0	0
Heritage Facade																	0	0	0
Dewatering																	0	0	0
Custom Labour 1																	0	0	0
Custom Labour 2																	0	0	0
Custom Labour 3																	0	0	0
Custom Labour 4																	0	0	0
TOTALS																	44	0	0

Comments

Employee Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____

ONE FLOOR HOURLY TIME SHEET

Clark Construction Management Inc.
387124 20th Sideroad, Mono, ON L9W 6V5
(519) 942-8622

EMPLOYEE NAME:	EMPLOYEE NUMBER:	POSITION:	LOCATION:	WEEK:														
				July 27 - Aug 2, 2019	One Bloor West													
UNION CARD NUMBER:	SUPERVISOR:	CODE LEGEND																
00 01	05 12	Construction Equipment	09 60	Flooring	14 20	Elevators												
00 02	06 22	Hoarding	09 90	Painting and Coating	22 00	Plumbing												
00 03	07 10	Temporary Power	10 00	Specialties	23 00	Mechanical (Commercial)												
00 04	07 20	Weather Expenses	10 28	Toilet, Bath, and Laundry Accessories	26 00	Mechanical (Residential)												
00 05	07 41	Street Occupancy	11 00	Equipment (Misc)	28 00	Electronic Safety and Security												
01 74	07 80	Construction Cleaning	11 11	Vehicle and Pedestrian Equipment	31 23	Excavation and Fill												
02 40	07 81	Demolition	11 30	Residential Equipment	31 19	Dewatering												
03 00	08 10	Forming & Concrete (Below Grade)	11 81	Facade Access Equipment	31 40	Shoring												
03 01	08 33	Forming & Concrete (Podium)	12 30	Kitchen and Bath Cabinets	32 00	Exterior Improvements												
03 02	08 26	Forming & Concrete (Above Grade)	12 36	Countertops	33 41	Subdrainage												
04 03	08 50	Heritage Masonry	12 93	Bicycle Racks	41 22-1	Gantry Crane (IG2300B)												
04 22	09 20	Concrete Unit Masonry	13 11	Swimming Pools	41 22-2	Tower Crane (Liebherr)												
05 00	09 30	Misc Metals	13 15	Specialty Element Construction (TMD)	41 23	Hoists												
Labour Description	Saturday		Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Total Hours	OT Hours	D.OT Hours	
	Code	Reg	OT	D.OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code				Reg
Stairs & Ladders																		
Safety - Fence																		
Safety - Misc.																		
Clean Up																		
Flagging																		
Misc. Carpentry																		
Heating																		
Hoarding & Temp. Encl.																		
Equipment Operators																		
Heritage Facade																		
Dewatering																		
Custom Labour 1																		
Custom Labour 2																		
Custom Labour 3																		
Custom Labour 4																		
TOTALS																		

Comments

Employee Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____



Clark Construction Management Inc.
387124 20th Sideroad, Mono, ON L9W 6V5
(519) 942-8622

ONE BLOOR HOURLY TIME SHEET

EMPLOYEE NAME:	EMPLOYEE NUMBER:	POSITION:	LOCATION:
UNION CARD NUMBER:	SUPERVISOR:	WEEK:	One Bloor West
		Aug 3 - 9, 2019	

CODE LEGEND:

00 01 Construction Equipment	05 12 Structural Steel	09 60 Flooring	14 20 Elevators
00 02 Hoarding	06 22 Millwork	09 90 Painting and Coating	22 00 Plumbing
00 03 Temporary Power	07 10 Below Grade Waterproofing	10 00 Specialties	23 00 Mechanical (Commercial)
00 04 Weather Expenses	07 20 Thermal Protection	10 28 Toilet, Bath, and Laundry Accessories	26 00 Mechanical (Residential)
00 05 Street Occupancy	07 41 Roof Panels & Above Grade Waterproofing	11 00 Equipment (Misc)	28 00 Electronic Safety and Security
01 74 Construction Cleaning	07 80 Fire and Smoke Protection	11 11 Vehicle and Pedestrian Equipment	31 23 Excavation and Fill
02 40 Demolition	07 81 Applied Fireproofing	11 30 Residential Equipment	31 19 Dewatering
03 00 Forming & Concrete (Below Grade)	08 10 Doors and Frames	11 81 Façade Access Equipment	31 40 Shoring
03 01 Forming & Concrete (Podium)	08 33 Overhead Coiling Doors	12 30 Kitchen and Bath Cabinets	32 00 Exterior Improvements
03 02 Forming & Concrete (Above Grade)	08 26 Structural Glazing	12 36 Countertops	33 41 Subdrainage
04 03 Heritage Masonry	08 50 Exterior Building Envelope System	12 93 Bicycle Racks	41 22-1 Gantry Crane (TG23008)
04 22 Concrete Unit Masonry	09 20 Plaster and Gypsum Board	13 11 Swimming Pools	41 22-2 Tower Crane (Liebherr)
05 00 Misc Metals	09 30 Tiling	13 15 Speciality Element Construction (TMD)	41 23 Hoists

Labour Description	Saturday			Sunday			Monday			Tuesday			Wednesday			Thursday			Friday			Total Hours	OT Hours	D.OT Hours
	Code	Reg	O1	D.OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT					
Stairs & Ladders																					0	0	0	
Safety - Fence																						0	0	0
Safety - Misc.																						0	0	0
Clean Up																						0	0	0
Flagging																						0	0	0
Misc. Carpentry																						35	0	0
Heating																						0	0	0
Hoarding & Temp. Encl.																						0	0	0
Equipment Operators																						0	0	0
Heritage Facade																						0	0	0
Dewatering																						0	0	0
Custom Labour 1																						0	0	0
Custom Labour 2																						0	0	0
Custom Labour 3																						0	0	0
Custom Labour 4																						0	0	0
TOTALS																						35	0	0

Comments:

Employee Signature:	Date:
Supervisor Signature:	Date:



Clark Construction Management Inc.
387124 20th Sideroad, Mono, ON L9W 6V5
(519) 942-8622

ONE BLOOR-HOURLY TIME SHEET

EMPLOYEE NAME:	EMPLOYEE NUMBER:	POSITION:	LOCATION:	WEEK:						
				Aug 10 - 16, 2019	One Bloor West					
UNION CARD NUMBER:	SUPERVISOR:	CODE LEGEND								
00 01 Construction Equipment	05 12 Structural Steel	09 60 Flooring	14 20 Elevators							
00 02 Hoarding	06 22 Millwork	09 90 Painting and Coating	22 00 Plumbing							
00 03 Temporary Power	07 10 Below Grade Waterproofing	10 00 Specialties	23 00 Mechanical (Commercial)							
00 04 Weather Expenses	07 20 Thermal Protection	10 28 Toilet, Bath, and Laundry Accessories	26 00 Mechanical (Residential)							
00 05 Street Occupancy	07 41 Roof Panels & Above Grade Waterproofing	11 00 Equipment (Misc)	28 00 Electronic Safety and Security							
01 74 Construction Cleaning	07 80 Fire and Smoke Protection	11 11 Vehicle and Pedestrian Equipment	31 23 Excavation and Fill							
02 40 Demolition	07 81 Applied Fireproofing	11 30 Residential Equipment	31 19 Dewatering							
03 00 Forming & Concrete (Below Grade)	08 10 Doors and Frames	11 81 Façade Access Equipment	31 40 Shoring							
03 01 Forming & Concrete (Podium)	08 33 Overhead Colling Doors	12 30 Kitchen and Bath Cabinets	32 00 Exterior Improvements							
03 02 Forming & Concrete (Above Grade)	08 26 Structural Glazing	12 36 Countertops	33 41 Subdrainage							
04 03 Heritage Masonry	08 50 Exterior Building Envelope System	12 93 Bicycle Racks	41 22-1 Gantry Crane (TG2300B)							
04 22 Concrete Unit Masonry	09 20 Plaster and Gypsum Board	13 11 Swimming Pools	41 22-2 Tower Crane (Liebherr)							
05 00 Misc Metals	09 30 Tiling	13 15 Specialty Element Construction (TMD)	41 23 Hoists							
Labour Description	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Total Hours	OT Hours	D.OT Hours
Stairs & Ladders								0	0	0
Safety - Fence								0	0	0
Safety - Misc.								0	0	0
Clean Up								0	0	0
Flagging			31 40 - (FG) 9	31 40 - (FG) 9	31 40 - (FG) 9	31 40 - (FG) 9	31 40 - (FG) 8	44	0	0
Misc. Carpentry								0	0	0
Heating								0	0	0
Hoarding & Temp. Encl.								0	0	0
Equipment Operators								0	0	0
Heritage Facade								0	0	0
Dewatering								0	0	0
Custom Labour 1								0	0	0
Custom Labour 2								0	0	0
Custom Labour 3								0	0	0
Custom Labour 4								0	0	0
TOTALS	0 0 0	0 0 0	9 0 0	9 0 0	9 0 0	9 0 0	8 0 0	44	0	0

Comments:

Employee Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____



Clark Construction Management Inc.
387124 20th Sideroad, Mono, ON L9W 6V5
(519) 942-8622

ONE FLOOR HOURLY TIME SHEET

EMPLOYEE NAME:	EMPLOYEE NUMBER:	POSITION:	LOCATION:							
UNION CARD NUMBER:	SUPERVISOR:	WEEK:								
3959665		July 20 - 26, 2019	One Floor West							
CODE LEGEND										
00 01 Construction Equipment	05 12 Structural Steel	09 60 Flooring	14 20 Elevators							
00 02 Hoarding	06 22 Millwork	09 90 Painting and Coating	22 00 Plumbing							
00 03 Temporary Power	07 10 Below Grade Waterproofing	10 00 Specialties	23 00 Mechanical (Commercial)							
00 04 Weather Expenses	07 20 Thermal Protection	10 28 Toilet, Bath, and Laundry Accessories	26 00 Mechanical (Residential)							
00 05 Street Occupancy	07 41 Roof Panels & Above Grade Waterproofing	11 00 Equipment (Misc)	28 00 Electronic Safety and Security							
01 74 Construction Cleaning	07 80 Fire and Smoke Protection	11 11 Vehicle and Pedestrian Equipment	31 23 Excavation and Fill							
02 40 Demolition	07 81 Applied Fireproofing	11 30 Residential Equipment	31 19 Dewatering							
03 00 Forming & Concrete (Below Grade)	08 10 Doors and Frames	11 81 Poade Access Equipment	31 40 Shoring							
03 01 Forming & Concrete (Podium)	08 33 Overhead Coiling Doors	12 30 Kitchen and Bath Cabinets	32 00 Exterior Improvements							
03 02 Forming & Concrete (Above Grade)	08 26 Structural Glazing	12 36 Countertops	33 41 Subdrainage							
04 03 Heritage Masonry	08 50 Exterior Building Envelope System	12 93 Bicycle Racks	41 22-1 Gantry Crane (TG2300B)							
04 22 Concrete Unit Masonry	09 20 Plaster and Gypsum Board	13 11 Swimming Pools	41 22-2 Tower Crane (Liebherr)							
05 00 Misc Metals	09 30 Tiling	13 15 Specialty Element Construction (TMD)	41 23 Hoists							
Labour Description	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Total Hours	OT Hours	D.OT Hours
	Code Reg OT D.OT	Code Reg OT D.OT	Code Reg OT	Code Reg OT	Code Reg OT	Code Reg OT	Code Reg OT			
Stairs & Ladders								0	0	0
Safety - Fence								0	0	0
Safety - Misc.								0	0	0
Clean Up				31 23 - (FG) 3	31 23 - (FG) 5			8	0	0
Flagging			03 00 - (FG) 9	03 00 - (FG) 3	03 00 - (FG) 4	03 00 - (FG) 1	03 00 - (FG) 2	16	7	0
Flagging				31 23 - (FG) 3				3	1	0
Heating								0	0	0
Hoarding & Temp. Encl.								0	0	0
Equipment Operators								0	0	0
Heritage Facade								0	0	0
Dewatering								0	0	0
Crane Erection								0	0	0
Skip Buckets								0	0	0
Drill / Dowels								0	0	0
Custom Labour 4								0	0	0
TOTALS	0	0	9	9	9	3.5	9	27	8	0
Comments										
Employee Signature:			Date:							
Supervisor Signature:			Date:							



Clark Construction Management Inc.
387124 20th Sideroad, Mono, ON L9W 6V5
(519) 942-8622

ONE FLOOR HOURLY TIME SHEET

EMPLOYEE NAME:	EMPLOYEE NUMBER:	POSITION:	LOCATION:	General Labourer		One Floor West												
				July 20	26, 2019													
UNION CARD NUMBER:	SUPERVISOR:	WEEK:																
CODE LEGEND																		
00 01 Construction Equipment	05 12 Structural Steel	09 60 Flooring	14 20 Elevators															
00 02 Hoarding	06 22 Millwork	09 90 Painting and Coating	22 00 Plumbing															
00 03 Temporary Power	07 10 Below Grade Waterproofing	10 00 Specialties	23 00 Mechanical (Commercial)															
00 04 Weather Expenses	07 20 Thermal Protection	10 28 Toilet, Bath, and Laundry Accessories	26 00 Mechanical (Residential)															
00 05 Street Occupancy	07 41 Roof Panels & Above Grade Waterproofing	11 00 Equipment (Misc)	28 00 Electronic Safety and Security															
01 74 Construction Cleaning	07 80 Fire and Smoke Protection	11 11 Vehicle and Pedestrian Equipment	31 23 Excavation and Fill															
02 40 Demolition	07 81 Applied Fireproofing	11 30 Residential Equipment	31 19 Dewatering															
03 00 Forming & Concrete (Below Grade)	08 10 Doors and Frames	11 81 Façade Access Equipment	31 40 Shoring															
03 01 Forming & Concrete (Podium)	08 33 Overhead Colling Doors	12 30 Kitchen and Bath Cabinets	32 00 Exterior Improvements															
03 02 Forming & Concrete (Above Grade)	08 26 Structural Glazing	12 36 Countertops	33 41 Subdrainage															
04 03 Heritage Masonry	08 50 Exterior Building Envelope System	12 93 Bicycle Racks	41 22-1 Gantry Crane (T623008)															
04 22 Concrete Unit Masonry	09 20 Plaster and Gypsum Board	13 11 Swimming Pools	41 22-2 Tower Crane (Liebherr)															
05 00 Misc Metals	09 30 Tiling	13 15 Specialty Element Construction (TMD)	41 23 Hoists															
Labour Description	Saturday		Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Total Hours	OT Hours	D.OT Hours	
	Code	Reg	OT	D.OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code				Reg
Stairs & Ladders																		
Safety - Fence																		
Safety - Misc.																		
Clean Up																		
Flagging																		
Flagging																		
Heating																		
Hoarding & Temp. Encl.																		
Equipment Operators																		
Heritage Facade																		
Dewatering																		
Skip Buckets																		
Water Removal																		
Custom Labour 3																		
Custom Labour 4																		
TOTALS																		
Comments																		
Employee Signature:																	Date:	
Supervisor Signature:																	Date:	



Clark Construction Management Inc.
387124 20th Sideroad, Mono, ON L9W 6V5
(519) 942-8622

ONE BLOOR HOURLY TIME SHEET

EMPLOYEE NAME: [REDACTED] EMPLOYEE NUMBER: [REDACTED] POSITION: General Labourer LOCATION: One Bloor West
 UNION CARD NUMBER: [REDACTED] SUPERVISOR: [REDACTED] WEEK: Aug 3 - 9, 2019

CODE LEGEND

Code	Description	05 12	06 22	07 10	07 20	07 41	07 80	07 81	08 10	08 33	08 26	08 50	09 20	09 30
00 01	Construction Equipment													
00 02	Hoarding													
00 03	Temporary Power													
00 04	Weather Expenses													
00 05	Street Occupancy													
01 74	Construction Cleaning													
02 40	Demolition													
03 00	Forming & Concrete (Below Grade)													
03 01	Forming & Concrete (Podium)													
03 02	Forming & Concrete (Above Grade)													
04 03	Heritage Masonry													
04 22	Concrete Unit Masonry													
05 00	Misc Metals													

Labour Description	Saturday		Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Total Hours	OT Hours	D.OT Hours
	Code	Reg	OT	D.OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code			
Stairs & Ladders															0	0	0
Safety - Fence															0	0	0
Safety - Misc.															0	0	0
Clean Up										03 00 - (FG)	7				7	1.5	0
Flagging															0	0	0
Flagging															0	0	0
Heating															0	0	0
Hoarding & Temp. Encl.															0	0	0
Equipment Operators															0	0	0
Heritage Facade															0	0	0
Crane Swamper															3	0	0
Clean Elev Skim Coat									41 22 2 - (S)	3					6	1.5	0
Hang Plywood waterproof									03 00 - (GL)	6					2	0	0
Custom Labour 3															0	0	0
Custom Labour 4															0	0	0
TOTALS															18	3	0

Comments:

Employee Signature: _____ Date: _____
 Supervisor Signature: _____ Date: _____



Clark Construction Management Inc.
387124 20th Sideroad, Mono, ON L9W 6V5
(519) 942-8622

ONE FLOOR HOURLY TIMESHEET

EMPLOYEE NAME:	EMPLOYEE NUMBER:	POSITION:	LOCATION:
UNION CARD NUMBER: 4511184	SUPERVISOR:	Flagging Labourer	One Floor West
		WEEK:	Aug 10 - 16, 2019

CODE LEGEND

Code	Description	Code	Description	Code	Description	Code	Description	Code	Description
00 01	Construction Equipment	05 12	Structural Steel	09 60	Flooring	14 20	Elevators		
00 02	Hoarding	06 22	Millwork	09 90	Painting and Coating	22 00	Plumbing		
00 03	Temporary Power	07 10	Below Grade Waterproofing	10 00	Specialties	23 00	Mechanical (Commercial)		
00 04	Weather Expenses	07 20	Thermal Protection	10 28	Toilet, Bath, and Laundry Accessories	26 00	Mechanical (Residential)		
00 05	Street Occupancy	07 41	Roof Panels & Above Grade Waterproofing	11 00	Equipment (Misc)	28 00	Electronic Safety and Security		
01 74	Construction Cleaning	07 80	Fire and Smoke Protection	11 11	Vehicle and Pedestrian Equipment	31 23	Excavation and Fill		
02 40	Demolition	07 81	Applied Fireproofing	11 30	Residential Equipment	31 19	Dewatering		
03 00	Forming & Concrete (Below Grade)	08 10	Doors and Frames	11 81	Facade Access Equipment	31 40	Shoring		
03 01	Forming & Concrete (Podium)	08 33	Overhead Coiling Doors	12 30	Kitchen and Bath Cabinets	32 00	Exterior Improvements		
03 02	Forming & Concrete (Above Grade)	08 26	Structural Glazing	12 36	Countertops	33 41	Subdrainage		
04 03	Heritage Masonry	08 50	Exterior Building Envelope System	12 93	Bicycle Racks	41 22-1	Gantry Crane (TG2300B)		
04 22	Concrete Unit Masonry	09 20	Plaster and Gypsum Board	13 11	Swimming Pools	41 22-2	Tower Crane (Liebherr)		
05 00	Misc. Metals	09 30	Tiling	13 15	Specialty Element Construction (TMD)	41 23	Hoists		

Labour Description	Saturday			Sunday			Monday			Tuesday			Wednesday			Thursday			Friday			Total Hours	OT Hours	D.OT Hours		
	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT					
Stairs & Ladders																										
Safety - Fence																										
Safety - Misc.																										
Flagging																										
Flagging																										
Misc. Carpentry																										
Heating																										
Hoarding & Temp. Encl.																										
Equipment Operators																										
Heritage Facade																										
Dewatering																										
Backfill Clearstone																										
Custom Labour 2																										
Custom Labour 3																										
Custom Labour 4																										
TOTALS																										

Comments:

Employee Signature:	Date:
Supervisor Signature:	Date:



Clark Construction Management Inc.
387124 20th Sideroad, Mono, ON L9W 6V5
(519) 942-8622

ONE FLOOR HOURLY TIME SHEET

EMPLOYEE NAME:	EMPLOYEE NUMBER:	POSITION:	LOCATION:
UNION CARD NUMBER:	SUPERVISOR:	WEEK:	One Floor West

Labour Description	Saturday							Sunday							Monday							Tuesday							Wednesday							Thursday							Friday							Total Hours	OT Hours	D.OT Hours
	Code		Reg	OT	D.OT	Code	Reg	OT	D.OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT																						
00 01 Construction Equipment																																																				
00 02 Hoarding																																																				
00 03 Temporary Power																																																				
00 04 Weather Expenses																																																				
00 05 Street Occupancy																																																				
01 74 Construction Cleaning																																																				
02 40 Demolition																																																				
03 00 Forming & Concrete (Below Grade)																																																				
03 01 Forming & Concrete (Podium)																																																				
03 02 Forming & Concrete (Above Grade)																																																				
04 03 Heritage Masonry																																																				
04 22 Concrete Unit Masonry																																																				
05 00 Misc Metals																																																				
05 12 Structural Steel																																																				
06 22 Millwork																																																				
07 10 Below Grade Waterproofing																																																				
07 20 Thermal Protection																																																				
07 41 Roof Panels & Above Grade Waterproofing																																																				
07 80 Fire and Smoke Protection																																																				
07 81 Applied Fireproofing																																																				
08 10 Doors and Frames																																																				
08 33 Overhead Coiling Doors																																																				
08 26 Structural Glazing																																																				
08 50 Exterior Building Envelope System																																																				
09 20 Plaster and Gypsum Board																																																				
09 30 Tiling																																																				
09 60 Flooring																																																				
09 90 Painting and Coating																																																				
10 00 Specialties																																																				
10 28 Toilet, Bath, and Laundry Accessories																																																				
11 00 Equipment (Misc)																																																				
11 11 Vehicle and Pedestrian Equipment																																																				
11 30 Residential Equipment																																																				
11 81 Facade Access Equipment																																																				
12 30 Kitchen and Bath Cabinets																																																				
12 36 Countertops																																																				
12 93 Bicycle Racks																																																				
13 11 Swimming Pools																																																				
13 15 Specialty Element Construction (TMD)																																																				
14 20 Elevators																																																				
22 00 Plumbing																																																				
23 00 Mechanical (Commercial)																																																				
26 00 Mechanical (Residential)																																																				
28 00 Electronic Safety and Security																																																				
31 23 Excavation and Fill																																																				
31 40 Dewatering																																																				
31 40 Shoring																																																				
32 00 Exterior Improvements																																																				
33 41 Subdrainage																																																				
41 22-1 Gantry Crane (TG2300B)																																																				
41 22-2 Tower Crane (Liebherr)																																																				
41 23 Hoists																																																				
31 23 - (GL)																																																				
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Clark Construction Management Inc.
387124 20th Sideroad, Mono, ON L9W 6V5
(519) 942-8622

ONE FLOOR HOURLY TIME SHEET

EMPLOYEE NAME:	EMPLOYEE NUMBER:	POSITION:	LOCATION:
UNION CARD NUMBER: 3736922	SUPERVISOR:	General Labourer	One Floor West
		WEEK: July 20 - 26, 2019	

CODE LEGEND

00 01 Construction Equipment	05 12 Structural Steel	09 60 Flooring	14 20 Elevators
00 02 Hoarding	06 22 Millwork	09 90 Painting and Coating	22 00 Plumbing
00 03 Temporary Power	07 10 Below Grade Waterproofing	10 00 Specialties	23 00 Mechanical (Commercial)
00 04 Weather Expenses	07 20 Thermal Protection	10 28 Toilet, Bath, and Laundry Accessories	26 00 Mechanical (Residential)
00 05 Street Occupancy	07 41 Roof Panels & Above Grade Waterproofing	11 00 Equipment (Misc)	28 00 Electronic Safety and Security
01 74 Construction Cleaning	07 80 Fire and Smoke Protection	11 11 Vehicle and Pedestrian Equipment	31 23 Excavation and Fill
02 40 Demolition	07 81 Applied Fireproofing	11 30 Residential Equipment	31 19 Dewatering
03 00 Forming & Concrete (Below Grade)	08 10 Doors and Frames	11 81 Façade Access Equipment	31 40 Shoring
03 01 Forming & Concrete (Podium)	08 33 Overhead Colling Doors	12 30 Kitchen and Bath Cabinets	32 00 Exterior Improvements
03 02 Forming & Concrete (Above Grade)	08 26 Structural Glazing	12 36 Countertops	33 41 Subdrainage
04 03 Heritage Masonry	08 50 Exterior Building Envelope System	12 93 Bicycle Racks	41 22-1 Gantry Crane (FG2300B)
04 22 Concrete Unit Masonry	09 20 Plaster and Gypsum Board	13 11 Swimming Pools	41 22-2 Tower Crane (Liebherr)
05 00 Misc Metals	09 30 Tiling	13 15 Specialty Element Construction (TMD)	41 23 Hoists

Labour Description	Saturday			Sunday			Monday			Tuesday			Wednesday			Thursday			Friday			Total Hours	OT Hours	D.OT Hours
	Code	Reg	OT	D.OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT					
Stairs & Ladders																					0	0	0	
Safety - Fence																						0	0	0
Safety - Misc.																						0	0	0
Clean Up								03 00 - (GI)	9													38	2.5	0
Flagging								03 00 - (FG)														3	3.5	0
Misc. Carpentry																						0	0	0
Heating																						0	0	0
Hoarding & Temp. Encl.																						0	0	0
Equipment Operators																						0	0	0
Heritage Facade																						0	0	0
Dewatering																						3	0	0
Crane Erection																						0	0	0
Stone Slingers																						0	0	0
Skip Buckets																						0	0	0
Custom Labour 4																						0	0	0
TOTALS																						44	6	0

Comments

Employee Signature:	Date:
Supervisor Signature:	Date:



Clark Construction Management Inc.
387124 20th Sideroad, Mono, ON L9W 6V5
(519) 942-8622

ONE FLOOR HOURLY TIME SHEET

EMPLOYEE NAME:	EMPLOYEE NUMBER:	POSITION:	LOCATION:
UNION CARD NUMBER: 3736922	SUPERVISOR:	General Labourer	One Floor West
		WEEK: July 27 - Aug 2, 2019	

Labour Description	Saturday		Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Total Hours	OT Hours	D.OT Hours
	Code	Reg	OT	D.OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code			
00 01 Construction Equipment																	
00 02 Hoarding																	
00 03 Temporary Power																	
00 04 Weather Expenses																	
00 05 Street Occupancy																	
01 74 Construction Cleaning																	
02 40 Demolition																	
03 00 Forming & Concrete (Below Grade)																	
03 01 Forming & Concrete (Podium)																	
03 02 Forming & Concrete (Above Grade)																	
04 03 Heritage Masonry																	
04 22 Concrete Unit Masonry																	
05 00 Misc Metals																	

Labour Description	Saturday		Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Total Hours	OT Hours	D.OT Hours
	Code	Reg	OT	D.OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code			
Stairs & Ladders															0	0	0
Safety - Fence															0	0	0
Safety - Misc.															0	0	0
Clean Up					03 00 - (GL)	9	1	03 00 - (GL)	9	03 00 - (GL)	9	03 00 - (GL)	9	03 00 - (GL)	44	1	0
Flagging														03 00 - (FG)	6.5	0	0
Misc. Carpentry															0	0	0
Heating															0	0	0
Hoarding & Temp. Encl.															0	0	0
Equipment Operators															0	0	0
Heritage Facade															0	0	0
Dewatering															0	0	0
Crane Erection															0	0	0
Stone Slingers															0	0	0
Skip Buckets															0	0	0
Custom Labour 4															0	0	0
TOTALS															44	7.5	0

Comments:	
Employee Signature:	Date:
Supervisor Signature:	Date:



Clark Construction Management Inc.
 387124 20th Sideroad, Mono, ON L9W 6V5
 (519) 942-8622

ONE FLOOR HOURS TIME SHEET

EMPLOYEE NAME: [REDACTED]	EMPLOYEE NUMBER: [REDACTED]	POSITION: General Labourer	LOCATION: One Floor West
UNION CARD NUMBER: 3736922	SUPERVISOR: [REDACTED]	WEEK: Aug 3 - 9, 2019	

CODE LEGEND

Labour Description	Saturday			Sunday			Monday			Tuesday			Wednesday			Thursday			Friday			Total Hours	OT Hours	D.OT Hours
	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT			
00 01 Construction Equipment																								
00 02 Hoarding																								
00 03 Temporary Power																								
00 04 Weather Expenses																								
00 05 Street Occupancy																								
01 74 Construction Cleaning																								
02 40 Demolition																								
03 00 Forming & Concrete (Below Grade)																								
03 01 Forming & Concrete (Podium)																								
03 02 Forming & Concrete (Above Grade)																								
04 03 Heritage Masonry																								
04 22 Concrete Unit Masonry																								
05 00 Misc Metals																								

Labour Description	Saturday			Sunday			Monday			Tuesday			Wednesday			Thursday			Friday			Total Hours	OT Hours	D.OT Hours
	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT			
Stairs & Ladders																								
Safety - Fence																								
Safety - Misc.																								
Clean Up																								
Flagging																								
Misc. Carpentry																								
Heating																								
Hoarding & Temp. Encl.																								
Equipment Operators																								
Heritage Facade																								
Dewatering																								
Clean Elevator Skim Coat																								
PLY for waterproof																								
Positional Couplers																								
Custom Labour 4																								
TOTALS																								

Comments:

Employee Signature:	Date:
Supervisor Signature:	Date:



Clark Construction Management Inc.
387124 20th Sideroad, Mono, ON L9W 6V5
(519) 942-8622

ONE FLOOR HOURLY TIME SHEET

EMPLOYEE NAME:	EMPLOYEE NUMBER:	POSITION:	LOCATION:
UNION CARD NUMBER: 4868127	SUPERVISOR:	General Labourer	One Floor West
WEEK:		July 27 - Aug 2, 2019	

CODE LEGEND

00 01 Construction Equipment	05 12 Structural Steel	09 60 Flooring	14 20 Elevators
00 02 Hoarding	06 22 Millwork	09 90 Painting and Coating	22 00 Plumbing
00 03 Temporary Power	07 10 Below Grade Waterproofing	10 00 Specialties	23 00 Mechanical (Commercial)
00 04 Weather Expenses	07 20 Thermal Protection	10 28 Toilet, Bath, and Laundry Accessories	26 00 Mechanical (Residential)
00 05 Street Occupancy	07 41 Roof Panels & Above Grade Waterproofing	11 00 Equipment (Misc)	28 00 Electronic Safety and Security
01 74 Construction Cleaning	07 80 Fire and Smoke Protection	11 11 Vehicle and Pedestrian Equipment	31 23 Excavation and Fill
02 40 Demolition	07 81 Applied Fireproofing	11 30 Residential Equipment	31 19 Dewatering
03 00 Forming & Concrete (Below Grade)	08 10 Doors and Frames	11 81 Façade Access Equipment	31 40 Shoring
03 01 Forming & Concrete (Podium)	08 33 Overhead Coiling Doors	12 30 Kitchen and Bath Cabinets	32 00 Exterior Improvements
03 02 Forming & Concrete (Above Grade)	08 26 Structural Glazing	12 36 Countertops	33 41 Subdrainage
04 03 Heritage Masonry	08 50 Exterior Building Envelope System	12 93 Bicycle Racks	41 22-1 Gantry Crane (TG2300B)
04 22 Concrete Unit Masonry	09 20 Plaster and Gypsum Board	13 11 Swimming Pools	41 22-2 Tower Crane (Liebherr)
05 00 Misc Metals	09 30 Tiling	13 15 Specialty Element Construction (TMD)	41 23 Hoists

Labour Description	Saturday			Sunday			Monday			Tuesday			Wednesday			Thursday			Friday			Total Hours	OT Hours	D.OT Hours	
	Code	Reg	OT	Code	Reg	D.OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT				
Stairs & Ladders																						0	0	0	
Safety - Fence																							0	0	0
Safety - Misc.																							0	0	0
Clean Up																							0	0	0
Flagging																							0	0	0
Misc. Carpentry																							0	0	0
Heating																							0	0	0
Hoarding & Temp. Encl.																							0	0	0
Equipment Operators																							0	0	0
Heritage Facade																							0	0	0
Dewatering																							0	0	0
Custom Labour 1																							0	0	0
Custom Labour 2																							0	0	0
Custom Labour 3																							0	0	0
Custom Labour 4																							0	0	0
TOTALS		0	0	0		0	0	0		9	0			9	0			9	0			35	0	0	

Comments:

Employee Signature:	Date:
Supervisor Signature:	Date:

ONE FLOOR HOURLY TIME SHEET

Clark Construction Management Inc.
387124 20th Sideroad, Mono, ON L9W 6V5
(519) 942-8622

EMPLOYEE NAME:	UNION CARD NUMBER:	EMPLOYEE NUMBER:	SUPERVISOR:	POSITION:	LOCATION:	Week:										
						Aug 3 - 9, 2019	One Floor West									
CODE LEGEND																
00 01 Construction Equipment	05 12 Structural Steel	09 60 Flooring	14 20 Elevators													
00 02 Hoarding	06 22 Millwork	09 90 Painting and Coating	22 00 Plumbing													
00 03 Temporary Power	07 10 Below Grade Waterproofing	10 00 Specialties	23 00 Mechanical (Commercial)													
00 04 Weather Expenses	07 20 Thermal Protection	10 28 Toilet, Bath, and Laundry Accessories	26 00 Mechanical (Residential)													
00 05 Street Occupancy	07 41 Roof Panels & Above Grade Waterproofing	11 00 Equipment (Misc)	28 00 Electronic Safety and Security													
01 74 Construction Cleaning	07 80 Fire and Smoke Protection	11 11 Vehicle and Pedestrian Equipment	31 23 Excavation and Fill													
02 40 Demolition	07 81 Applied Fireproofing	11 30 Residential Equipment	31 19 Dewatering													
03 00 Forming & Concrete (Below Grade)	08 10 Doors and Frames	11 81 Facade Access Equipment	31 40 Shoring													
03 01 Forming & Concrete (Podium)	08 33 Overhead Colling Doors	12 30 Kitchen and Bath Cabinets	32 00 Exterior Improvements													
03 02 Forming & Concrete (Above Grade)	08 26 Structural Glazing	12 36 Countertops	33 41 Subdrainage													
04 03 Heritage Masonry	08 50 Exterior Building Envelope System	12 93 Bicycle Racks	41 22-1 Gantry Crane (TG2300B)													
04 22 Concrete Unit Masonry	09 20 Plaster and Gypsum Board	13 11 Swimming Pools	41 22-2 Tower Crane (Liebherr)													
05 00 Misc Metals	09 30 Tiling	13 15 Specialty Element Construction (TMD)	41 23 Hoists													
Labour Description	Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Total Hours	OT Hours	D.OT Hours	
	Code	Reg	OT	D.OT	Code	Reg	OT	Code	Reg	OT	Code	Reg				OT
Stairs & Ladders																
Safety - Fence																
Safety - Misc.																
Clean Up																
Flagging																
Misc. Carpentry																
Heating																
Hoarding & Temp. Encl.																
Equipment Operators																
Heritage Facade																
Dewatering																
Custom Labour 1																
Custom Labour 2																
Custom Labour 3																
Custom Labour 4																
TOTALS																

Comments

Employee Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____



Clark Construction Management Inc.
387124 20th Sideroad, Mono, ON L9W 6V5
(519) 942-8622

ONE BLOOR HOURLY TIME SHEET

EMPLOYEE NAME:	EMPLOYEE NUMBER:	POSITION:	LOCATION:
UNION CARD NUMBER:	SUPERVISOR:	WEEK:	One Bloor West
436553		July 27 - Aug 2, 2019	

CODE LEGEND

Code	Description	14 20	22 00	23 00	26 00	28 00	31 23	31 19	31 40	32 00	33 41	41 22-1	41 22-2	41 23
00 01	Construction Equipment													
00 02	Hoarding													
00 03	Temporary Power													
00 04	Weather Expenses													
00 05	Street Occupancy													
01 74	Construction Cleaning													
02 40	Demolition													
03 00	Forming & Concrete (Below Grade)													
03 01	Forming & Concrete (Podium)													
03 02	Forming & Concrete (Above Grade)													
04 03	Heritage Masonry													
04 22	Concrete Unit Masonry													
05 00	Misc Metals													

Labour Description	Saturday			Sunday			Monday			Tuesday			Wednesday			Thursday			Friday			Total Hours	OT Hours	D.OT Hours
	Code	Reg	O.T.	Code	Reg	O.T.	Code	Reg	O.T.	Code	Reg	O.T.	Code	Reg	O.T.	Code	Reg	O.T.	Code	Reg	O.T.			
Stairs & Ladders																								
Safety - Fence																								
Safety - Misc.																								
Clean Up																								
Flagging																								
Misc. Carpentry								31 40 - (LF)	9															
Heating																								
Hoarding & Temp. Encl.																								
Equipment Operators																								
Heritage Facade																								
Dewatering																								
Custom Labour 1																								
Custom Labour 2																								
Custom Labour 3																								
Custom Labour 4																								
TOTALS																								

Comments

Employee Signature:	Date:
Supervisor Signature:	Date:



Clark Construction Management Inc.
387124 20th Sideroad, Mono, ON L9W 6V5
(519) 942-8622

ONE FLOOR HOURLY TIME SHEET

EMPLOYEE NAME:	EMPLOYEE NUMBER:	POSITION:	LOCATION:
UNION CARD NUMBER:	SUPERVISOR:	WEEK:	

General Labourer
July 20 - 26, 2019
One Floor West

CODE LEGEND

00 01 Construction Equipment	05 12 Structural Steel	09 60 Flooring	14 20 Elevators
00 02 Hoarding	06 22 Millwork	09 90 Painting and Coating	22 00 Plumbing
00 03 Temporary Power	07 10 Below Grade Waterproofing	10 00 Specialties	23 00 Mechanical (Commercial)
00 04 Weather Expenses	07 20 Thermal Protection	10 28 Toilet, Bath, and Laundry Accessories	26 00 Mechanical (Residential)
00 05 Street Occupancy	07 41 Roof Panels & Above Grade Waterproofing	11 00 Equipment (Misc)	28 00 Electronic Safety and Security
01 74 Construction Cleaning	07 80 Fire and Smoke Protection	11 11 Vehicle and Pedestrian Equipment	31 23 Excavation and Fill
02 40 Demolition	07 81 Applied Fireproofing	11 30 Residential Equipment	31 19 Dewatering
03 00 Forming & Concrete (Below Grade)	08 10 Doors and Frames	11 81 Facade Access Equipment	31 40 Shoring
03 01 Forming & Concrete (Podium)	08 33 Overhead Coiling Doors	12 30 Kitchen and Bath Cabinets	32 00 Exterior Improvements
03 02 Forming & Concrete (Above Grade)	08 26 Structural Glazing	12 36 Countertops	33 41 Subdrainage
04 03 Heritage Masonry	08 50 Exterior Building Envelope System	12 93 Bicycle Racks	41 22-1 Gantry Crane (TG23008)
04 22 Concrete Unit Masonry	09 20 Plaster and Gypsum Board	13 11 Swimming Pools	41 22-2 Tower Crane (Liebherr)
05 00 Misc Metals	09 30 Tiling	13 15 Specialty Element Construction (TMD)	41 23 Hoists

Labour Description	Saturday			Sunday			Monday			Tuesday			Wednesday			Thursday			Friday			Total Hours	OT Hours	D.OT Hours
	Code	Reg	O.T.	Code	Reg	O.T.	Code	Reg	O.T.	Code	Reg	O.T.	Code	Reg	O.T.	Code	Reg	O.T.						
Stairs & Ladders																					0	0	0	
Safety - Fence																						0	0	0
Safety - Misc.																						0	0	0
Clean Up																						6	0	0
Flagging																						9	5.5	0
Flagging																						3	0	0
Heating																						0	0	0
Hoarding & Temp. Encl.																						0	0	0
Equipment Operators																						0	0	0
Crane Swamper																						9	3	0
Dewatering																						0	0	0
Skip Buckets																						0	0	0
Stone Slingers																						0	0	0
Drill /epoxy dowels																						0	0	0
Custom Labour 4																						0	0	0
TOTALS																						27	8.5	0

Comments:

Employee Signature:	Date:
Supervisor Signature:	Date:



Clark Construction Management Inc.
387124 20th Sideroad, Mono, ON L9W 6V5
(519) 942-8622

ONE BLOOR HOURLY TIME SHEET

EMPLOYEE NAME:	EMPLOYEE NUMBER:	POSITION:	LOCATION:
UNION CARD NUMBER: 3736922	SUPERVISOR:	General Labourer	One Bloor West
		Aug 10 - 16, 2019	

CODE LEGEND

00 01 Construction Equipment	05 12 Structural Steel	09 60 Flooring	14 20 Elevators
00 02 Hoarding	06 22 Millwork	09 90 Painting and Coating	22 00 Plumbing
00 03 Temporary Power	07 10 Below Grade Waterproofing	10 00 Specialties	23 00 Mechanical (Commercial)
00 04 Weather Expenses	07 20 Thermal Protection	10 28 Toilet, Bath, and Laundry Accessories	26 00 Mechanical (Residential)
00 05 Street Occupancy	07 41 Roof Panels & Above Grade Waterproofing	11 00 Equipment (Misc)	28 00 Electronic Safety and Security
01 74 Construction Cleaning	07 80 Fire and Smoke Protection	11 11 Vehicle and Pedestrian Equipment	31 23 Excavation and Fill
02 40 Demolition	07 81 Applied Fireproofing	11 30 Residential Equipment	31 19 Dewatering
03 00 Forming & Concrete (Below Grade)	08 10 Doors and Frames	11 81 Facade Access Equipment	31 40 Shoring
03 01 Forming & Concrete (Podium)	08 33 Overhead Colling Doors	12 30 Kitchen and Bath Cabinets	32 00 Exterior Improvements
03 02 Forming & Concrete (Above Grade)	08 26 Structural Glazing	12 36 Countertops	33 41 Subdrainage
04 03 Heritage Masonry	08 50 Exterior Building Envelope System	12 93 Bicycle Racks	41 22-1 Gantry Crane (TG2300B)
04 22 Concrete Unit Masonry	09 20 Plaster and Gypsum Board	13 11 Swimming Pools	41 22-2 Tower Crane (Liebherr)
05 00 Misc Metals	09 30 Tiling	13 15 Specialty Element Construction (TMD)	41 23 Hoists

Labour Description	Saturday			Sunday			Monday			Tuesday			Wednesday			Thursday			Friday			Total Hours	OT Hours	D.OT Hours	
	Code	Reg	OT	D.OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT						
Stairs & Ladders																					0	0	0		
Safety - Fence																					0	0	0		
Safety - Misc.																					0	0	0		
Clean Up																					0	0	0		
Flagging								03 00 - (LF)	3	1	03 00 - (LF)	3	1	03 00 - (LF)	3	1	03 00 - (LF)	3	1	03 00 - (LF)	3	2	4.5		
Flagging																					0	0	0		
Heating																					0	0	0		
Hoarding & Temp. End.																					0	0	0		
Equipment Operators																					0	0	0		
Crane Swamper																					0	0	0		
Crane Swamper								41 22 2 - (S)	3	1.5	41 22 2 - (S)	1	1.5	41 22 2 - (S)	1	1.5	41 22 2 - (S)	1	1.5	41 22 2 - (S)	1	1.5	4.5		
Backfill Clearstone								31 23 - (LF)	3	1.5	31 23 - (LF)	3	1.5	31 23 - (LF)	3	1.5	31 23 - (LF)	3	1.5	31 23 - (LF)	3	1.5	4.5		
P Couplers/Steel Plates																					05 12 - (GL)	6	1	20	
Positional Couplers																					05 12 - (GL)	5	1	2	
Custom Labour 4																							0	0	0
TOTALS																									

Comments

Employee Signature:	Date:
Supervisor Signature:	Date:



Clark Construction Management Inc.
387124 20th Sideroad, Mono, ON L9W 6V5
(519) 942-8622

ONE FLOOR HOURLY TIME SHEET

EMPLOYEE NAME:	EMPLOYEE NUMBER:	POSITION:	LOCATION:
UNION CARD NUMBER:	SUPERVISOR:	WEEK:	One Floor West

Labour Description	Saturday		Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Total Hours	OT Hours	D.OT Hours
	Code	Reg	OT	D.OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code			
00 01 Construction Equipment																	
00 02 Hoarding																	
00 03 Temporary Power																	
00 04 Weather Expenses																	
00 05 Street Occupancy																	
01 74 Construction Cleaning																	
02 40 Demolition																	
03 00 Forming & Concrete (Below Grade)																	
03 01 Forming & Concrete (Podium)																	
03 02 Forming & Concrete (Above Grade)																	
04 03 Heritage Masonry																	
04 22 Concrete Unit Masonry																	
05 00 Misc Metals																	

Labour Description	Saturday		Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Total Hours	OT Hours	D.OT Hours
	Code	Reg	OT	D.OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code			
Stairs & Ladders															0	0	0
Safety - Fence															0	0	0
Safety - Misc.															0	0	0
Clean Up															0	0	0
Flagging					03 00 - (FG)	9		31 23 - (FG)	9	31 23 - (FG)	9	31 23 - (FG)	9	31 23 - (FG)	8	0	0
Misc. Carpentry															0	0	0
Heating															0	0	0
Hoarding & Temp. Encl.															0	0	0
Equipment Operators															0	0	0
Heritage Facade															0	0	0
Crane Swamper															0	0	0
Stone Slingers															0	0	0
Custom Labour 2															0	0	0
Custom Labour 3															0	0	0
Custom Labour 4															0	0	0
TOTALS															44	0	0

Comments:

Employee Signature:	Date:
Supervisor Signature:	Date:



Clark Construction Management Inc.
387124 20th Sideroad, Mono, ON L9W 6V5
(519) 942-8622

ONE FLOOR HOURLY TIMESHEET

EMPLOYEE NAME: [REDACTED] EMPLOYEE NUMBER: [REDACTED] POSITION: Labourer LOCATION: One Floor West
 UNION CARD NUMBER: [REDACTED] SUPERVISOR: [REDACTED] WEEK: July 20 - 26, 2019

CODE-LEGEND

Code	Description	Sunday			Monday			Tuesday			Wednesday			Thursday			Friday					
		Reg	OT	D.OT	Code	Reg	OT	D.OT	Code	Reg	OT	D.OT	Code	Reg	OT	D.OT	Code	Reg	OT	D.OT		
05 12	Construction Equipment																					
06 22	Hoarding																					
07 10	Temporary Power																					
07 20	Weather Expenses																					
07 41	Street Occupancy																					
07 80	Construction Cleaning																					
07 81	Demolition																					
08 10	Forming & Concrete (Below Grade)																					
08 33	Forming & Concrete (Podium)																					
08 26	Forming & Concrete (Above Grade)																					
08 50	Heritage Masonry																					
09 20	Concrete Unit Masonry																					
09 30	Misc Metals																					

Labour Description	Saturday			Sunday			Monday			Tuesday			Wednesday			Thursday			Friday			Total Hours	OT Hours	D.OT Hours
	Code	Reg	OT	D.OT	Code	Reg	OT	D.OT	Code	Reg	OT	D.OT	Code	Reg	OT	D.OT	Code	Reg	OT	D.OT				
Stairs & Ladders																								
Safety - Fence																								
Safety - Misc.																								
Clean Up																								
Flagging																								
Misc. Carpentry																								
Heating																								
Hoarding & Temp. Encl.																								
Equipment Operators																								
Heritage Facade																								
Crane Swamper																								
Stone Slingers																								
Custom Labour 2																								
Custom Labour 3																								
Custom Labour 4																								
TOTALS																								

Comments

Employee Signature: _____ Date: _____
 Supervisor Signature: _____ Date: _____



Clark Construction Management Inc.
387124 20th Sideroad, Mono, ON L9W 6V5
(519) 942-8622

ONE FLOOR HOURLY TIME SHEET

EMPLOYEE NAME:	EMPLOYEE NUMBER:	POSITION:	LABOURER	LOCATION:	One Floor West
UNION CARD NUMBER:	SUPERVISOR:	WEEK:	Aug 3 - 9, 2019		

CODE LEGEND

Labour Description	Saturday			Sunday			Monday			Tuesday			Wednesday			Thursday			Friday			Total Hours	OT Hours	D.OT Hours
	Code	Reg	OT	Code	Reg	D.OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT						
00 01 Construction Equipment																								
00 02 Hoarding																								
00 03 Temporary Power																								
00 04 Weather Expenses																								
00 05 Street Occupancy																								
01 74 Construction Cleaning																								
02 40 Demolition																								
03 00 Forming & Concrete (Below Grade)																								
03 01 Forming & Concrete (Podium)																								
03 02 Forming & Concrete (Above Grade)																								
04 03 Heritage Masonry																								
04 22 Concrete Unit Masonry																								
05 00 Misc Metals																								
05 12 Structural Steel																								
06 22 Millwork																								
07 10 Below Grade Waterproofing																								
07 20 Thermal Protection																								
07 41 Roof Panels & Above Grade Waterproofing																								
07 80 Fire and Smoke Protection																								
07 81 Applied Fireproofing																								
08 10 Doors and Frames																								
08 33 Overhead Coiling Doors																								
08 26 Structural Glazing																								
08 50 Exterior Building Envelope System																								
09 20 Plaster and Gypsum Board																								
09 30 Tiling																								
09 60 Flooring																								
09 90 Painting and Coating																								
10 00 Specialties																								
10 28 Toilet, Bath, and Laundry Accessories																								
11 00 Equipment (Misc)																								
11 11 Vehicle and Pedestrian Equipment																								
11 30 Residential Equipment																								
11 81 Facade Access Equipment																								
12 30 Kitchen and Bath Cabinets																								
12 36 Countertops																								
12 93 Bicycle Racks																								
13 11 Swimming Pools																								
13 15 Specialty Element Construction (TMD)																								
14 20 Elevators																								
22 00 Plumbing																								
23 00 Mechanical (Commercial)																								
26 00 Mechanical (Residential)																								
28 00 Electronic Safety and Security																								
31 23 Excavation and Fill																								
31 19 Dewatering																								
31 40 Shoring																								
32 00 Exterior Improvements																								
33 41 Subdrainage																								
41 22-1 Gantry Crane (YG23008)																								
41 22-2 Tower Crane (Liebherr)																								
41 23 Hoists																								

Labour Description	Saturday			Sunday			Monday			Tuesday			Wednesday			Thursday			Friday			Total Hours	OT Hours	D.OT Hours
	Code	Reg	OT	Code	Reg	D.OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT						
Stairs & Ladders																								
Safety - Fence																								
Safety - Misc.																								
Clean Up																								
Flagging																								
Misc. Carpentry																								
Heating																								
Hoarding & Temp. Encl.																								
Equipment Operators																								
Heritage Facade																								
Crane Swamper																								
Stone Slingers																								
Custom Labour 2																								
Custom Labour 3																								
Custom Labour 4																								
TOTALS																								

Comments:

Employee Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____



Clark Construction Management Inc.
387124 20th Sideroad, Mono, ON L9W 6V5
(519) 942-8622

ONE FLOOR HOURLY TIME SHEET

EMPLOYEE NAME:	EMPLOYEE NUMBER:	POSITION:	LOCATION:
UNION CARD NUMBER:	SUPERVISOR:	WEEK:	One Floor West

Labour Description	Sunday							Monday			Tuesday			Wednesday			Thursday			Friday			Total Hours	OT Hours	D.OT Hours																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												
	Code	Reg	OT	D.OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		
	05 12 Construction Equipment							09 60 Flooring and Coating			14 20 Elevators			22 00 Plumbing			23 00 Mechanical (Commercial)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
00 01	00 02	00 03	00 04	00 05	00 06	00 07	00 08	00 09	00 10	00 11	00 12	00 13	00 14	00 15	00 16	00 17	00 18	00 19	00 20	00 21	00 22	00 23	00 24	00 25	00 26	00 27	00 28	00 29	00 30	00 31	00 32	00 33	00 34	00 35	00 36	00 37	00 38	00 39	00 40	00 41	00 42	00 43	00 44	00 45	00 46	00 47	00 48	00 49	00 50	00 51	00 52	00 53	00 54	00 55	00 56	00 57	00 58	00 59	00 60	00 61	00 62	00 63	00 64	00 65	00 66	00 67	00 68	00 69	00 70	00 71	00 72	00 73	00 74	00 75	00 76	00 77	00 78	00 79	00 80	00 81	00 82	00 83	00 84	00 85	00 86	00 87	00 88	00 89	00 90	00 91	00 92	00 93	00 94	00 95	00 96	00 97	00 98	00 99	00 100	00 101	00 102	00 103	00 104	00 105	00 106	00 107	00 108	00 109	00 110	00 111	00 112	00 113	00 114	00 115	00 116	00 117	00 118	00 119	00 120	00 121	00 122	00 123	00 124	00 125	00 126	00 127	00 128	00 129	00 130	00 131	00 132	00 133	00 134	00 135	00 136	00 137	00 138	00 139	00 140	00 141	00 142	00 143	00 144	00 145	00 146	00 147	00 148	00 149	00 150	00 151	00 152	00 153	00 154	00 155	00 156	00 157	00 158	00 159	00 160	00 161	00 162	00 163	00 164	00 165	00 166	00 167	00 168	00 169	00 170	00 171	00 172	00 173	00 174	00 175	00 176	00 177	00 178	00 179	00 180	00 181	00 182	00 183	00 184	00 185	00 186	00 187	00 188	00 189	00 190	00 191	00 192	00 193	00 194	00 195	00 196	00 197	00 198	00 199	00 200	00 201	00 202	00 203	00 204	00 205	00 206	00 207	00 208	00 209	00 210	00 211	00 212	00 213	00 214	00 215	00 216	00 217	00 218	00 219	00 220	00 221	00 222	00 223	00 224	00 225	00 226	00 227	00 228	00 229	00 230	00 231	00 232	00 233	00 234	00 235	00 236	00 237	00 238	00 239	00 240	00 241	00 242	00 243	00 244	00 245	00 246	00 247	00 248	00 249	00 250	00 251	00 252	00 253	00 254	00 255	00 256	00 257	00 258	00 259	00 260	00 261	00 262	00 263	00 264	00 265	00 266	00 267	00 268	00 269	00 270	00 271	00 272	00 273	00 274	00 275	00 276	00 277	00 278	00 279	00 280	00 281	00 282	00 283	00 284	00 285	00 286	00 287	00 288	00 289	00 290	00 291	00 292	00 293	00 294	00 295	00 296	00 297	00 298	00 299	00 300	00 301	00 302	00 303	00 304	00 305	00 306	00 307	00 308	00 309	00 310	00 311	00 312	00 313	00 314	00 315	00 316	00 317	00 318	00 319	00 320	00 321	00 322	00 323	00 324	00 325	00 326	00 327	00 328	00 329	00 330	00 331	00 332	00 333	00 334	00 335	00 336	00 337	00 338	00 339	00 340	00 341	00 342	00 343	00 344	00 345	00 346	00 347	00 348	00 349	00 350	00 351	00 352	00 353	00 354	00 355	00 356	00 357	00 358	00 359	00 360	00 361	00 362	00 363	00 364	00 365	00 366	00 367	00 368	00 369	00 370	00 371	00 372	00 373	00 374	00 375	00 376	00 377	00 378	00 379	00 380	00 381	00 382	00 383	00 384	00 385	00 386	00 387	00 388	00 389	00 390	00 391	00 392	00 393	00 394	00 395	00 396	00 397	00 398	00 399	00 400	00 401	00 402	00 403	00 404	00 405	00 406	00 407	00 408	00 409	00 410	00 411	00 412	00 413	00 414	00 415	00 416	00 417	00 418	00 419	00 420	00 421	00 422	00 423	00 424	00 425	00 426	00 427	00 428	00 429	00 430	00 431	00 432	00 433	00 434	00 435	00 436	00 437	00 438	00 439	00 440	00 441	00 442	00 443	00 444	00 445	00 446	00 447	00 448	00 449	00 450	00 451	00 452	00 453	00 454	00 455	00 456	00 457	00 458	00 459	00 460	00 461	00 462	00 463	00 464	00 465	00 466	00 467	00 468	00 469	00 470	00 471	00 472	00 473	00 474	00 475	00 476	00 477	00 478	00 479	00 480	00 481	00 482	00 483	00 484	00 485	00 486	00 487	00 488	00 489	00 490	00 491	00 492	00 493	00 494	00 495	00 496	00 497	00 498	00 499	00 500	00 501	00 502	00 503	00 504	00 505	00 506	00 507	00 508	00 509	00 510	00 511	00 512	00 513	00 514	00 515	00 516	00 517	00 518	00 519	00 520	00 521	00 522	00 523	00 524	00 525	00 526	00 527	00 528	00 529	00 530	00 531	00 532	00 533	00 534	00 535	00 536	00 537	00 538	00 539	00 540	00 541	00 542	00 543	00 544	00 545	00 546	00 547	00 548	00 549	00 550	00 551	00 552	00 553	00 554	00 555	00 556	00 557	00 558	00 559	00 560	00 561	00 562	00 563	00 564	00 565	00 566	00 567	00 568	00 569	00 570	00 571	00 572	00 573	00 574	00 575	00 576	00 577	00 578	00 579	00 580	00 581	00 582	00 583	00 584	00 585	00 586	00 587	00 588	00 589	00 590	00 591	00 592	00 593	00 594	00 595	00 596	00 597	00 598	00 599	00 600	00 601	00 602	00 603	00 604	00 605	00 606	00 607	00 608	00 609	00 610	00 611	00 612	00 613	00 614	00 615	00 616	00 617	00 618	00 619	00 620	00 621	00 622	00 623	00 624	00 625	00 626	00 627	00 628	00 629	00 630	00 631	00 632	00 633	00 634	00 635	00 636	00 637	00 638	00 639	00 640	00 641	00 642	00 643	00 644	00 645	00 646	00 647	00 648	00 649	00 650	00 651	00 652	00 653	00 654	00 655	00 656	00 657	00 658	00 659	00 660	00 661	00 662	00 663	00 664	00 665	00 666	00 667	00 668	00 669	00 670	00 671	00 672	00 673	00 674	00 675	00 676	00 677	00 678	00 679	00 680	00 681	00 682	00 683	00 684	00 685	00 686	00 687	00 688	00 689	00 690	00 691	00 692	00 693	00 694	00 695	00 696	00 697	00 698	00 699	00 700	00 701	00 702	00 703	00 704	00 705	00 706	00 707	00 708	00 709	00 710	00 711	00 712	00 713	00 714	00 715	00 716	00 717	00 718	00 719	00 720	00 721	00 722	00 723	00 724	00 725	00 726	00 727	00 728	00 729	00 730	00 731	00 732	00 733	00 734	00 735	00 736	00 737	00 738	00 739	00 740	00 741	00 742	00 743	00 744	00 745	00 746	00 747	00 748	00 749	00 750	00 751	00 752	00 753	00 754	00 755	00 756	00 757	00 758	00 759	00 760	00 761	00 762	00 763	00 764	00 765	00 766	00 767	00 768	00 769	00 770	00 771	00 772	00 773	00 774	00 775	00 776	00 777	00 778	00 779	00 780	00 781	00 782	00 783	00 784	00 785	00 786	00 787	00 788	00 789	00 790	00 791	00 792	00 793	00 794	00 795	00 796	00 797	00 798	00 799	00 800	00 801	00 802	00 803	00 804	00 805	00 806	00 807	00 808	00 809	00 810	00 811	00 812	00 813	00 814	00 815	00 816	00 817	00 818	00 819	00 820	00 821	00 822	00 823	00 824	00 825	00 826	00 827	00 828	00 829	00 830	00 831	00 832	00 833	00 834	00 835	00 836	00 837	00 838	00 839	00 840	00 841	00 842	00 843	00 844	00 845	00 846	00 847	00 848	00 849	00 850	00 851	00 852	00 853	00 854	00 855	00 856	00 857	00 858	00 859	00 860	00 861	00 862	00 863	00 864	00 865	00 866	00 867	00 868	00 869	00 870	00 871	00 872	00 873	00 874	00 875	00 876	00 877	00 878	00 879	00 880	00 881	00 882	00 883	00 884	00 885	00 886	00 887	00 888	00 889	00 890	00 891	00 892	00 893	00 894	00 895	00 896	00 897	00 898	00 899	00 900	00 901	00 902	00 903	00 904	00 905	00 906	00 907	00 908	00 909	00 910	00 911	00 912	00 913	00 914	00 915	00 916	00 917	00 918	00 919	00 920	00 921	00 922	00 923	00 924	00 925	00 926	00 927	00 928	00 929	00 930	00 931	00 932	00 933	00 934	00 935	00 936	00 937	00 938	00 939	00 940	00 941	00 942	00 943	00 944	00 945	00 946	00 947	00 948	00 949	00 950	00 951	00 952	00 953	00 954	00 955	00 956	00 957	00 958	00 959	00 960	00 961	00 962	00 963	00 964	00 965	00 966	00 967	00 968	00 969	00 970	00 971	00 972	00 973	00 974	00 975	00 976	00 977	00 978	00 979	00 980	00 981	00 982



Clark Construction Management Inc.
387124 20th Sideroad, Mono, ON L9W 6V5
(519) 942-8622

ONE FLOOR HOURLY TIME SHEET

EMPLOYEE NAME:	EMPLOYEE NUMBER:	POSITION:	LOCATION:
UNION CARD NUMBER: 4108080	SUPERVISOR:	General Labourer	One Floor West
		July 13 - 19, 2019	
		WEEK:	

CODE LEGEND

Code	Description	05 12	06 22	07 10	07 20	07 41	07 80	07 81	08 10	08 33	08 26	08 50	09 20	09 30
00 01	Construction Equipment													
00 02	Hoarding													
00 03	Temporary Power													
00 04	Weather Expenses													
00 05	Street Occupancy													
01 74	Construction Cleaning													
02 40	Demolition													
03 00	Forming & Concrete (Below Grade)													
03 01	Forming & Concrete (Podium)													
03 02	Forming & Concrete (Above Grade)													
04 03	Heritage Masonry													
04 22	Concrete Unit Masonry													
05 00	Misc Metals													

Labour Description	Saturday		Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Total Hours	OT Hours	D.OT Hours		
	Code	Reg	OT	D.OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code				Reg	OT
Stairs & Ladders															0	0	0		
Safety - Fence															0	0	0		
Safety - Misc.															0	0	0		
Clean Up															0	0	0		
Flagging	31 23 - (FG)			7				31 23 - (FG)	9	1	31 23 - (FG)	9			18	1	7		
Misc. Carpentry															0	0	0		
Heating															0	0	0		
Hoarding & Temp. Encl.															0	0	0		
Equipment Operators															0	0	0		
Heritage Facade															0	0	0		
Dewatering															0	0	0		
Crane Erection															0	0	0		
Custom Labour 2															0	0	0		
Custom Labour 3															0	0	0		
Custom Labour 4															0	0	0		
TOTALS															18	1	7		

Comments	
Employee Signature:	Date:
Supervisor Signature:	Date:



Clark Construction Management Inc.
387124 20th Sideroad, Mono, ON L9W 6V5
(519) 942-8622

ONE BLOOR HOURLY TIME SHEET

EMPLOYEE NAME:	EMPLOYEE NUMBER:	POSITION:	LOCATION:
UNION CARD NUMBER: 4108080	SUPERVISOR:	General Labourer	One Bloor West
		Aug 10 - 16, 2019	

Labour Description	Saturday		Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Total Hours	OT Hours	D.OT Hours
	Code	Reg	OT	D.OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code			
00 01 Construction Equipment																	
00 02 Hoarding																	
00 03 Temporary Power																	
00 04 Weather Expenses																	
00 05 Street Occupancy																	
01 74 Construction Cleaning																	
02 40 Demolition																	
03 00 Forming & Concrete (Below Grade)																	
03 01 Forming & Concrete (Podium)																	
03 02 Forming & Concrete (Above Grade)																	
04 03 Heritage Masonry																	
04 22 Concrete Unit Masonry																	
05 00 Misc Metals																	

Labour Description	Saturday		Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Total Hours	OT Hours	D.OT Hours
	Code	Reg	OT	D.OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code			
05 12 Structural Steel																	
06 22 Millwork																	
07 10 Below Grade Waterproofing																	
07 20 Thermal Protection																	
07 41 Roof Panels & Above Grade Waterproofing																	
07 80 Fire and Smoke Protection																	
07 81 Applied Fireproofing																	
08 10 Doors and Frames																	
08 33 Overhead Coiling Doors																	
08 26 Structural Glazing																	
08 50 Exterior Building Envelope System																	
09 20 Plaster and Gypsum Board																	
09 30 Tiling																	
09 60 Flooring																	
09 90 Painting and Coating																	
10 00 Specialties																	
10 28 Toilet, Bath, and Laundry Accessories																	
11 00 Equipment (Misc)																	
11 11 Vehicle and Pedestrian Equipment																	
11 30 Residential Equipment																	
11 81 Façade Access Equipment																	
12 30 Kitchen and Bath Cabinets																	
12 36 Countertops																	
12 93 Bicycle Racks																	
13 11 Swimming Pools																	
13 15 Speciality Element Construction (TMD)																	
14 20 Elevators																	
22 00 Plumbing																	
23 00 Mechanical (Commercial)																	
26 00 Mechanical (Residential)																	
28 00 Electronic Safety and Security																	
31 23 Excavation and Fill																	
31 19 Dewatering																	
31 40 Shoring																	
32 00 Exterior Improvements																	
33 41 Subdrainage																	
41 22-1 Gantry Crane (TG2300B)																	
41 22-2 Tower Crane (Liebherr)																	
41 23 Hoists																	
01 00 - (GL)					9												
01 00 - (FG)																	
01 00 - (FG)																	
03 00 - (GL)																	
03 00 - (FG)																	
03 00 - (FG)																	
03 00 - (FG)																	
TOTALS					9	0	0	0	7	0	0	9	0	9	0	42	0

Comments	
Employee Signature:	Date:
Supervisor Signature:	Date:



Clark Construction Management Inc.
387124 20th Sideroad, Mono, ON L9W 6V5
(519) 942-8622

ONE FLOOR HOURLY TIME SHEET

EMPLOYEE NAME:	EMPLOYEE NUMBER:	POSITION:	LOCATION:	WEEK:							
				Aug 10 - 16, 2019							
UNION CARD NUMBER:	SUPERVISOR:	General Labourer				One Floor West					
CODE LEGEND											
00 01 Construction Equipment	05 12 Structural Steel	09 60 Flooring	14 20 Elevators								
00 02 Hoarding	06 22 Millwork	09 90 Painting and Coating	22 00 Plumbing								
00 03 Temporary Power	07 10 Below Grade Waterproofing	10 00 Specialties	23 00 Mechanical (Commercial)								
00 04 Weather Expenses	07 20 Thermal Protection	10 28 Toilet, Bath, and Laundry Accessories	26 00 Mechanical (Residential)								
00 05 Street Occupancy	07 41 Roof Panels & Above Grade Waterproofing	11 00 Equipment (Misc)	28 00 Electronic Safety and Security								
01 74 Construction Cleaning	07 80 Fire and Smoke Protection	11 11 Vehicle and Pedestrian Equipment	31 23 Excavation and Fill								
02 40 Demolition	07 81 Applied Fireproofing	11 30 Residential Equipment	31 19 Dewatering								
03 00 Forming & Concrete (Below Grade)	08 10 Doors and Frames	11 81 Façade Access Equipment	31 40 Shoring								
03 01 Forming & Concrete (Podium)	08 33 Overhead Coiling Doors	12 30 Kitchen and Bath Cabinets	32 00 Exterior Improvements								
03 02 Forming & Concrete (Above Grade)	08 26 Structural Glazing	12 36 Countertops	33 41 Subdrainage								
04 03 Heritage Masonry	08 50 Exterior Building Envelope System	12 93 Bicycle Racks	41 22-1 Gantry Crane (TG2300B)								
04 22 Concrete Unit Masonry	09 20 Plaster and Gypsum Board	13 11 Swimming Pools	41 22-2 Tower Crane (Liebherr)								
05 00 Misc Metals	09 30 Tiling	13 15 Specialty Element Construction (TMD)	41 23 Hoists								
Labour Description	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Total Hours	OT Hours	D.OT Hours	
	Code Reg OT D.OT	Code Reg OT D.OT	Code Reg OT	Code Reg OT	Code Reg OT	Code Reg OT	Code Reg OT				
Stairs & Ladders								0	0	0	
Safety - Fence								0	0	0	
Safety - Misc.								0	0	0	
Clean Up								0	0	0	
Flagging			03 00 - (FG) 9 1	03 00 - (FG) 9 2	03 00 (FG) 9	03 00 - (FG) 9 0.5	03 00 - (FG) 8 0.5	44	4	0	
Misc. Carpentry								0	0	0	
Heating								0	0	0	
Hoarding & Temp. Encl.								0	0	0	
Equipment Operators								0	0	0	
Heritage Facade								0	0	0	
Dewatering								0	0	0	
Backfill Clearstone				31 23 - (FG) 1				0	1	0	
Custom Labour 2								0	0	0	
Custom Labour 3								0	0	0	
Custom Labour 4								0	0	0	
TOTALS	0 0 0 0	0 0 0 0	9 1	9 3	9 0	9 0.5	8 0.5	44	5	0	
Comments											
Employee Signature:							Date:				
Supervisor Signature:							Date:				



Clark Construction Management Inc.
387124 20th Sideroad, Mono, ON L9W 6V5
(519) 942-8622

ONE FLOOR HOURLY TIME SHEET

EMPLOYEE NAME:	EMPLOYEE NUMBER:	POSITION:	LOCATION:
UNION CARD NUMBER:	SUPERVISOR:	WEEK:	One Floor West
4363881		July 20 - 26, 2019	Handyman

CODE LEGEND

Labour Description	Saturday			Sunday			Monday			Tuesday			Wednesday			Thursday			Friday			
	Code	Reg	D.OT	Code	Reg	D.OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	
00 01 Construction Equipment	05 12			Structural Steel			09 60			Flooring			14 20			Elevators			22 00			
00 02 Hoarding	06 22			Millwork			09 90			Painting and Coating			22 00			Plumbing			23 00			
00 03 Temporary Power	07 10			Below Grade Waterproofing			10 00			Specialties			23 00			Mechanical (Commercial)			26 00			
00 04 Weather Expenses	07 20			Thermal Protection			10 28			Toilet, Bath, and Laundry Accessories			28 00			Mechanical (Residential)			28 00			
00 05 Street Occupancy	07 41			Roof Panels & Above Grade Waterproofing			11 00			Equipment (Misc)			31 23			Excavation and Security			31 19			
01 74 Construction Cleaning	07 80			Fire and Smoke Protection			11 11			Vehicle and Pedestrian Equipment			31 19			Excavation and Fill			31 40			
02 40 Demolition	07 81			Applied Fireproofing			11 30			Residential Equipment			31 40			Dewatering			32 00			
03 00 Forming & Concrete (Below Grade)	08 10			Doors and Frames			11 81			Façade Access Equipment			33 41			Shoring			33 41			
03 01 Forming & Concrete (Podium)	08 33			Overhead Coiling Doors			12 30			Kitchen and Bath Cabinets			41 22-1			Exterior Improvements			41 22-1			
03 02 Forming & Concrete (Above Grade)	08 26			Structural Glazing			12 36			Countertops			41 22-2			Subdrainage			41 22-2			
04 03 Heritage Masonry	08 50			Exterior Building Envelope System			12 93			Bicycle Racks			41 23			Gantry Crane (TG2300B)			41 23			
04 22 Concrete Unit Masonry	09 20			Plaster and Gypsum Board			13 11			Swimming Pools						Tower Crane (Liebherr)						
05 00 Misc Metals	09 30			Tiling			13 15			Specialty Element Construction (TMD)						Hoists						

Labour Description	Saturday			Sunday			Monday			Tuesday			Wednesday			Thursday			Friday			Total Hours	OT Hours	D.OT Hours	
	Code	Reg	D.OT	Code	Reg	D.OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT				
Stairs & Ladders																									
Safety - Fence																									
Safety - Misc.																									
Clean Up																									
Flagging										03 00 (FG)	9														
Misc. Carpentry										03 00 (FG)	9														
Heating																									
Hoarding & Temp. Encl.																									
Equipment Operators																									
Heritage Facade																									
Dewatering																									
Stone slingers																									
Custom Labour 2																									
Custom Labour 3																									
Custom Labour 4																									
TOTALS																									

Comments:

Employee Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____



Clark Construction Management Inc.
387124 20th Sideroad, Mono, ON L9W 6V5
(519) 942-8622

ONE FLOOR HOURLY TIME SHEET

EMPLOYEE NAME:	EMPLOYEE NUMBER:	POSITION:	LOCATION:
UNION CARD NUMBER: 4363881	SUPERVISOR:	Handyman	One Floor West
		Aug 3 - 9, 2019	

CODE LEGEND

Code	Description	Code	Description	Code	Description	Code	Description
00 01	Construction Equipment	09 60	Flooring	14 20	Elevators		
00 02	Hoarding	09 90	Painting and Coating	22 00	Plumbing		
00 03	Temporary Power	10 00	Specialties	23 00	Mechanical (Commercial)		
00 04	Weather Expenses	10 28	Toilet, Bath, and Laundry Accessories	26 00	Mechanical (Residential)		
00 05	Street Occupancy	11 00	Equipment (Misc)	28 00	Electronic Safety and Security		
01 74	Construction Cleaning	11 11	Vehicle and Pedestrian Equipment	31 23	Excavation and Fill		
02 40	Demolition	11 30	Residential Equipment	31 19	Dewatering		
03 00	Forming & Concrete (Below Grade)	11 81	Facade Access Equipment	31 40	Shoring		
03 01	Forming & Concrete (Podium)	12 30	Kitchen and Bath Cabinets	32 00	Exterior Improvements		
03 02	Forming & Concrete (Above Grade)	12 36	Countertops	33 41	Subdrainage		
04 03	Heritage Masonry	12 93	Bicycle Racks	41 22-1	Gantry Crane (TG23008)		
04 22	Concrete Unit Masonry	13 11	Swimming Pools	41 22-2	Tower Crane (Liebherr)		
05 00	Misc Metals	13 15	Specialty Element Construction (TMD)	41 23	Hoists		

Labour Description	Saturday			Sunday			Monday			Tuesday			Wednesday			Thursday			Friday			Total Hours	OT Hours	D.OT Hours
	Code	Reg	OT	D.OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT					
Stairs & Ladders																					0	0	0	
Safety - Fence																						0	0	0
Safety - Misc.																						0	0	0
Clean Up																						0	0	0
Flagging																						0	0	0
Misc. Carpentry																						18	0	0
Heating																						0	0	0
Hoarding & Temp. Encl.																						0	0	0
Equipment Operators																						0	0	0
Heritage Facade																						0	0	0
Dewatering																						0	0	0
Stone slingers																						0	0	0
Custom Labour 2																						0	0	0
Custom Labour 3																						0	0	0
Custom Labour 4																						0	0	0
TOTALS																						0	18	0

Comments:

Employee Signature:	Date:
Supervisor Signature:	Date:



Clark Construction Management Inc.
387124 20th Sideroad, Mono, ON L9W 6V5
(519) 942-8622

ONE FLOOR HOURLY TIME SHEET

EMPLOYEE NAME:	EMPLOYEE NUMBER:	POSITION:	LOCATION:
UNION CARD NUMBER:	SUPERVISOR:	WEEK:	One Floor West

CODE LEGEND

Code	Description	Code	Description	Code	Description	Code	Description	Code	Description	Code	Description
00 01	Construction Equipment	05 12	Structural Steel	09 60	Flooring	14 20	Elevators				
00 02	Hoarding	06 22	Millwork	09 90	Painting and Coating	22 00	Plumbing				
00 03	Temporary Power	07 10	Below Grade Waterproofing	10 00	Specialties	23 00	Mechanical (Commercial)				
00 04	Weather Expenses	07 20	Thermal Protection	10 28	Toilet, Bath, and Laundry Accessories	26 00	Mechanical (Residential)				
00 05	Street Occupancy	07 41	Roof Panels & Above Grade Waterproofing	11 00	Equipment (Misc)	28 00	Electronic Safety and Security				
01 74	Construction Cleaning	07 80	Fire and Smoke Protection	11 11	Vehicle and Pedestrian Equipment	31 23	Excavation and Fill				
02 40	Demolition	07 81	Applied Fireproofing	11 30	Residential Equipment	31 19	Dewatering				
03 00	Forming & Concrete (Below Grade)	08 10	Doors and Frames	11 81	Facade Access Equipment	31 40	Shoring				
03 01	Forming & Concrete (Podium)	08 33	Overhead Coiling Doors	12 30	Kitchen and Bath Cabinets	32 00	Exterior Improvements				
03 02	Forming & Concrete (Above Grade)	08 26	Structural Glazing	12 36	Countertops	33 41	Subdrainage				
04 03	Heritage Masonry	08 50	Exterior Building Envelope System	12 93	Bicycle Racks	41 22-1	Gantry Crane (TG23008)				
04 22	Concrete Unit Masonry	09 20	Plaster and Gypsum Board	13 11	Swimming Pools	41 22-2	Tower Crane (Liebherr)				
05 00	Misc Metals	09 30	Tiling	13 15	Specialty Element Construction (TMD)	41 23	Hoists				

Labour Description	Saturday			Sunday			Monday			Tuesday			Wednesday			Thursday			Friday			Total Hours	OT Hours	D.OT Hours		
	Code	Reg	OT	D.OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT							
Stairs & Ladders																										
Safety - Fence																										
Safety - Misc.																										
Clean Up																										
Flagging								03 00 - (FG)	9	0.5																
Flagging								31 23 - (FG)	4																	
Heating																										
Hoarding & Temp. Encl.																										
Equipment Operators																										
Dewatering																										
Crane Swamper																										
Skip Buckets																										
Custom Labour 2																										
Custom Labour 3																										
Custom Labour 4																										
TOTALS																										

Comments:

Employee Signature:	Date:
Supervisor Signature:	Date:



Clark Construction Management Inc.
387124 20th Sideroad, Mono, ON L5W 6V5
(519) 942-8622

ONE FLOOR HOURLY TIME SHEET

EMPLOYEE NAME:	EMPLOYEE NUMBER:	POSITION:	LOCATION:
UNION CARD NUMBER:	SUPERVISOR:	WEEK:	Aug 3 - 9, 2019
			One Floor West

CODE/LEGEND

00 01	Construction Equipment	05 12	Structural Steel	09 60	Flooring	14 20	Elevators
00 02	Hoarding	06 22	Millwork	09 90	Painting and Coating	22 00	Plumbing
00 03	Temporary Power	07 10	Below Grade Waterproofing	10 00	Specialties	23 00	Mechanical (Commercial)
00 04	Weather Expenses	07 20	Thermal Protection	10 28	Toilet, Bath, and Laundry Accessories	26 00	Mechanical (Residential)
00 05	Street Occupancy	07 41	Roof Panels & Above Grade Waterproofing	11 00	Equipment (Misc)	28 00	Electronic Safety and Security
01 74	Construction Cleaning	07 80	Fire and Smoke Protection	11 11	Vehicle and Pedestrian Equipment	31 23	Excavation and Fill
02 40	Demolition	07 81	Applied Fireproofing	11 30	Residential Equipment	31 19	Dewatering
03 00	Forming & Concrete (Below Grade)	08 10	Doors and Frames	11 81	Facade Access Equipment	31 40	Shoring
03 01	Forming & Concrete (Podium)	08 33	Overhead Coiling Doors	12 30	Kitchen and Bath Cabinets	32 00	Exterior Improvements
03 02	Forming & Concrete (Above Grade)	08 26	Structural Glazing	12 36	Countertops	33 41	Subdrainage
04 03	Heritage Masonry	08 50	Exterior Building Envelope System	12 93	Bicycle Racks	41 22-1	Gantry Crane (TG23008)
04 22	Concrete Unit Masonry	09 20	Plaster and Gypsum Board	13 11	Swimming Pools	41 22-2	Tower Crane (Liebherr)
05 00	Misc. Metals	09 30	Tiling	13 15	Specialty Element Construction (TMD)	41 23	Hoists

Labour Description	Saturday		Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Total Hours	OT Hours	D.OT Hours
	Code	Reg	OT	D.OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code			
Stairs & Ladders															0	0	0
Safety - Fence															0	0	0
Safety - Misc.															0	0	0
Clean Up															3	0	0
Flagging															7	3	0
Flagging															0	0	0
Heating															0	0	0
Hoarding & Temp. Encl.															0	0	0
Equipment Operators															0	0	0
Dewatering															0	0	0
Crane Swamper															25	6.5	0
Skip Buckets															0	0	0
Custom Labour 2															0	0	0
Custom Labour 3															0	0	0
Custom Labour 4															0	0	0
TOTALS															35	9.5	0

Comments

Employee Signature:	Date:
Supervisor Signature:	Date:



Clark Construction Management Inc.
387124 20th Sideroad, Mono, ON L9W 6V5
(519) 942-8622

ONE BLOOR HOURLY TIME SHEET

EMPLOYEE NAME:	EMPLOYEE NUMBER:	POSITION:	Field Engineer	LOCATION:	One Bloor West				
						UNION CARD NUMBER:	WEEK:	July 20 26, 2019	
00 01 Construction Equipment	05 12 Structural Steel	09 60 Flooring	14 20 Elevators						
00 02 Hoarding	06 22 Millwork	09 90 Painting and Coating	22 00 Plumbing						
00 03 Temporary Power	07 10 Below Grade Waterproofing	10 00 Specialties	23 00 Mechanical (Commercial)						
00 04 Weather Expenses	07 20 Thermal Protection	10 28 Toilet, Bath, and Laundry Accessories	26 00 Mechanical (Residential)						
00 05 Street Occupancy	07 41 Roof Panels & Above Grade Waterproofing	11 00 Equipment (Misc)	28 00 Electronic Safety and Security						
01 74 Construction Cleaning	07 80 Fire and Smoke Protection	11 11 Vehicle and Pedestrian Equipment	31 23 Excavation and Fill						
02 40 Demolition	07 81 Applied Fireproofing	11 30 Residential Equipment	31 19 Dewatering						
03 00 Forming & Concrete (Below Grade)	08 10 Doors and Frames	11 81 Façade Access Equipment	31 40 Shoring						
03 01 Forming & Concrete (Podium)	08 33 Overhead Coiling Doors	12 30 Kitchen and Bath Cabinets	32 00 Exterior Improvements						
03 02 Forming & Concrete (Above Grade)	08 26 Structural Glazing	12 36 Countertops	33 41 Subdrainage						
04 03 Heritage Masonry	08 50 Exterior Building Envelope System	12 93 Bicycle Racks	41 22-1 Gantry Crane (TG2300B)						
04 22 Concrete Unit Masonry	09 20 Plaster and Gypsum Board	13 11 Swimming Pools	41 22-2 Tower Crane (Liebherr)						
05 00 Misc Metals	09 30 Tiling	13 15 Specialty Element Construction (TMD)	41 23 Hoists						
Labour Description	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Total Hours	OT Hours	D.OT Hours
Stairs & Ladders	Reg	Reg	Reg	Reg	Reg	Reg	0	0	0
Safety - Fence	OT	OT	OT	OT	OT	OT	0	0	0
Safety - Misc.	D.OT	D.OT	D.OT	D.OT	D.OT	D.OT	0	0	0
Clean Up	Code	Code	Code	Code	Code	Code	0	0	0
Flagging	Reg	Reg	Reg	Reg	Reg	Reg	0	0	0
Misc. Carpentry	OT	OT	OT	OT	OT	OT	0	0	0
Heating	D.OT	D.OT	D.OT	D.OT	D.OT	D.OT	0	0	0
Hoarding & Temp. Encl.	Code	Code	Code	Code	Code	Code	0	0	0
Equipment Operators	Reg	Reg	Reg	Reg	Reg	Reg	0	0	0
Heritage Façade	OT	OT	OT	OT	OT	OT	0	0	0
Crane Swamper	D.OT	D.OT	D.OT	D.OT	D.OT	D.OT	0	0	0
Stone Slingers	Code	Code	Code	Code	Code	Code	0	0	0
Custom Labour 2	Reg	Reg	Reg	Reg	Reg	Reg	0	0	0
Custom Labour 3	OT	OT	OT	OT	OT	OT	0	0	0
Field Engineer	D.OT	D.OT	D.OT	D.OT	D.OT	D.OT	0	0	0
TOTALS	0	0	0	0	0	0	44	0	0

Employee Signature:	Date:
Supervisor Signature:	Date:

Comments



Clark Construction Management Inc.
387124 20th Sideroad, Mono, ON L9W 6V5
(519) 942-8622

ONE BLOOR HOURLY TIME SHEET

EMPLOYEE NAME:	EMPLOYEE NUMBER:	POSITION:	LOCATION:
UNION CARD NUMBER:	SUPERVISOR:	WEEK:	One Bloor West

Labour Description	Saturday			Sunday			Monday			Tuesday			Wednesday			Thursday			Friday			Total Hours	OT Hours	D.OT Hours
	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT						
00 01 Construction Equipment	05 12			Structural Steel						09 60			Flooring			14 20			Elevators					
00 02 Hoarding	06 22			Millwork						09 90			Painting and Coating			22 00			Plumbing					
00 03 Temporary Power	07 10			Below Grade Waterproofing						10 00			Specialties			23 00			Mechanical (Commercial)					
00 04 Weather Expenses	07 20			Thermal Protection						10 28			Toilet, Bath, and Laundry Accessories			26 00			Mechanical (Residential)					
00 05 Street Occupancy	07 41			Roof Panels & Above Grade Waterproofing						11 00			Equipment (Misc)			28 00			Electronic Safety and Security					
01 74 Construction Cleaning	07 80			Fire and Smoke Protection						11 11			Vehicle and Pedestrian Equipment			31 23			Excavation and Fill					
02 40 Demolition	07 81			Applied Fireproofing						11 30			Residential Equipment			31 19			Dewatering					
03 00 Forming & Concrete (Below Grade)	08 10			Doors and Frames						11 81			Facade Access Equipment			31 40			Shoring					
03 01 Forming & Concrete (Podium)	08 33			Overhead Colling Doors						12 30			Kitchen and Bath Cabinets			32 00			Exterior Improvements					
03 02 Forming & Concrete (Above Grade)	08 26			Structural Glazing						12 36			Countertops			33 41			Subdrainage					
04 03 Heritage Masonry	08 50			Exterior Building Envelope System						12 93			Bicycle Racks			41 22-1			Gantry Crane (TG2300B)					
04 22 Concrete Unit Masonry	09 20			Plaster and Gypsum Board						13 11			Swimming Pools			41 22-2			Tower Crane (Liebherr)					
05 00 Misc Metals	09 30			Tiling						13 15			Specialty Element Construction (TMD)			41 23			Hoists					
Stairs & Ladders																								
Safety - Fence																								
Safety - Misc.																								
Clean Up																								
Flagging																								
Misc. Carpentry																								
Heating																								
Hoarding & Temp. Encl.																								
Equipment Operators																								
Heritage Facade																								
Crane Swamper																								
Stone Slingers																								
Custom Labour 2																								
Custom Labour 3																								
Field Engineer																								
TOTALS																								

Comments

Employee Signature:	Date:
Supervisor Signature:	Date:



Clark Construction Management Inc.
387124 20th Sideroad, Mono, ON L9W 6V5
(519) 942-8622

ONE FLOOR HOURLY TIMESHEET

EMPLOYEE NAME:	EMPLOYEE NUMBER:	POSITION:	LOCATION:	WEEK:																
				Field Engineer	One Floor West															
UNION CARD NUMBER:	SUPERVISOR:	July 13 - 19, 2019																		
00 01 Construction Equipment	05 12 Structural Steel	Flooring	14 20 Elevators																	
00 02 Hoarding	06 22 Millwork	Painting and Coating	22 00 Plumbing																	
00 03 Temporary Power	07 10 Below Grade Waterproofing	Specialties	23 00 Mechanical (Commercial)																	
00 04 Weather Expenses	07 20 Thermal Protection	Toilet, Bath, and Laundry Accessories	26 00 Mechanical (Residential)																	
00 05 Street Occupancy	07 41 Roof Panels & Above Grade Waterproofing	Equipment (Misc)	28 00 Electronic Safety and Security																	
01 74 Construction Cleaning	07 80 Fire and Smoke Protection	Vehicle and Pedestrian Equipment	31 23 Excavation and Fill																	
02 40 Demolition	07 81 Applied Fireproofing	Residential Equipment	31 19 Dewatering																	
03 00 Forming & Concrete (Below Grade)	08 10 Doors and Frames	Facade Access Equipment	31 40 Shoring																	
03 01 Forming & Concrete (Podium)	08 33 Overhead Colling Doors	Kitchen and Bath Cabinets	32 00 Exterior Improvements																	
03 02 Forming & Concrete (Above Grade)	08 26 Structural Glazing	Countertops	33 41 Subdrainage																	
04 03 Heritage Masonry	08 50 Exterior Building Envelope System	Bicycle Racks	41 22-1 Gantry Crane (TG2300B)																	
04 22 Concrete Unit Masonry	09 20 Plaster and Gypsum Board	Swimming Pools	41 22-2 Tower Crane (Liebherr)																	
05 00 Misc Metals	09 30 Tiling	Specialty Element Construction (TMD)	41 23 Hoists																	
Labour Description																				
		Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Total Hours	OT Hours	D.OT Hours										
Stairs & Ladders		Reg	Reg	Reg	Reg	Reg	Reg													
Safety - Fence		OT	OT	OT	OT	OT	OT													
Safety - Misc.		D.OT	D.OT	D.OT	D.OT	D.OT	D.OT													
Clean Up		Code	Code	Code	Code	Code	Code													
Flagging																				
Misc. Carpentry																				
Heating																				
Hoarding & Temp. Encl.																				
Equipment Operators																				
Heritage Facade																				
Crane Swamper																				
Stone Slingers																				
Custom Labour 2																				
Custom Labour 3																				
Field Engineer																				
TOTALS		0	0	0	0	9	0	9	0	0	0	0	0	0	0	0	0	0	0	0

Comments	
Employee Signature:	Date:
Supervisor Signature:	Date:



Clark Construction Management Inc.
387124 20th Sideroad, Mono, ON L9W 6V5
(519) 942-8622

ONE FLOOR HOURLY TIME SHEET

EMPLOYEE NAME:	EMPLOYEE NUMBER:	POSITION:	Field Engineer	LOCATION:	One Floor West																	
						UNION CARD NUMBER:	WEEK:	July 27 - Aug 2, 2019														
00 01 Construction Equipment	05 12 Structural Steel	09 60 Flooring	14 20 Elevators																			
00 02 Hoarding	06 22 Millwork	09 90 Painting and Coating	22 00 Plumbing																			
00 03 Temporary Power	07 10 Below Grade Waterproofing	10 00 Specialties	23 00 Mechanical (Commercial)																			
00 04 Weather Expenses	07 20 Thermal Protection	10 28 Toilet, Bath, and Laundry Accessories	26 00 Mechanical (Residential)																			
00 05 Street Occupancy	07 41 Roof Panels & Above Grade Waterproofing	11 00 Equipment (Misc)	28 00 Electronic Safety and Security																			
01 74 Construction Cleaning	07 80 Fire and Smoke Protection	11 11 Vehicle and Pedestrian Equipment	31 23 Excavation and Fill																			
02 40 Demolition	07 81 Applied Fireproofing	11 30 Residential Equipment	31 19 Dewatering																			
03 00 Forming & Concrete (Below Grade)	08 10 Doors and Frames	11 81 Façade Access Equipment	31 40 Shoring																			
03 01 Forming & Concrete (Podium)	08 33 Overhead Colling Doors	12 30 Kitchen and Bath Cabinets	32 00 Exterior Improvements																			
03 02 Forming & Concrete (Above Grade)	08 26 Structural Glazing	12 36 Countertops	33 41 Subdrainage																			
04 03 Heritage Masonry	08 50 Exterior Building Envelope System	12 93 Bicycle Racks	41 22-1 Gantry Crane (IG2300B)																			
04 22 Concrete Unit Masonry	09 20 Plaster and Gypsum Board	13 11 Swimming Pools	41 22-2 Tower Crane (Luebherr)																			
05 00 Misc Metals	09 30 Tiling	13 15 Specialty Element Construction (TMD)	41 23 Hoists																			
Labour Description	Saturday		Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Total Hours	OT Hours	D.OT Hours					
	Code	Reg	OT	D.OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code				Reg	OT			
Stairs & Ladders																						
Safety - Fence																						
Safety - Misc.																						
Clean Up																						
Flagging																						
Misc. Carpentry																						
Heating																						
Hoarding & Temp. Encl.																						
Equipment Operators																						
Heritage Facade																						
Crane Swamper																						
Stone Slingers																						
Custom Labour 2																						
Custom Labour 3																						
Field Engineer					03 01 - (GL)	9	2	03 01 - (GL)	9	1.5	03 01 - (GL)	9	2	03 01 - (GL)	9	1	03 01 - (GL)	8	44	6.5	0	
TOTALS						0	0		0	0	0	0	0	0	0	0	0	8	0	44	6.5	0

Comments

Employee Signature:	Date:
Supervisor Signature:	Date:

ONE BLOOR HOURLY TIME SHEET

Clark Construction Management Inc.
387124 20th Sideroad, Mono, ON L9W 6V5
(519) 942-8622

EMPLOYEE NAME:	EMPLOYEE NUMBER:	POSITION:	LOCATION:	Week:					
				Start Date	End Date				
UNION CARD NUMBER:	SUPERVISOR:	WEEK:	Aug 10 - 16, 2019	Field Engineer	One Bloor West				
00 01 Construction Equipment	05 12 Structural Steel	09 60 Flooring	14 20 Elevators						
00 02 Hoarding	06 22 Millwork	09 90 Painting and Coating	22 00 Plumbing						
00 03 Temporary Power	07 10 Below Grade Waterproofing	10 00 Specialties	23 00 Mechanical (Commercial)						
00 04 Weather Expenses	07 20 Thermal Protection	10 28 Toilet, Bath, and Laundry Accessories	26 00 Mechanical (Residential)						
00 05 Street Occupancy	07 41 Roof Panels & Above Grade Waterproofing	11 00 Equipment (Misc)	28 00 Electronic Safety and Security						
01 74 Construction Cleaning	07 80 Fire and Smoke Protection	11 11 Vehicle and Pedestrian Equipment	31 23 Excavation and Fill						
02 40 Demolition	07 81 Applied Fireproofing	11 30 Residential Equipment	31 19 Dewatering						
03 00 Forming & Concrete (Below Grade)	08 10 Doors and Frames	11 81 Facade Access Equipment	31 40 Shoring						
03 01 Forming & Concrete (Podium)	08 33 Overhead Coiling Doors	12 30 Kitchen and Bath Cabinets	32 00 Exterior Improvements						
03 02 Forming & Concrete (Above Grade)	08 26 Structural Glazing	12 36 Countertops	33 41 Subdrainage						
04 03 Heritage Masonry	08 50 Exterior Building Envelope System	12 93 Bicycle Racks	41 22-1 Gantry Crane (TG2300B)						
04 22 Concrete Unit Masonry	09 20 Plaster and Gypsum Board	13 11 Swimming Pools	41 22-2 Tower Crane (Liebherr)						
05 00 Misc Metals	09 30 Tiling	13 15 Specialty Element Construction (TMD)	41 23 Hoists						
Labour Description	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Total Hours	OT Hours	D.OT Hours
	Reg	Reg	Reg	Reg	Reg	Reg			
	OT	OT	OT	OT	OT	OT			
	D.OT	D.OT	D.OT	D.OT	D.OT	D.OT			
	Code	Code	Code	Code	Code	Code			
Stairs & Ladders							0	0	0
Safety - Fence							0	0	0
Safety - Misc.							0	0	0
Clean Up							0	0	0
Flagging							0	0	0
Misc. Carpentry							0	0	0
Heating							0	0	0
Hoarding & Temp. Encl.							0	0	0
Equipment Operators							0	0	0
Heritage Facade							0	0	0
Crane Swamper							0	0	0
Stone Slingers							0	0	0
Custom Labour 2							0	0	0
Custom Labour 3							0	0	0
Field Engineer							03 01 (GL) 9	03 01 (GL) 9	03 01 (GL) 8
TOTALS	0	0	0	0	0	0	9	9	8
	0	0	0	0	0	0	1.5	1.5	1
							9	9	8
							9	9	8

Complaints

Employee Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____



Clark Construction Management Inc.
 387124 20th Sideroad, Mono, ON L9W 6V5
 (519) 942-8622

ONE BLOOR HOURLY TIME SHEET

EMPLOYEE NAME:	EMPLOYEE NUMBER:	POSITION:	LOCATION:
UNION CARD NUMBER:	SUPERVISOR:	WEEK:	One Bloor West

Labour Description	Saturday		Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Total Hours	OT Hours	D.OT Hours
	Code	Reg	OT	D.OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code			

Labour Description	Saturday		Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Total Hours	OT Hours	D.OT Hours
	Code	Reg	OT	D.OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code			
00 01 Construction Equipment																	
00 02 Hoarding																	
00 03 Temporary Power																	
00 04 Weather Expenses																	
00 05 Street Occupancy																	
01 74 Construction Cleaning																	
02 40 Demolition																	
03 00 Forming & Concrete (Below Grade)																	
03 01 Forming & Concrete (Podium)																	
03 02 Forming & Concrete (Above Grade)																	
04 03 Heritage Masonry																	
04 22 Concrete Unit Masonry																	
05 00 Misc Metals																	
05 12 Structural Steel																	
06 22 Millwork																	
07 10 Below Grade Waterproofing																	
07 20 Thermal Protection																	
07 41 Roof Panels & Above Grade Waterproofing																	
07 80 Fire and Smoke Protection																	
07 81 Applied Fireproofing																	
08 10 Doors and Frames																	
08 33 Overhead Coiling Doors																	
08 26 Structural Glazing																	
08 50 Exterior Building Envelope System																	
09 20 Plaster and Gypsum Board																	
09 30 Tiling																	
09 60 Flooring																	
09 90 Painting and Coating																	
10 00 Specialties																	
10 28 Toilet, Bath, and Laundry Accessories																	
11 00 Equipment (Misc)																	
11 11 Vehicle and Pedestrian Equipment																	
11 30 Residential Equipment																	
11 81 Façade Access Equipment																	
12 30 Kitchen and Bath Cabinets																	
12 36 Countertops																	
12 93 Bicycle Racks																	
13 11 Swimming Pools																	
13 15 Specialty Element Construction (TMD)																	
14 20 Elevators																	
22 00 Plumbing																	
23 00 Mechanical (Commercial)																	
26 00 Mechanical (Residential)																	
28 00 Electronic Safety and Security																	
31 23 Excavation and Fill																	
31 19 Dewatering																	
31 40 Shoring																	
32 00 Exterior Improvements																	
33 41 Subdrainage																	
41 22-1 Gantry Crane (TG23008)																	
41 22-2 Tower Crane (Liebherr)																	
41 23 Hoists																	
TOTALS		0	0	0	0	0	0	0	0	0	0	0	0	0	44	0	0

Labour Description	Saturday		Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Total Hours	OT Hours	D.OT Hours
	Code	Reg	OT	D.OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code			
Stairs & Ladders															0	0	0
Safety - Fence															0	0	0
Safety - Misc.															0	0	0
Clean Up															0	0	0
Flagging															0	0	0
Misc. Carpentry															0	0	0
Heating															0	0	0
Hoarding & Temp. Encl.															0	0	0
Equipment Operators															0	0	0
Heritage Facade															0	0	0
Dewatering															0	0	0
Custom Labour 1															0	0	0
Custom Labour 2															0	0	0
Custom Labour 3															0	0	0
Field Engineer															0	0	0
TOTALS		0	0	0	0	0	0	0	0	0	0	0	0	0	44	0	0

Comments

Employee Signature:	Date:
Supervisor Signature:	Date:



Clark Construction Management Inc.
387124 20th Sideroad, Mono, ON L9W 6V5
(519) 942-8622

ONE BLOOR HOURLY TIME SHEET

EMPLOYEE NAME: [REDACTED] EMPLOYEE NUMBER: [REDACTED] POSITION: Field Engineer LOCATION: One Bloor West
 UNION CARD NUMBER: [REDACTED] SUPERVISOR: [REDACTED] WEEK: July 13 - 19, 2019

CODE LEGEND

00 01 Construction Equipment	05 12 Structural Steel	09 60 Flooring	14 20 Elevators
00 02 Hoarding	06 22 Millwork	09 90 Painting and Coating	22 00 Plumbing
00 03 Temporary Power	07 10 Below Grade Waterproofing	10 00 Specialties	23 00 Mechanical (Commercial)
00 04 Weather Expenses	07 20 Thermal Protection	10 28 Toilet, Bath, and Laundry Accessories	26 00 Mechanical (Residential)
00 05 Street Occupancy	07 41 Roof Panels & Above Grade Waterproofing	11 00 Equipment (Misc)	28 00 Electronic Safety and Security
01 74 Construction Cleaning	07 80 Fire and Smoke Protection	11 11 Vehicle and Pedestrian Equipment	Excavation and Fill
02 40 Demolition	07 81 Applied Fireproofing	11 30 Residential Equipment	31 23 Dewatering
03 00 Forming & Concrete (Below Grade)	08 10 Doors and Frames	11 81 Facade Access Equipment	31 40 Shoring
03 01 Forming & Concrete (Podium)	08 33 Overhead Coiling Doors	12 30 Kitchen and Bath Cabinets	32 00 Exterior Improvements
03 02 Forming & Concrete (Above Grade)	08 26 Structural Glazing	12 36 Countertops	33 41 Subdrainage
04 03 Heritage Masonry	08 50 Exterior Building Envelope System	12 93 Bicycle Racks	41 22-1 Gantry Crane (1G2300B)
04 22 Concrete Unit Masonry	09 20 Plaster and Gypsum Board	13 11 Swimming Pools	41 22-2 Tower Crane (Liebherr)
05 00 Misc Metals	09 30 Tiling	13 15 Specialty Element Construction (TMD)	41 23 Hoists

Labour Description	Saturday		Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Total Hours	OT Hours	D.OT Hours		
	Code	Reg	OT	D.OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code				Reg	OT
	Stairs & Ladders																		
Safety - Fence																			
Safety - Misc.																			
Clean Up																			
Flagging																			
Misc. Carpentry																			
Heating																			
Hoarding & Temp. Encl.																			
Equipment Operators																			
Heritage Facade																			
Dewatering																			
Custom Labour 1																			
Custom Labour 2																			
Custom Labour 3																			
Field Engineer								03 01 - (GL)	9	03 01 - (GL)	9	03 01 - (GL)	9	03 01 - (GL)	8			44	
TOTALS																			

Comments

Employee Signature: _____ Date: _____
 Supervisor Signature: _____ Date: _____

ONE FLOOR HOURLY TIME SHEET

Clark Construction Management Inc.
 387124 20th Sideroad, Mono, ON L9W 6V5
 (519) 942-8622

EMPLOYEE NAME: _____ **EMPLOYEE NUMBER:** _____ **POSITION:** Field Engineer **LOCATION:** One Floor West
UNION CARD NUMBER: _____ **SUPERVISOR:** _____ **WEEK:** July 27 - Aug 2, 2019

Labour Description	Saturday		Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Total Hours	OT Hours	D.OT Hours							
	Code	Reg	OT	D.OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code				Reg	OT					
00 01 Construction Equipment																								
00 02 Hoarding																								
00 03 Temporary Power																								
00 04 Weather Expenses																								
00 05 Street Occupancy																								
01 74 Construction Cleaning																								
02 40 Demolition																								
03 00 Forming & Concrete (Below Grade)																								
03 01 Forming & Concrete (Podium)																								
03 02 Forming & Concrete (Above Grade)																								
04 03 Heritage Masonry																								
04 22 Concrete Unit Masonry																								
05 00 Misc Metals																								
05 12 Structural Steel																								
06 22 Millwork																								
07 10 Below Grade Waterproofing																								
07 20 Thermal Protection																								
07 41 Roof Panels & Above Grade Waterproofing																								
07 80 Fire and Smoke Protection																								
07 81 Applied Fireproofing																								
08 10 Doors and Frames																								
08 33 Overhead Coiling Doors																								
08 26 Structural Glazing																								
08 50 Exterior Building Envelope System																								
09 20 Plaster and Gypsum Board																								
09 30 Tiling																								
09 60 Flooring																								
09 90 Painting and Coating																								
10 00 Specialties																								
10 28 Toilet, Bath, and Laundry Accessories																								
11 00 Equipment (Misc)																								
11 11 Vehicle and Pedestrian Equipment																								
11 30 Residential Equipment																								
11 81 Façade Access Equipment																								
12 30 Kitchen and Bath Cabinets																								
12 36 Countertops																								
12 93 Bicycle Racks																								
13 11 Swimming Pools																								
13 15 Specialty Element Construction (TMD)																								
14 20 Elevators																								
22 00 Plumbing																								
23 00 Mechanical (Commercial)																								
26 00 Mechanical (Residential)																								
28 00 Electronic Safety and Security																								
31 23 Excavation and Fill																								
31 19 Dewatering																								
31 40 Shoring																								
32 00 Exterior Improvements																								
33 41 Subdrainage																								
41 22-1 Gantry Crane (TG2300B)																								
41 22-2 Tower Crane (Liebherr)																								
41 23 Hoists																								
TOTALS			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0							
Field Engineer							03 01 - (GL)	9		03 01 - (GL)	9	2.5	03 01 - (GL)	9	1.5	03 01 - (GL)	8	1	0	0	0	44	5	0

Comments

Employee Signature: _____ **Date:** _____

Supervisor Signature: _____ **Date:** _____



Clark Construction Management Inc.
387124 20th Sideroad, Mono, ON L5W 6V5
(519) 942-8622

ONE FLOOR HOURLY TIME-SHEET

EMPLOYEE NAME:		EMPLOYEE NUMBER:	POSITION:	LOCATION:
[REDACTED]		[REDACTED]	Field Engineer	One Floor West
UNION CARD NUMBER:	SUPERVISOR:		WEEK:	
[REDACTED]	[REDACTED]		Aug 3 - 9, 2019	

CODE LEGEND

Code	Description	Code	Description	Code	Description	Code	Description	Code	Description	Code	Description
00 01	Construction Equipment	05 12	Structural Steel	09 60	Flooring	14 20	Elevators				
00 02	Hoarding	06 22	Millwork	09 90	Painting and Coating	22 00	Plumbing				
00 03	Temporary Power	07 10	Below Grade Waterproofing	10 00	Specialties	23 00	Mechanical (Commercial)				
00 04	Weather Expenses	07 20	Thermal Protection	10 28	Toilet, Bath, and Laundry Accessories	26 00	Mechanical (Residential)				
00 05	Street Occupancy	07 41	Roof Panels & Above Grade Waterproofing	11 00	Equipment (Misc)	28 00	Electronic Safety and Security				
01 74	Construction Cleaning	07 80	Fire and Smoke Protection	11 11	Vehicle and Pedestrian Equipment	31 23	Excavation and Fill				
02 40	Demolition	07 81	Applied Fireproofing	11 30	Residential Equipment	31 19	Dewatering				
03 00	Forming & Concrete (Below Grade)	08 10	Doors and Frames	11 81	Facade Access Equipment	31 40	Shoring				
03 01	Forming & Concrete (Podium)	08 33	Overhead Coiling Doors	12 30	Kitchen and Bath Cabinets	32 00	Exterior Improvements				
03 02	Forming & Concrete (Above Grade)	08 26	Structural Glazing	12 36	Countertops	33 41	Subdrainage				
04 03	Heritage Masonry	08 50	Exterior Building Envelope System	12 93	Bicycle Racks	41 22-1	Gantry Crane (TG2300B)				
04 22	Concrete Unit Masonry	09 20	Plaster and Gypsum Board	13 11	Swimming Pools	41 22-2	Tower Crane (Liebherr)				
05 00	Misc Metals	09 30	Tiling	13 15	Specialty Element Construction (TMD)	41 23	Hoists				

Labour Description	Saturday		Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Total Hours	OT Hours	D.OT Hours			
	Code	Reg	OT	D.OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code				Reg	OT	
Stairs & Ladders															0	0	0			
Safety - Fence															0	0	0			
Safety - Misc.															0	0	0			
Clean Up															0	0	0			
Flagging															0	0	0			
Misc. Carpentry															0	0	0			
Heating															0	0	0			
Hoarding & Temp. Encl.															0	0	0			
Equipment Operators															0	0	0			
Heritage Facade															0	0	0			
Dewatering															0	0	0			
Custom Labour 1															0	0	0			
Custom Labour 2															0	0	0			
Custom Labour 3															0	0	0			
Field Engineer					03 01 - (GL)	8			03 01 - (GL)	9	1	03 01 - (GL)	9	1.5	03 01 - (GL)	9	1	44	5.5	0
TOTALS					0	0	0	0	0	0	0	0	0	0	0	0	0	44	5.5	0

Comments	
Employee Signature:	Date:
Supervisor Signature:	Date:

ONE FLOOR HOURLY TIME SHEET

Clark Construction Management Inc.
387124 20th Sideroad, Mono, ON L9W 6V5
(519) 942-8622

EMPLOYEE NAME: [REDACTED] **EMPLOYEE NUMBER:** [REDACTED] **POSITION:** Field Engineer **LOCATION:** One Floor West
UNION CARD NUMBER: [REDACTED] **SUPERVISOR:** [REDACTED] **WEEK:** Aug 10 - 16, 2019

CODE LEGEND

00 01 Construction Equipment	05 12 Structural Steel	09 60 Flooring	14 20 Elevators
00 02 Hoarding	06 22 Millwork	09 90 Painting and Coating	22 00 Plumbing
00 03 Temporary Power	07 10 Below Grade Waterproofing	10 00 Specialties	23 00 Mechanical (Commercial)
00 04 Weather Expenses	07 20 Thermal Protection	10 28 Toilet, Bath, and Laundry Accessories	26 00 Mechanical (Residential)
00 05 Street Occupancy	07 41 Roof Panels & Above Grade Waterproofing	11 00 Equipment (Misc)	28 00 Electronic Safety and Security
01 74 Construction Cleaning	07 80 Fire and Smoke Protection	11 11 Vehicle and Pedestrian Equipment	31 23 Excavation and Fill
02 40 Demolition	07 81 Applied Fireproofing	11 30 Residential Equipment	31 19 Dewatering
03 00 Forming & Concrete (Below Grade)	08 10 Doors and Frames	11 81 Façade Access Equipment	31 40 Shoring
03 01 Forming & Concrete (Podium)	08 33 Overhead Coiling Doors	12 30 Kitchen and Bath Cabinets	32 00 Exterior Improvements
03 02 Forming & Concrete (Above Grade)	08 26 Structural Glazing	12 36 Countertops	33 41 Subdrainage
04 03 Heritage Masonry	08 50 Exterior Building Envelope System	12 93 Bicycle Racks	41 22-1 Gantry Crane (T62300B)
04 22 Concrete Unit Masonry	09 20 Plaster and Gypsum Board	13 11 Swimming Pools	41 22-2 Tower Crane (Liebherr)
05 00 Misc Metals	09 30 Tiling	13 15 Specialty Element Construction (TMD)	41 23 Hoists

Labour Description	Saturday			Sunday			Monday			Tuesday			Wednesday			Thursday			Friday			Total Hours	OT Hours	D.OT Hours
	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT						
	D.OT	Code	Reg	D.OT	Code	Reg	D.OT	Code	Reg	D.OT	Code	Reg	D.OT	Code	Reg	D.OT	Code	Reg						
Stairs & Ladders																								
Safety - Fence																								
Safety - Misc.																								
Clean Up																								
Flagging																								
Misc. Carpentry																								
Heating																								
Hoarding & Temp. Encl.																								
Equipment Operators																								
Heritage Facade																								
Dewatering																								
Custom Labour 1																								
Custom Labour 2																								
Custom Labour 3																								
Field Engineer								03 01 - (GL)	9		03 01 - (GL)	9		03 01 - (GL)	9		03 01 - (GL)	9		03 01 - (GL)	8			
TOTALS								0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	

Comments

Employee Signature: _____ **Date:** _____
Supervisor Signature: _____ **Date:** _____



Clerk Construction Management Inc.
387124 20th Sideroad, Mono, ON L9W 6V5
(519) 942-8622

ONE BLOOR HOURLY TIMESHEET

EMPLOYEE NAME:	EMPLOYEE NUMBER:	POSITION:	LOCATION:
[REDACTED]	[REDACTED]	Field Engineer	One Bloor West
UNION CARD NUMBER:	SUPERVISOR:	WEEK:	
[REDACTED]	[REDACTED]	July 13 - 19, 2019	

CODE-LEGEND

Code	Description	Code	Description	Code	Description	Code	Description	Code	Description	Code	Description	Code	Description
00 01	Construction Equipment	05 12	Structural Steel	09 60	Flooring	14 20	Elevators						
00 02	Hoarding	06 22	Millwork	09 90	Painting and Coating	22 00	Plumbing						
00 03	Temporary Power	07 10	Below Grade Waterproofing	10 00	Specialties	23 00	Mechanical (Commercial)						
00 04	Weather Expenses	07 20	Thermal Protection	10 28	Toilet, Bath, and Laundry Accessories	26 00	Mechanical (Residential)						
00 05	Street Occupancy	07 41	Roof Panels & Above Grade Waterproofing	11 00	Equipment (Misc)	28 00	Electronic Safety and Security						
01 74	Construction Cleaning	07 80	Fire and Smoke Protection	11 11	Vehicle and Pedestrian Equipment	31 23	Excavation and Fill						
02 40	Demolition	07 81	Applied Fireproofing	11 30	Residential Equipment	31 19	Dewatering						
03 00	Forming & Concrete (Below Grade)	08 10	Doors and Frames	11 81	Facade-Access Equipment	31 40	Shoring						
03 01	Forming & Concrete (Podium)	08 33	Overhead Colling Doors	12 30	Kitchen and Bath Cabinets	32 00	Exterior Improvements						
03 02	Forming & Concrete (Above Grade)	08 26	Structural Glazing	12 36	Countertops	33 41	Subdrainage						
04 03	Heritage Masonry	08 50	Exterior Building Envelope System	12 93	Bicycle Racks	41 22-1	Gantry Crane (TGS300B)						
04 22	Concrete Unit Masonry	09 20	Plaster and Gypsum Board	13 11	Swimming Pools	41 22-2	Tower Crane (Liebherr)						
05 00	Misc Metals	09 30	Tiling	13 15	Specialty Element Construction (TWD)	41 23	Hoists						

Labour Description	Saturday			Sunday			Monday			Tuesday			Wednesday			Thursday			Friday			Total Hours	OT Hours	D.OT Hours	
	Code	Reg	OT	D.OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT						
Stairs & Ladders																									
Safety - Fence																									
Safety - Misc.																									
Clean Up																									
Flagging																									
Misc. Carpentry																									
Heating																									
Hoarding & Temp. Encl.																									
Equipment Operators																									
Heritage Facade																									
Dewatering																									
Custom Labour 1																									
Custom Labour 2																									
Custom Labour 3																									
Field Engineer								03 01 - (GL)	9					03 01 - (GL)	9					03 01 - (GL)	8				44
TOTALS					0	0	0																		0

Comments

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Employee Signature:	Date:	
Supervisor Signature:	Date:	



Clark Construction Management Inc.
 387124 20th Sideroad, Mono, ON L9W 6V5
 (519) 942-8622

ONE FLOOR HOURLY TIME SHEET

EMPLOYEE NAME:		EMPLOYEE NUMBER:		POSITION:	Field Engineer	LOCATION:	One Floor West
UNION CARD NUMBER:		SUPERVISOR:		WEEK:	July 20 - 26, 2019		

Labour Description	CODE LEGEND																		Total Hours	OT Hours	D.OT Hours					
	Sunday			Monday			Tuesday			Wednesday			Thursday			Friday										
	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT								
00 01 Construction Equipment							09 60																			
00 02 Hoarding							09 90																			
00 03 Temporary Power							10 00																			
00 04 Weather Expenses							10 28																			
00 05 Street Occupancy							11 00																			
01 74 Construction Cleaning							11 11																			
02 40 Demolition							11 30																			
03 00 Forming & Concrete (Below Grade)							11 81																			
03 01 Forming & Concrete (Podium)							12 30																			
03 02 Forming & Concrete (Above Grade)							12 36																			
04 03 Heritage Masonry							12 93																			
04 22 Concrete Unit Masonry							13 11																			
05 00 Misc Metals							13 15																			
05 12 Structural Steel							09 60																			
06 22 Millwork							09 90																			
07 10 Below Grade Waterproofing							10 00																			
07 20 Thermal Protection							10 28																			
07 41 Roof Panels & Above Grade Waterproofing							11 00																			
07 80 Fire and Smoke Protection							11 11																			
07 81 Applied Fireproofing							11 30																			
08 10 Doors and Frames							11 81																			
08 33 Overhead Coiling Doors							12 30																			
08 26 Structural Glazing							12 36																			
08 50 Exterior Building Envelope System							12 93																			
09 20 Plaster and Gypsum Board							13 11																			
09 30 Tiling							13 15																			
14 20 Elevators							09 60																			
22 00 Plumbing							09 90																			
23 00 Mechanical (Commercial)							10 00																			
26 00 Mechanical (Residential)							10 28																			
28 00 Electronic Safety and Security							11 00																			
31 23 Excavation and Fill							11 11																			
31 19 Dewatering							11 30																			
31 40 Shoring							11 81																			
32 00 Exterior Improvements							12 30																			
33 41 Subdrainage							12 36																			
41 22-1 Gantry Crane (TG2300B)							12 93																			
41 22-2 Tower Crane (Liebherr)							13 11																			
41 23 Hoists							13 15																			
TOTALS							0				0							0			0			0		

Comments

Date:

Date:

Employee Signature:

Supervisor Signature:



Clark Construction Management Inc.
387124 20th Sideroad, Mono, ON L9W 6V5
(519) 942-8622

ONE FLOOR HOURLY TIME SHEET

EMPLOYEE NAME:	EMPLOYEE NUMBER:	POSITION:	LOCATION:
		Field Engineer	One Floor West
UNION CARD NUMBER:	SUPERVISOR:	WEEK:	
		July 27 - Aug 2, 2019	

Labour Description	Sunday							Monday							Tuesday							Wednesday							Thursday							Friday							Total Hours	OT Hours	D.OT Hours
	Saturday		Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday		Monday		Tuesday		Wednesday		Thursday		Friday																		
	Code	Reg	OT	D.OT	Code	Reg	OT	D.OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT																
00 01 Construction Equipment					05 12 Structural Steel									09 60 Flooring					09 90 Painting and Coating					14 20 Elevators					22 00 Plumbing																
00 02 Hoarding					06 22 Millwork									10 00 Specialties					23 00 Mechanical (Commercial)					26 00 Mechanical (Residential)					28 00 Electronic Safety and Security																
00 03 Temporary Power					07 10 Below Grade Waterproofing									10 28 Toilet, Bath, and Laundry Accessories					31 19 Excavation and Fill					31 23 Dewatering					31 40 Shoring																
00 04 Weather Expenses					07 20 Thermal Protection									11 00 Equipment (Misc)					32 00 Exterior Improvements					33 41 Subdrainage					41 22-1 Gantry Crane (TG2300B)					41 22-2 Tower Crane (Liebherr)											
00 05 Street Occupancy					07 41 Roof Panels & Above Grade Waterproofing									11 11 Vehicle and Pedestrian Equipment					31 19 Residential Equipment					41 23 Hoists																					
01 74 Construction Cleaning					07 80 Fire and Smoke Protection									11 30 Residential Equipment																															
02 40 Demolition					07 81 Applied Fireproofing									11 30 Residential Equipment																															
03 00 Forming & Concrete (Below Grade)					08 10 Doors and Frames									11 81 Facade Access Equipment																															
03 01 Forming & Concrete (Podium)					08 33 Overhead Ceiling Doors									12 30 Kitchen and Bath Cabinets																															
03 02 Forming & Concrete (Above Grade)					08 26 Structural Glazing									12 36 Countertops																															
04 03 Heritage Masonry					08 50 Exterior Building Envelope System									12 93 Bicycle Racks																															
04 22 Concrete Unit Masonry					09 20 Plaster and Gypsum Board									13 11 Swimming Pools																															
05 00 Misc Metals					09 30 Tiling									13 15 Speciality Element Construction (TMD)																															
Stairs & Ladders																																													
Safety - Fence																																													
Safety - Misc.																																													
Clean Up																																													
Flagging																																													
Misc. Carpentry																																													
Heating																																													
Hoarding & Temp. Encl.																																													
Equipment Operators																																													
Heritage Facade																																													
Dewatering																																													
Custom Labour 1																																													
Custom Labour 2																																													
Custom Labour 3																																													
Field Engineer										03 01 - (GL)	9	2			03 01 - (GL)	9	2			03 01 - (GL)	9	2			03 01 - (GL)	9	1.5			03 01 - (GL)	8														
TOTALS																																		44	5.5	0									

Comments	
Employee Signature: _____	Date: _____
Supervisor Signature: _____	Date: _____



Clark Construction Management Inc.
387124 20th Sideroad, Mono, ON L9W 6V5
(519) 942-8622

ONE FLOOR HOURLY TIME SHEET

EMPLOYEE NAME:	[REDACTED]	EMPLOYEE NUMBER:	[REDACTED]	POSITION:	Field Engineer	LOCATION:	One Floor West
UNION CARD NUMBER:	[REDACTED]	SUPERVISOR:	[REDACTED]	WEEK:	Aug 10 - 16, 2019		

CODE LEGEND

Code	Description	05 12	06 22	07 10	07 20	07 41	07 80	07 81	08 10	08 33	08 26	08 50	09 20	09 30	09 60	11 30	11 81	12 30	12 36	12 93	13 11	13 15		
00 01	Construction Equipment														09 60	Flooring								
00 02	Hoarding														09 90	Painting and Coating								
00 03	Temporary Power														10 00	Specialties								
00 04	Weather Expenses														10 28	Toilet, Bath, and Laundry Accessories								
00 05	Street Occupancy														11 00	Equipment (Misc)								
01 74	Construction Cleaning														11 11	Vehicle and Pedestrian Equipment								
02 40	Demolition														11 30	Residential Equipment								
03 00	Forming & Concrete (Below Grade)														11 81	Facade Access Equipment								
03 01	Forming & Concrete (Podium)														12 30	Kitchen and Bath Cabinets								
03 02	Forming & Concrete (Above Grade)														12 36	Countertops								
04 03	Heritage Masonry														12 93	Bicycle Racks								
04 22	Concrete Unit Masonry														13 11	Swimming Pools								
05 00	Misc Metals														13 15	Specialty Element Construction (TMD)								

Labour Description	Saturday			Sunday			Monday			Tuesday			Wednesday			Thursday			Friday			Total Hours	OT Hours	D.O.T Hours
	Code	Reg	O.T	Code	Reg	O.T	Code	Reg	O.T	Code	Reg	O.T	Code	Reg	O.T	Code	Reg	O.T	Code	Reg	O.T			
Stairs & Ladders																								
Safety - Fence																								
Safety - Misc.																								
Clean Up																								
Flagging																								
Misc. Carpentry																								
Heating																								
Hoarding & Temp. Encl.																								
Equipment Operators																								
Heritage Facade																								
Dewatering																								
Custom Labour 1																								
Custom Labour 2																								
Custom Labour 3																								
Field Engineer										03 01 - (GL)	9													
TOTALS																								

Comments:

Employee Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____



Clark Construction Management Inc.
387124 20th Sideroad, Mono, ON L9W 6V5
(519) 942-8622

ONE FLOOR HOURLY TIMESHEET

EMPLOYEE NAME:	[REDACTED]	EMPLOYEE NUMBER:	[REDACTED]	POSITION:	Field Engineer	LOCATION:	One Floor West
UNION CARD NUMBER:	[REDACTED]	SUPERVISOR:	[REDACTED]	WEEK:	July 13 - 19, 2019		

CODE LEGEND

Code	Saturday		Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Total Hours	OT Hours	D.OT Hours
	Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT			
00 01	Construction Equipment																
00 02	Hoarding																
00 03	Temporary Power																
00 04	Weather Expenses																
00 05	Street Occupancy																
01 74	Construction Cleaning																
02 40	Demolition																
03 00	Forming & Concrete (Below Grade)																
03 01	Forming & Concrete (Podium)																
03 02	Forming & Concrete (Above Grade)																
04 03	Heritage Masonry																
04 22	Concrete Unit Masonry																
05 00	Misc Metals																

Labour Description	Saturday		Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Total Hours	OT Hours	D.OT Hours				
	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg				OT			
Stairs & Ladders																					
Safety - Fence																					
Safety - Misc.																					
Clean Up																					
Flagging																					
Misc. Carpentry																					
Heating																					
Hoarding & Temp. Encl.																					
Equipment Operators																					
Heritage Facade																					
Dewatering																					
Custom Labour 1																					
Custom Labour 2																					
Custom Labour 3																					
Field Engineer					03 01 - (GL)	9			03 01 - (GL)	7.5			03 01 - (GL)	6			03 01 - (GL)	7.5	39	0	0
TOTALS					0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	

Comments:

Employee Signature:	Date:
Supervisor Signature:	Date:



Clark Construction Management Inc.
 387124 20th Sideroad, Mono, ON L9W 6V5
 (519) 942-8622

ONE FLOOR HOURLY TIME SHEET

EMPLOYEE NAME: [REDACTED] EMPLOYEE NUMBER: [REDACTED] POSITION: Field Engineer LOCATION: One Floor West
 UNION CARD NUMBER: [REDACTED] SUPERVISOR: [REDACTED] WEEK: July 20 - 26, 2019

CODE LEGEND

Labour Description	Saturday			Sunday			Monday			Tuesday			Wednesday			Thursday			Friday			
	Code	Reg	D.OT	Code	Reg	D.OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	
00 01 Construction Equipment							05 12 Structural Steel				09 60 Flooring				14 20 Elevators				22 00 Plumbing			
00 02 Hoarding				06 22 Millwork			09 90 Painting and Coating				10 00 Specialties				23 00 Mechanical (Commercial)				26 00 Mechanical (Residential)			
00 03 Temporary Power				07 10 Below Grade Waterproofing			10 28 Toilet, Bath, and Laundry Accessories				11 00 Equipment (Misc)				28 00 Electronic Safety and Security				31 23 Excavation and Fill			
00 04 Weather Expenses				07 20 Thermal Protection			11 00 Roof Panels & Above Grade Waterproofing				11 11 Vehicle and Pedestrian Equipment				31 19 Dewatering				31 40 Shoring			
00 05 Street Occupancy				07 41 Roof Panels & Above Grade Waterproofing			11 11 Fire and Smoke Protection				11 30 Residential Equipment				32 00 Exterior Improvements				33 41 Subdrainage			
01 74 Construction Cleaning				07 80 Fire and Smoke Protection			11 81 Doors and Frames				12 30 Facade Access Equipment				41 22-1 Gantry Crane (TG2300B)				41 22-2 Tower Crane (Liebherr)			
02 40 Demolition				07 81 Applied Fireproofing			12 36 Overhead Coiling Doors				12 30 Kitchen and Bath Cabinets				41 23 Hoists							
03 00 Forming & Concrete (Below Grade)				08 10 Doors and Frames			13 11 Specialty Element Construction (TMD)				13 15											
03 01 Forming & Concrete (Podium)				08 33 Overhead Coiling Doors																		
03 02 Forming & Concrete (Above Grade)				08 26 Structural Glazing																		
04 03 Heritage Masonry				08 50 Exterior Building Envelope System																		
04 22 Concrete Unit Masonry				09 20 Plaster and Gypsum Board																		
05 00 Misc Metals				09 30 Tiling																		

Labour Description	Saturday			Sunday			Monday			Tuesday			Wednesday			Thursday			Friday			Total Hours	OT Hours	D.OT Hours			
	Code	Reg	D.OT	Code	Reg	D.OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT						
Stairs & Ladders																									0	0	0
Safety - Fence																									0	0	0
Safety - Misc.																									0	0	0
Clean Up																									0	0	0
Flagging																									0	0	0
Misc. Carpentry																									0	0	0
Heating																									0	0	0
Hoarding & Temp. End.																									0	0	0
Equipment Operators																									0	0	0
Heritage Facade																									0	0	0
Dewatering																									0	0	0
Custom Labour 1																									0	0	0
Custom Labour 2																									0	0	0
Custom Labour 3																									0	0	0
Field Engineer							03 01 - (GL)	9	0.5		03 01 - (GL)	8.5		03 01 - (GL)	8.5		03 01 - (GL)	8.5		03 01 - (GL)	8.5				43	0.5	0
TOTALS																									0	0	0

Comments

Employee Signature: _____ Date: _____
 Supervisor Signature: _____ Date: _____



Clark Construction Management Inc.
 387124 20th Sideroad, Mono, ON L9W 6V5
 (519) 942-8622

ONE FLOOR HOURLY TIME SHEET

EMPLOYEE NAME:		EMPLOYEE NUMBER:		POSITION:	Field Engineer	LOCATION:	One Floor West
UNION CARD NUMBER:		SUPERVISOR:		WEEK:	July 20 - 26, 2019		

Labour Description	CODE LEGEND							Total Hours	OT Hours	D.OT Hours	
	Sunday		Monday		Tuesday		Wednesday				
	Reg	OT	Code	Reg	OT	Code	Reg				OT
00 01 Construction Equipment			05 12 Structural Steel			09 60 Flooring			14 20 Elevators		
00 02 Hoarding			06 22 Millwork			09 90 Painting and Coating			22 00 Plumbing		
00 03 Temporary Power			07 10 Below Grade Waterproofing			10 00 Specialties			23 00 Mechanical (Commercial)		
00 04 Weather Expenses			07 20 Thermal Protection			10 28 Toilet, Bath, and Laundry Accessories			26 00 Mechanical (Residential)		
00 05 Street Occupancy			07 41 Roof Panels & Above Grade Waterproofing			11 00 Equipment (Misc)			28 00 Electronic Safety and Security		
01 74 Construction Cleaning			07 80 Fire and Smoke Protection			11 11 Vehicle and Pedestrian Equipment			31 23 Excavation and Fill		
02 40 Demolition			07 81 Applied Fireproofing			11 30 Residential Equipment			31 19 Dewatering		
03 00 Forming & Concrete (Below Grade)			08 10 Doors and Frames			11 81 Façade Access Equipment			31 40 Shoring		
03 01 Forming & Concrete (Podium)			08 33 Overhead Colling Doors			12 30 Kitchen and Bath Cabinets			32 00 Exterior Improvements		
03 02 Forming & Concrete (Above Grade)			08 26 Structural Glazing			12 36 Countertops			33 41 Subdrainage		
04 03 Heritage Masonry			08 50 Exterior Building Envelope System			12 93 Bicycle Racks			41 22.1 Gantry Crane (TG2300B)		
04 22 Concrete Unit Masonry			09 20 Plaster and Gypsum Board			13 11 Swimming Pools			41 22.2 Tower Crane (Liebherr)		
05 00 Misc Metals			09 30 Tiling			13 15 Specialty Element Construction (TMD)			41 23 Hoists		
			Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday		
			Code	Reg	OT	D.OT	Reg	OT	Code	Reg	OT
Stairs & Ladders											
Safety - Fence											
Safety - Misc.											
Clean Up											
Flagging											
Misc. Carpentry											
Heating											
Hoarding & Temp. End.											
Equipment Operators											
Heritage Facade											
Dewatering											
Custom Labour 1											
Custom Labour 2											
Custom Labour 3											
Field Engineer											
TOTALS											

Employee Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____

Comments



Invoice

Clark Construction Management Inc

387124 20th Sideroad, Mono, ON L9W 6V5

Invoice #: 1-0027-F

Bill To:

Mizrahi Inc.
125 Hazelton Avenue
Toronto, ON M5R 3E4

Invoice Date: 2019-08-20

Due Date: 2019-08-30

Project: 1 Bloor St W

P.O. Number:

Terms: Net 10 Days

Description	Hours/Qty	Rate	Amount
Crane Related Labour:			
Crane Operator - Regular (██████████)	192	172.13	33,048.96
Crane Operator - Doubletime (██████████)	105	344.26	36,147.30
Crane Oiler - Regular (██████████)	181.5	92.04	16,705.26
Crane Oiler - Doubletime (██████████)	96.5	184.08	17,763.72
Crane Swamper - Regular (██████████)	198.5	92.04	18,269.94
Crane Swamper - Overtime (██████████)	19.5	138.06	2,692.17
Crane Swamper - Regular (██████████)	17	92.04	1,564.68
Crane Swamper - Overtime (██████████)	7.5	138.06	1,035.45
Crane Swamper - Regular (██████████)	118	92.04	10,860.72
Crane Swamper - Overtime (██████████)	21	138.06	2,899.26
Crane Swamper - Doubletime (██████████)	7	184.08	1,288.56
Crane Swamper - Regular (██████████)	185	92.04	17,027.40
Crane Swamper - Overtime (██████████)	21.5	138.06	2,968.29
Crane Swamper - Doubletime (██████████)	11	184.08	2,024.88
Crane Swamper - Regular (██████████)	44	92.04	4,049.76
Crane Swamper - Overtime (██████████)	1	138.06	138.06
Crane Swamper - Doubletime (██████████)	7	184.08	1,288.56

POSTED

5010-1

Thank you for your Business

Please make all cheques payable to Clark Construction Management Inc.

If you have any questions concerning this invoice, contact Mike Clark 416-357-0157 mclark@clarkcm.ca

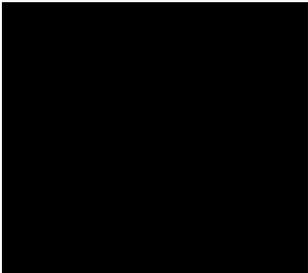
Subtotal CAD 169,772.97

HST CAD 22,070.49

Total CAD 191,843.46

GST/HST No. 730497120

1 Bloor West- Crane
Employee



August 2019		Total Hours		Total Amounts	
Rate Description	Rate Amount	Regular	Overtime	Regular	Overtime
Crane Operator	172.13	0	0	\$0.00	\$0.00
Crane Oiler	92.04	192	0	\$33,048.96	\$0.00
Crane Swamper	92.04	181.5	0	\$16,705.26	\$0.00
Crane Swamper	92.04	198.5	19.5	\$18,269.94	\$2,692.17
Crane Swamper	92.04	17	7.5	\$1,564.68	\$1,035.45
Crane Swamper	92.04	118	21	\$10,860.72	\$2,899.26
Crane Swamper	92.04	185	21.5	\$17,027.40	\$2,968.29
Crane Swamper	92.04	44	1	\$4,049.76	\$138.06
		936	70.5	\$101,526.72	\$9,733.23
			226.5		\$58,513.02

Grand Total \$169,772.97



Clark Construction Management Inc.
387124 20th Sideroad, Mono, ON L9W 6V5
(519) 942-8622

ONE FLOOR HOURLY TIME SHEET

EMPLOYEE NAME: [REDACTED] EMPLOYEE NUMBER: [REDACTED] POSITION: One Floor West
 UNION CARD NUMBER: [REDACTED] SUPERVISOR: [REDACTED] WEEK: July 20 - 26, 2019

CODE LEGEND

00 01	Construction Equipment	05 12	Structural Steel	09 60	Flooring	14 20	Elevators
00 02	Hoarding	06 22	Millwork	09 90	Painting and Coating	22 00	Plumbing
00 03	Temporary Power	07 10	Below Grade Waterproofing	10 00	Specialties	23 00	Mechanical (Commercial)
00 04	Weather Expenses	07 20	Thermal Protection	10 28	Toilet, Bath, and Laundry Accessories	26 00	Mechanical (Residential)
00 05	Street Occupancy	07 41	Roof Panels & Above Grade Waterproofing	11 00	Equipment (Misc)	28 00	Electronic Safety and Security
01 74	Construction Cleaning	07 80	Fire and Smoke Protection	11 11	Vehicle and Pedestrian Equipment	31 23	Excavation and Fill
02 40	Demolition	07 81	Applied Fireproofing	11 30	Residential Equipment	31 19	Dewatering
03 00	Forming & Concrete (Below Grade)	08 10	Doors and Frames	11 81	Facade Access Equipment	31 40	Shoring
03 01	Forming & Concrete (Podium)	08 33	Overhead Coiling Doors	12 30	Kitchen and Bath Cabinets	32 00	Exterior Improvements
03 02	Forming & Concrete (Above Grade)	08 26	Structural Glazing	12 36	Countertops	33 41	Subdrainage
04 03	Heritage Masonry	08 50	Exterior Building Envelope System	12 93	Bicycle Racks	41 22-1	Gantry Crane (TG2300B)
04 22	Concrete Unit Masonry	09 20	Plaster and Gypsum Board	13 11	Swimming Pools	41 22-2	Tower Crane (Liebherr)
05 00	Misc Metals	09 30	Tiling	13 15	Specialty Element Construction (TMD)	41 23	Hoists

Labour Description	Saturday		Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Total Hours	OT Hours	D.OT Hours
	Code	Reg	OT	D.OT	Code	Reg	D.OT	Code	Reg	D.OT	Code	Reg	D.OT	Code			
Stairs & Ladders															0		0
Safety - Fence															0		0
Safety - Misc.															0		0
Clean Up															0		0
Flagging															0		0
Misc. Carpentry															0		0
Heating															0		0
Hoarding & Temp. Encl.															0		0
Protect Finishes															0		0
Handyman - Suites															0		0
Crane Operator				41 22 2-op											40	2	22
Crane Oiler															0		0
Crane Swamper															0		0
Custom Labour 1															0		0
Custom Labour 2															0		0
TOTALS				0	0	0	0	0	0	0	0	0	0	0	40	2	22

Comments:

Employee Signature: _____ Date: _____
 Supervisor Signature: _____ Date: _____



Clark Construction Management Inc.
387124 20th Sideroad, Mono, ON L9W 6V5
(519) 942-8622

ONE-BLOOR HOURLY TIME SHEET

EMPLOYEE NAME: [REDACTED] EMPLOYEE NUMBER: [REDACTED] POSITION: Gantry Crane Oiler LOCATION: One Bloor West
 UNION CARD NUMBER: [REDACTED] SUPERVISOR: [REDACTED] WEEK: Aug 10 - 16, 2019

Labour Description	Saturday			Sunday			Monday			Tuesday			Wednesday			Thursday			Friday			Total Hours	OT Hours	D.OT Hours
	Code	Reg	D.OT	Code	Reg	D.OT	Code	Reg	D.OT	Code	Reg	D.OT	Code	Reg	D.OT	Code	Reg	D.OT						
00 01 Construction Equipment																								
00 02 Hoarding																								
00 03 Temporary Power																								
00 04 Weather Expenses																								
00 05 Street Occupancy																								
01 74 Construction Cleaning																								
02 40 Demolition																								
03 00 Forming & Concrete (Below Grade)																								
03 01 Forming & Concrete (Podium)																								
03 02 Forming & Concrete (Above Grade)																								
04 03 Heritage Masonry																								
04 22 Concrete Unit Masonry																								
05 00 Misc Metals																								
	05 12 Structural Steel																							
	06 22 Millwork																							
	07 10 Below Grade Waterproofing																							
	07 20 Thermal Protection																							
	07 41 Roof Panels & Above Grade Waterproofing																							
	07 80 Fire and Smoke Protection																							
	07 81 Applied Fireproofing																							
	08 10 Doors and Frames																							
	08 33 Overhead Coiling Doors																							
	08 26 Structural Glazing																							
	08 50 Exterior Building Envelope System																							
	09 20 Plaster and Gypsum Board																							
	09 30 Tiling																							
	09 60 Flooring																							
	09 90 Painting and Coating																							
	10 00 Specialties																							
	10 28 Toilet, Bath, and Laundry Accessories																							
	11 00 Equipment (Misc)																							
	11 11 Vehicle and Pedestrian Equipment																							
	11 30 Residential Equipment																							
	11 81 Façade Access Equipment																							
	12 30 Kitchen and Bath Cabinets																							
	12 36 Countertops																							
	12 93 Bicycle Racks																							
	13 11 Swimming Pools																							
	13 15 Specialty Element Construction (TMD)																							
	14 20 Elevators																							
	22 00 Plumbing																							
	23 00 Mechanical (Commercial)																							
	26 00 Mechanical (Residential)																							
	28 00 Electronic Safety and Security																							
	31 23 Excavation and Fill																							
	31 19 Dewatering																							
	31 40 Shoring																							
	32 00 Exterior Improvements																							
	33 41 Subdrainage																							
	41 22-1 Gantry Crane (TG23008)																							
	41 22-2 Tower Crane (Liebherr)																							
	41 23 Hoists																							
Stairs & Ladders																								
Safety - Fence																								
Safety - Misc.																								
Clean Up																								
Flagging																								
Misc. Carpentry																								
Heating																								
Hoarding & Temp. Encl.																								
Protect Finishes																								
Handyman - Suites																								
Crane Operator																								
Crane Oiler	41 22 2-OL																							
Crane Swamper																								
Custom Labour 1																								
Custom Labour 2																								
TOTALS		0	0	0		0	0	0		8	4		8	6		8	4		8	4		40	22.5	

Comments: _____

Employee Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____



Clark Construction Management Inc.
387124 20th Sideroad, Mono, ON L9W 6V5
(519) 942-8622

ONE FLOOR HOURLY TIME SHEET

EMPLOYEE NAME:		EMPLOYEE NUMBER:	POSITION:	LOCATION:																			
[REDACTED]		3736922	General Labourer	One Floor West																			
UNION CARD NUMBER:		SUPERVISOR:	WEEK:																				
[REDACTED]		[REDACTED]	July 20 - 26, 2019																				
CODE LEGEND																							
00 01	Construction Equipment	05 12	Structural Steel	09 60	Flooring	14 20	Elevators																
00 02	Hoarding	06 22	Millwork	09 90	Painting and Coating	22 00	Plumbing																
00 03	Temporary Power	07 10	Below Grade Waterproofing	10 00	Specialties	23 00	Mechanical (Commercial)																
00 04	Weather Expenses	07 20	Thermal Protection	10 28	Toilet, Bath, and Laundry Accessories	26 00	Mechanical (Residential)																
00 05	Street Occupancy	07 41	Roof Panels & Above Grade Waterproofing	11 00	Equipment (Misc)	28 00	Electronic Safety and Security																
01 74	Construction Cleaning	07 80	Fire and Smoke Protection	11 11	Vehicle and Pedestrian Equipment	31 23	Excavation and Fill																
02 40	Demolition	07 81	Applied Fireproofing	11 30	Residential Equipment	31 19	Dewatering																
03 00	Forming & Concrete (Below Grade)	08 10	Doors and Frames	11 81	Facade Access Equipment	31 40	Shoring																
03 01	Forming & Concrete (Podium)	08 33	Overhead Colling Doors	12 30	Kitchen and Bath Cabinets	32 00	Exterior Improvements																
03 02	Forming & Concrete (Above Grade)	08 26	Structural Glazing	12 36	Countertops	33 41	Subdrainage																
04 03	Heritage Masonry	08 50	Exterior Building Envelope System	12 93	Bicycle Racks	41 22-1	Gantry Crane (TG23008)																
04 22	Concrete Unit Masonry	09 20	Plaster and Gypsum Board	13 11	Swimming Pools	41 22-2	Tower Crane (Liebherr)																
05 00	Misc Metals	09 30	Tiling	13 15	Specialty Element Construction (TMD)	41 23	Holists																
Labour Description		Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Total Hours		OT Hours		D.OT Hours					
	Code	Reg	OT	D.OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT				
Stairs & Ladders																							
Safety - Fence																							
Safety - Misc.																							
Clean Up																							
Flagging					03 00 - (LF)	3			31 23 - (LF)	3													
Flagging					03 00 - (LF)	3	1.5		03 00 - (LF)	3													
Heating									31 23 - (LF)	3													
Hoarding & Temp. Encl.																							
Equipment Operators																							
Crane Swamper					41 22 2 - (S)	3	1		41 22 2 - (S)	3	1												
Dewatering																							
Skip Buckets																							
Stone Slingers																							
Drill /epoxy dowels																							
Custom Labour 4																							
TOTALS																							
		0	0	0		9	2.5			9	1		9	2		0	0		0	3	27	8.5	0
Comments																							
Employee Signature: _____ Date: _____																							
Supervisor Signature: _____ Date: _____																							



Clark Construction Management Inc.
387124 20th Sideroad, Mono, ON L9W 6V5
(519) 942-8622

ONE FLOOR HOURLY TIME SHEET

EMPLOYEE NAME: [REDACTED] EMPLOYEE NUMBER: [REDACTED] POSITION: General Labourer LOCATION: One Floor West
 UNION CARD NUMBER: 3736922 SUPERVISOR: [REDACTED] WEEK: Aug 3 - 9, 2019

Labour Description	Saturday		Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Total Hours	OT Hours	D.OT Hours
	Code	Reg	OT	D.OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code			
00 01 Construction Equipment																	
00 02 Hoarding																	
00 03 Temporary Power																	
00 04 Weather Expenses																	
00 05 Street Occupancy																	
01 74 Construction Cleaning																	
02 40 Demolition																	
03 00 Forming & Concrete (Below Grade)																	
03 01 Forming & Concrete (Podium)																	
03 02 Forming & Concrete (Above Grade)																	
04 03 Heritage Masonry																	
04 22 Concrete Unit Masonry																	
05 00 Misc Metals																	

Labour Description	Saturday		Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Total Hours	OT Hours	D.OT Hours
	Code	Reg	OT	D.OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code			
Stairs & Ladders															0	0	0
Safety - Fence															0	0	0
Safety - Misc.															0	0	0
Clean Up															0	0	0
Flagging															0	0	0
Flagging															0	0	0
Heating															0	0	0
Hoarding & Temp. Encl.															0	0	0
Equipment Operators															0	0	0
Crane Swamper															0	0	0
Dewatering															0	0	0
Clean elevator skim coat															0	0	0
Ply for waterproof															0	0	0
Positional Couplers															0	0	0
Custom Labour 4															0	0	0
TOTALS															35	12	0

Comments: _____

Employee Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____



Clark Construction Management Inc.
387224 20th Sideroad, Mono, ON L9W 6V5
(519) 942-8622

ONE FLOOR HOURLY TIME SHEET

EMPLOYEE NAME: [REDACTED] EMPLOYEE NUMBER: [REDACTED] POSITION: General Labourer LOCATION: One Floor West
 UNION CARD NUMBER: [REDACTED] SUPERVISOR: [REDACTED] WEEK: July 13 - 19, 2019

CODE LEGEND

00 01 Construction Equipment	05 12 Structural Steel	09 60 Flooring	14 20 Elevators
00 02 Hoarding	06 22 Millwork	09 90 Painting and Coating	22 00 Plumbing
00 03 Temporary Power	07 10 Below Grade Waterproofing	10 00 Specialties	23 00 Mechanical (Commercial)
00 04 Weather Expenses	07 20 Thermal Protection	10 28 Toilet, Bath, and Laundry Accessories	26 00 Mechanical (Residential)
00 05 Street Occupancy	07 41 Roof Panels & Above Grade Waterproofing	11 00 Equipment (Misc)	28 00 Electronic Safety and Security
01 74 Construction Cleaning	07 80 Fire and Smoke Protection	11 11 Vehicle and Pedestrian Equipment	31 23 Excavation and Fill
02 40 Demolition	07 81 Applied Fireproofing	11 30 Residential Equipment	31 19 Dewatering
03 00 Forming & Concrete (Below Grade)	08 10 Doors and Frames	11 81 Façade Access Equipment	31 40 Shoring
03 01 Forming & Concrete (Podium)	08 33 Overhead Coiling Doors	12 30 Kitchen and Bath Cabinets	32 00 Exterior Improvements
03 02 Forming & Concrete (Above Grade)	08 26 Structural Glazing	12 36 Countertops	33 41 Subdrainage
04 03 Heritage Masonry	08 50 Exterior Building Envelope System	12 93 Bicycle Racks	41 22-1 Gantry Crane (TG2300B)
04 22 Concrete Unit Masonry	09 20 Plaster and Gypsum Board	13 11 Swimming Pools	41 22-2 Tower Crane (Liebherr)
05 00 Misc. Metals	09 30 Tiling	13 15 Specialty Element Construction (TMD)	41 23 Hoists

Labour Description	Saturday			Sunday			Monday			Tuesday			Wednesday			Thursday			Friday			Total Hours	OT Hours	D.OT Hours
	Code	Reg	OT	D.OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT					
Stairs & Ladders																					0	0	0	
Safety - Fence																						0	0	0
Safety - Misc.																						0	0	0
Clean Up																						0	0	0
Flagging																						0	0	0
Misc. Carpentry																						0	0	0
Heating																						0	0	0
Heating & Temp. Encl.																						0	0	0
Equipment Operators																						0	0	0
Heritage Facade																						0	0	0
Crane Swamper																						0	0	0
Crane Erection	41 22.1 - (S)			11																		44	1	0
Water Removal																						0	0	11
Custom Labour 3																						0	0	0
Custom Labour 4																						0	0	0
TOTALS		0	0	11		0	0	0		9	0	0		9	1	0		9	0	0	44	1	11	

Comments

Employee Signature: _____ Date: _____
 Supervisor Signature: _____ Date: _____



Clark Construction Management Inc.
387124 20th Sideroad, Mono, ON L9W 6V5
(519) 942-8622

ONE/BLOOR HOUR/TIME SHEET

EMPLOYEE NAME:	EMPLOYEE NUMBER:	POSITION:	LOCATION:
UNION CARD NUMBER:	SUPERVISOR:	WEEK:	One Bloor West

Labour Description	Saturday		Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Total Hours	OT Hours	D.OT Hours
	Code	Reg	OT	D.OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code			
00 01 Construction Equipment																	
00 02 Hoarding																	
00 03 Temporary Power																	
00 04 Weather Expenses																	
00 05 Street Occupancy																	
01 74 Construction Cleaning																	
02 40 Demolition																	
03 00 Forming & Concrete (Below Grade)																	
03 01 Forming & Concrete (Podium)																	
03 02 Forming & Concrete (Above Grade)																	
04 03 Heritage Masonry																	
04 22 Concrete Unit Masonry																	
05 00 Misc Metals																	

Labour Description	Saturday		Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Total Hours	OT Hours	D.OT Hours
	Code	Reg	OT	D.OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code			
Stairs & Ladders															0	0	0
Safety - Fence															0	0	0
Safety - Misc.															0	0	0
Clean Up															0	0	0
Flagging															0	0	0
Misc. Carpentry															0	0	0
Heating															0	0	0
Hoarding & Temp. Encl.															0	0	0
Equipment Operators															0	0	0
Heritage Facade															0	0	0
Crane Swamper					41.22.1-(S)	9	1	41.22.1-(S)	9	1	41.22.1-(S)	9	1	41.22.1-(S)	8	6.5	9.5
Crane Erection															0	0	0
Water Removal															0	0	0
Custom Labour 3															0	0	0
Custom Labour 4															0	0	0
TOTALS															44	9.5	0

Comments	
Employee Signature:	Date:
Supervisor Signature:	Date:



Clark Construction Management Inc.
387124 20th Sideroad, Mono, ON L9W 6V5
(519) 942-8622

ONE FLOOR HOURLY TIME SHEET

EMPLOYEE NAME:	EMPLOYEE NUMBER:	POSITION:	LOCATION:
UNION CARD NUMBER:	SUPERVISOR:	WEEK:	One Floor West

Labour Description	Saturday		Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Total Hours	OT Hours	D.OT Hours
	Code	Reg	OT	D.OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code			
00 01 Construction Equipment																	
00 02 Hoarding																	
00 03 Temporary Power																	
00 04 Weather Expenses																	
00 05 Street Occupancy																	
01 74 Construction Cleaning																	
02 40 Demolition																	
03 00 Forming & Concrete (Below Grade)																	
03 01 Forming & Concrete (Podium)																	
03 02 Forming & Concrete (Above Grade)																	
04 03 Heritage Masonry																	
04 22 Concrete Unit Masonry																	
05 00 Misc Metals																	

Labour Description	Saturday		Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Total Hours	OT Hours	D.OT Hours
	Code	Reg	OT	D.OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code			
Stairs & Ladders															0	0	0
Safety - Fence															0	0	0
Safety - Misc.															0	0	0
Clean Up															0	0	0
Flagging															0	0	0
Misc. Carpentry															0	0	0
Heating															0	0	0
Hoarding & Temp. Encl.															0	0	0
Equipment Operators															0	0	0
Heritage Facade															0	0	0
Crane Swamper					41 22 1 - (S)	9	1.5	41 22 1 - (S)	9	1	41 22 1 - (S)	9	1	41 22 1 - (S)	9	3.5	0
Clean elev skim coat															0	0	0
Water Removal															0	0	0
Custom Labour 3															0	0	0
Custom Labour 4															0	0	0
TOTALS															36	3.5	0

CODE LEGEND

09 60 Flooring	14 20 Elevators
09 90 Painting and Coating	22 00 Plumbing
10 00 Specialties	23 00 Mechanical (Commercial)
10 28 Toilet, Bath, and Laundry Accessories	26 00 Mechanical (Residential)
11 00 Equipment (Misc)	28 00 Electronic Safety and Security
11 11 Vehicle and Pedestrian Equipment	31 23 Excavation and Fill
11 30 Residential Equipment	31 19 Dewatering
11 81 Façade Access Equipment	31 40 Shoring
12 30 Kitchen and Bath Cabinets	32 00 Exterior Improvements
12 36 Countertops	33 41 Subdrainage
12 93 Bicycle Racks	41 22-1 Gantry Crane (TG2300B)
13 11 Swimming Pools	41 22-2 Tower Crane (Liebherr)
13 15 Speciality Element Construction (TMD)	41 23 Hoists

Comments

Employee Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____



Clark Construction Management Inc.
387124 20th Sideroad, Mono, ON L9W 6V5
(519) 942-8622

ONE BLOOR-HOURLY TIME SHEET

EMPLOYEE NAME:	EMPLOYEE NUMBER:	POSITION:	LOCATION:
UNION CARD NUMBER:	SUPERVISOR:	WEEK:	One Bloor West
		July 13 - 19, 2019	

Labour Description	Saturday							Sunday			Monday			Tuesday			Wednesday			Thursday			Friday			Total Hours	OT Hours	D.OT Hours									
	Code	Reg	OT	D.OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT	Code	Reg	OT															
00 01 Construction Equipment								05 12 Structural Steel									09 60 Flooring								14 20 Elevators												
00 02 Hoarding								06 22 Millwork									09 90 Painting and Coating								22 00 Plumbing												
00 03 Temporary Power								07 10 Below Grade Waterproofing									10 00 Specialties								23 00 Mechanical (Commercial)												
00 04 Weather Expenses								07 20 Thermal Protection									10 28 Toilet, Bath, and Laundry Accessories								26 00 Mechanical (Residential)												
00 05 Street Occupancy								07 41 Roof Panels & Above Grade Waterproofing									11 00 Equipment (Misc)								28 00 Electronic Safety and Security												
01 74 Construction Cleaning								07 80 Fire and Smoke Protection									11 11 Vehicle and Pedestrian Equipment								31 23 Excavation and Fill												
02 40 Demolition								07 81 Applied Fireproofing									11 30 Residential Equipment								31 19 Dewatering												
03 00 Forming & Concrete (Below Grade)								08 10 Doors and Frames									11 81 Façade Access Equipment								31 40 Shoring												
03 01 Forming & Concrete (Podium)								08 33 Overhead Coiling Doors									12 30 Kitchen and Bath Cabinets								32 00 Exterior Improvements												
03 02 Forming & Concrete (Above Grade)								08 26 Structural Glazing									12 36 Countertops								33 41 Subdrainage												
04 03 Heritage Masonry								08 50 Exterior Building Envelope System									12 93 Bicycle Racks								41 22-1 Gantry Crane (TG2300B)												
04 22 Concrete Unit Masonry								09 20 Plaster and Gypsum Board									13 11 Swimming Pools								41 22-2 Tower Crane (Liebherr)												
05 00 Misc. Metals								09 30 Tiling									13 15 Specialty Element Construction (TMD)								41 23 Hoists												

CONSTRUCTION FINANCING REQUEST NOTICE

TO: **KEB HANA BANK CANADA**, as Administrative Agent

FROM: **MIZRAHI COMMERCIAL (THE ONE) LP AND MIZRAHI DEVELOPMENT GROUP (THE ONE) INC.** (the "**Borrower**")

DATE: August 30, 2019

1. This Construction Financing Release Request Notice is delivered to you, as Administrative Agent, pursuant to the credit agreement made as of August 30, 2019 between, *inter alia*, the Borrower, you, as Administrative Agent, and the parties thereto from time to time as Lenders, as amended, restated, supplemented or otherwise modified from time to time (the "**Credit Agreement**"). All defined terms set forth in this Construction Financing Request Notice shall have the respective meanings set forth in the Credit Agreement.
2. The Borrower hereby requests the following Construction Financing Release:

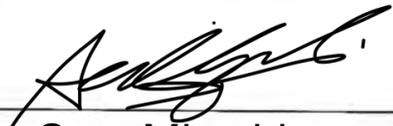
Release Date: August 30, 2019

Amount of Release: \$19,740,572.34

 - Project Costs Proposed to be paid with the Construction Financing Release: See attached.
 - Transferred to Holdback Account \$2,194,827
3. All of the representations and warranties of the Credit Parties contained in of the Credit Agreement are true and correct on and as of the date hereof in all material respects as though made on and as of the date hereof.
4. All of the conditions precedent to the Construction Financing Release requested hereby that have not been properly waived in writing by or on behalf of the Lenders have been satisfied.
5. No Default or Event of Default will have occurred and be continuing on the proposed date of the Construction Financing Release, or would result from the applicable Construction Financing Release.

6. No Material Adverse Change has occurred and is continuing or will result from the Construction Financing Release requested hereby.

**MIZRAHI COMMERCIAL (THE ONE)
GP INC., as sole general partner of
MIZRAHI COMMERCIAL (THE ONE)
LP**

By: 
Name: _____
Title: **Sam Mizrahi
President**

By: 
Name: **JENNY COCO**
Title: **VICE PRESIDENT**
We have authority to bind the Corporation.

**MIZRAHI DEVELOPMENT GROUP
(THE ONE) INC.**

By: 
Name: _____
Title: **Sam Mizrahi
President**

By: 
Name: **JENNY COCO**
Title: **VICE PRESIDENT**
We have authority to bind the Corporation.

Mizrahi Developments (The One) GP Inc.
August 2019 Month End
Attachment to Construction Financing Request

Amount of Wires	10,021,276.27
Amount of Cheques	<u>7,524,469.07</u>
	<u>17,545,745.34</u>

Note: Wire amounts noted in GBP may differ from the actual depending on FX at time of transfer

Mizrahi Developments (The One) GP Inc.
August 2019 Month End
Wire Transfers

Note: The wire denoted as GBP may differ from the amount of the request due to the FX rate used at the time of the transfer.

	Invoice Date	Invoice Number	Currency	Rate	Open Balance	Total Payment
Foster + Partners - GBP						
	10/31/2015	2359-4	107,745.00	1.65	177,779.25	
	11/30/2015	2359-5	107,745.00	1.65	177,779.25	
	12/31/2015	2359-6	111,010.00	1.65	183,166.50	
	01/01/2019	2359-7	415,563.66	1.65	685,680.00	
	01/01/2019	2359-8	28,500.00	1.65	47,025.00	
	01/01/2019	2359-15	193,558.32	1.65	319,371.23	
	01/01/2019	2359-16	193,558.32	1.65	319,371.23	
	01/01/2019	2359-17	193,558.32	1.65	319,371.23	
	01/31/2019	2359-18	64,519.40	1.65	106,457.08	
	04/30/2019	2359-20	202,251.10	1.65	333,714.31	
	05/31/2019	2359-21	242,701.32	1.65	400,457.18	
	07/31/2019	2359-23	161,800.88	1.65	266,971.45	3,337,143.71
			2,022,511.32			
Gana						
	07/20/2019	1808-07			404,532.20	404,532.20
Magnusson Klemencic Associates						
	06/27/2019	103023			30,000.00	30,000.00
Walters						
	07/15/2019	8109134			2,872,779.90	2,872,779.90
Mizrahi Inc. - BNS Mizrahi Account						
	07/31/2019	C679			341,514.86	
	07/31/2019	C680			169,500.00	
	07/31/2019	C678			477,221.20	
	07/31/2019	C677			28,579.50	
	08/01/2019	C684			850,839.16	
	08/01/2019	C682			682,477.40	
	08/27/2019	C683			826,688.34	3,376,820.46
Total Cheques Cut						<u><u>10,021,276.27</u></u>

**Mizrahi Developments (The One) GP Inc.
August 2019 Month End
Cheque Listing for Processing**

	Invoice Date	Invoice Number	Open Balance	Total Payment
Aeroustics Engineering Ltd.				
	07/31/2019	20620	3,843.90	3,843.90
Atlas Dewatering				
	07/12/2019	J010075	4,413.66	4,413.66
Altus Group				
	05/16/2019	306813	6,926.27	
	06/28/2019	312268	6,789.59	
	06/30/2019	312322	18,645.00	
	07/17/2019	313679	10,113.92	42,474.78
BA Consulting Group Ltd.				
	06/07/2019	64743	684.81	
	07/05/2019	65104	1,096.10	1,780.91
Bothwell- Accurate				
	07/10/2019	19J000592	38,366.43	38,366.43
Chart Communications				
	07/31/2019	11022	1,440.75	1,440.75
Cini-Little International Inc.				
	01/01/2019	18249	1,469.00	
	07/30/2019	18611	1,469.00	2,938.00
Cole Engineering Group Ltd.				
	01/01/2019	47269	13,177.46	
	06/03/2019	51187	1,083.95	
	06/27/2019	51475	2,676.69	16,938.10
Core Architects Inc.				
	04/12/2019	65109	534.92	
	04/16/2019	65129	6,017.25	
	04/16/2019	65128	1,610.25	
	04/16/2019	65127	179,670.00	
	04/22/2019	65190	1,610.25	
	04/29/2019	65206	3,474.75	
	05/10/2019	65222	743.18	
	05/14/2019	65288	179,670.00	
	05/14/2019	65290	5,805.38	
	05/14/2019	65289	2,627.25	
	06/11/2019	65372	881.11	
	06/13/2019	65498	9,280.13	
	06/13/2019	65497	423.75	
	06/13/2019	65496	179,670.00	
	06/18/2019	65540	35,030.00	
	06/18/2019	65538	81,360.00	688,408.22

Daoust Vukovich LLP	06/30/2019	101312	2,942.80	
	07/31/2019	101847	2,599.00	5,541.80
Glaholt LLP	06/30/2019	21273	45,134.52	
	07/31/2019	21358	37,636.87	82,771.39
Goldsmith Borgal & Company Ltd.	07/05/2019	9675	576.31	576.31
Hampson Writes Communications Ltd.	04/25/2019	MZ1203	2,734.60	
	08/01/2019	MZ1220	1,356.00	
	08/01/2019	MZ1222	2,237.40	
	08/01/2019	MZ1223	904	7,232.00
Hardwall	07/16/2019	2602777	1,147,205.69	1,147,205.69
Harris Sheaffer LLP	03/27/2019	180172	28,071.40	
	06/21/2019	128094	1,126.78	29,198.18
Innocon	07/30/2019	Various	328,361.07	328,361.07
Jensen Hughes	04/24/2019	12117	4,251.63	4,251.63
krcmar surveyors ltd	06/28/2019	41232/19	3,343.56	3,343.56
Lawrence Finn and Associates	08/01/2019	4337	6,663.60	
	08/06/2019	4339	904	7,567.60
Lax O'Sullivan Lisus Gottlieb	07/31/2019	32506	11,123.16	11,123.16
Michael Brothers	07/31/2019	8198	154,868.76	154,868.76
Mizrahi Inc.	07/31/2019		351,340.98	351,340.98
McIntosh Perry	06/28/2019	68626	5,068.05	5,068.05
MCW Consultants Ltd.	07/30/2019	49105	201,140.00	201,140.00
Minden Gross LLP	07/18/2019	412961	21,072.27	21,072.27

Mulvey & Banani Audio Visual Inc.	07/15/2019	311	2,245.88	2,245.88
Mulvey & Banani Lighting	06/15/2019	1314	3,390.00	3,390.00
Northwest Atlantic (Canada) Inc.	06/06/2016	16-2942	1,145,537.50	1,145,537.50
Ozz	07/17/2019	J018241	37,883.25	37,883.25
Read Jones Christofferson	03/29/2019	282596	12,990.47	
	05/31/2019	287471	16,092.10	
	05/31/2019	286784	4,520.00	
	06/30/2019	290594	4,491.80	
	06/30/2019	289321	16,131.01	
	07/31/2019	292547	4,520.00	
	07/31/2019	292114	11,493.52	70,238.90
Rebar Enterprises Inc	05/10/2019	10449	6,150.82	
	06/14/2019	10702	1,856.43	
	06/14/2019	10701	135.6	
	06/14/2019	10700	678	
	06/14/2019	10699	135.6	
	06/14/2019	10698	169.5	
	06/14/2019	10697	271.2	
	06/14/2019	10696	271.2	
	06/14/2019	10695	271.2	
	06/14/2019	10694	406.8	10,346.35
Seels	07/10/2019	1762 19 006	1,442,004.74	1,442,004.74
Salit Steel	06/26/2019	Various	112,835.71	
	07/08/2019	Various	289,988.63	402,824.34
SS Wilson Associate	06/07/2019	SS19-2169	5,085.00	
	07/15/2019	SS19-2202	5,085.00	10,170.00
Terraprobe Inc.	05/10/2019	105032	7,119.00	
	05/31/2019	105448	3,480.40	
	05/31/2019	105449	2,249.73	
	05/31/2019	106091	4,972.00	
	06/30/2019	106461	330.53	
	06/30/2019	106463	11,354.64	
	06/30/2019	106912	20,023.60	
	07/27/2019	107085	663.88	
	07/27/2019	107086	526.29	50,720.07

The Design Agency	04/15/2019	23820-R 1	41,850.44	
	05/15/2019	23860-rev	25,110.26	
	05/31/2019	23899	16,740.17	
	07/31/2019	23977	84,157.66	167,858.53
The Globe and Mail				
	06/29/2019	924913	18,645.00	
	08/06/2019	926142	18,645.00	37,290.00
The Planning Partnership				
	05/31/2019	90-35055	3,027.22	
	06/30/2019	90-36025	4,271.23	7,298.45
Treasurer, City of Toronto - Lane Occupancy				
	08/07/2019	761249-04	107,631.60	
	08/07/2019	692934-05	5,040.35	112,671.95
Treasurer, City of Toronto - Building Permit				
	01/31/2019	19-106142 NB	690,984.91	690,984.91
Westmount Guarantee Services Inc.				
	07/08/2019	237315-17-5	171,737.00	171,737.00
Total Cheques Cut				<u><u>7,524,469.07</u></u>

Mizrahi Inc.
 125 Hazelton Ave.
 Toronto, On.

Invoice

Date	Invoice #
11/23/2020	C894

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

P.O. No.	Terms	Project
	Due on receipt	The One

Description	Qty	Rate	Amount
Crane Labour - Per Attached Summary		111,306.96	111,306.96
Construction Management Fee		3,895.74	3,895.74
HST on Revenue		13.00%	14,976.35
		Total	\$130,179.05
		Payments/Credits	\$0.00
		Balance Due	\$130,179.05

Timesheet - Mizrahi Inc._Cranes Labour

Timesheet Summary

Mizrahi Inc.

Project: 1 Bloor

Crane Labour

For the period from:

30-Oct-20 To:

21-Nov-20

**cut off on Saturdays*

		Total Period SUM		
Employee Name	Type	Hours	Rate	Amount
[REDACTED]	Total Reg Hrs	128.00	185.28	23,715.84
	Total OT Hrs	65.50	277.92	18,203.76
	Total Reg Hrs	80.00	185.28	14,822.40
	Total OT Hrs	42.00	277.92	11,672.64
	Total Reg Hrs	128.00	185.28	23,715.84
	Total OT Hrs	69.00	277.92	19,176.48

	Hours	Amount
Total Reg	336.00	62,254.08
Total OT	176.50	49,052.88
SUM	512.50	111,306.96

Please note: 1 hour of over time per day added as per union per diem rate

Timesheet Summary

Mizrahi Inc.

Project: 1 Floor

Crane Labour

For the period from:

25-Oct-20 To:

21-Nov-20

**cut off on Saturdays*

Employee Name	Occupation	Type	Week of				Total Period SUM		
			2020-10-31	2020-11-07	2020-11-14	2020-11-21	Hours	Rate	Amount
[REDACTED]	Crane Operator	Total Reg Hrs	8.00	40.00	40.00	40.00	128.00	185.28	23,715.84
	Crane Operator	Total OT Hrs	2.00	12.50	23.50	27.50	65.50	277.92	18,203.76
		SUM	10	52.5	63.5	67.5	193.5		41,919.60
[REDACTED]	Crane Operator	Total Reg Hrs	-	-	40.00	40.00	80.00	185.28	14,822.40
	Crane Operator	Total OT Hrs	-	-	20.50	21.50	42.00	277.92	11,672.64
		SUM	0	0	60.5	61.5	122		26,495.04
[REDACTED]	Crane Operator	Total Reg Hrs	8.00	40.00	40.00	40.00	128.00	185.28	23,715.84
	Crane Operator	Total OT Hrs	4.00	26.00	17.00	22.00	69.00	277.92	19,176.48
		SUM	12	66	57	62	197		42,892.32
		SUM	0	0	0	0	0		-
Total			22.00	118.50	181.00	191.00	336.00		
<calc>							176.50		

Timesheet

Mizrahi Inc.

Project: 1 Bloor

Crane Labour

For the Week ending:

2020-10-31

Date	Employee Name	Occupation	Hour Type	25-Oct	26-Oct	27-Oct	28-Oct	29-Oct	30-Oct	31-Oct	Total Hrs
		Crane Operator	R	-	-	-	-	-	-	10.00	10.00
		Crane Operator	O	-	-	-	-	-	-	8.00	8.00
		Crane Operator	O	-	-	-	-	-	-	2.00	2.00
		Crane Operator	R	-	-	-	-	-	-	-	-
		Crane Operator	O	-	-	-	-	-	-	-	-
		Crane Operator	R	-	-	-	-	-	12.00	-	12.00
		Crane Operator	O	-	-	-	-	-	8.00	-	8.00
		Crane Operator	O	-	-	-	-	-	4.00	-	4.00
		Total		-	-	-	-	-	12.00	10.00	22.00

Timesheet

Mizrahi Inc.

Project: 1 Bloor

Crane Labour

For the Week ending:

2020-11-07

Date	Employee Name	Occupation	Hour Type	01-Nov	02-Nov	03-Nov	04-Nov	05-Nov	06-Nov	07-Nov	Total Hrs
				Sun	Mon	Tue	Wed	Thu	Fri	Sat	
		Crane Operator	R	-	10.50	10.00	10.00	10.00	12.00	-	52.50
		Crane Operator	O		8.00	8.00	8.00	8.00	8.00		40.00
					2.50	2.00	2.00	2.00	4.00		12.50
		Crane Operator	R	-	-	-	-	-	-	-	-
		Crane Operator	O								
		Crane Operator	R	-	11.00	11.00	11.00	11.00	12.00	10.00	66.00
		Crane Operator	O		8.00	8.00	8.00	8.00	8.00		40.00
					3.00	3.00	3.00	3.00	4.00	10.00	26.00
		Total		-	21.50	21.00	21.00	21.00	24.00	10.00	118.50

Timesheet

Mizrahi Inc.

Project: 1 Bloor

Crane Labour

For the Week ending:

2020-11-14

Date	Employee Name	Occupation	Hour Type	08-Nov	09-Nov	10-Nov	11-Nov	12-Nov	13-Nov	14-Nov	Total Hrs
				-	10.50	10.50	10.00	12.00	10.50	10.00	63.50
		Crane Operator	R		8.00	8.00	8.00	8.00	8.00		40.00
		Crane Operator	O		2.50	2.50	2.00	4.00	2.50	10.00	23.50
				-	10.00	10.00	10.00	11.00	10.50	9.00	60.50
		Crane Operator	R		8.00	8.00	8.00	8.00	8.00		40.00
		Crane Operator	O		2.00	2.00	2.00	3.00	2.50	9.00	20.50
				-	11.50	11.50	11.50	11.50	11.00	-	57.00
		Crane Operator	R		8.00	8.00	8.00	8.00	8.00		40.00
		Crane Operator	O		3.50	3.50	3.50	3.50	3.00		17.00
		Total		-	32.00	32.00	31.50	34.50	32.00	19.00	181.00

Timesheet

Mizrahi Inc.

Project: 1 Bloor

Crane Labour

For the Week ending:

2020-11-21

Date	Employee Name	Occupation	Hour Type	15-Nov	16-Nov	17-Nov	18-Nov	19-Nov	20-Nov	21-Nov	Total Hrs
				Sun	Mon	Tue	Wed	Thu	Fri	Sat	
		Crane Operator	R	-	12.50	11.00	11.00	11.00	12.00	10.00	67.50
		Crane Operator	O		8.00	8.00	8.00	8.00	8.00		40.00
					4.50	3.00	3.00	3.00	4.00	10.00	27.50
		Crane Operator	R	-	11.00	11.00	10.00	10.00	10.50	9.00	61.50
		Crane Operator	O		8.00	8.00	8.00	8.00	8.00		40.00
					3.00	3.00	2.00	2.00	2.50	9.00	21.50
		Crane Operator	R	-	12.00	12.00	12.00	12.00	14.00	-	62.00
		Crane Operator	O		8.00	8.00	8.00	8.00	8.00		40.00
					4.00	4.00	4.00	4.00	6.00		22.00
		Total		-	35.50	34.00	33.00	33.00	36.50	19.00	191.00

Mizrahi Inc.

125 Hazelton Ave.
Toronto, On.

Invoice

Date	Invoice #
11/23/2020	C895

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

P.O. No.	Terms	Project
	Due on receipt	The One

Description	Qty	Rate	Amount
Site Labour - per attached summary		284,527.88	284,527.88
Construction Management Fee		9,958.48	9,958.48
HST on Revenue		13.00%	38,283.23
		Total	\$332,769.59
		Payments/Credits	\$0.00
		Balance Due	\$332,769.59

Timesheet - Mizrahi Inc._Site_Labour Final

Timesheet Summary

Mizrahi Inc.

Project: 1 Bloor

Site Labour

For the period from:

30-Oct-20 To:

21-Nov-20

**cut off on Saturdays*

Employee Name	Type	Total Period SUM		
		Hours	Rate	Amount
	Total Reg Hrs	24.00	90.23	2,165.52
	Total OT Hrs	-	135.35	-
	Total Reg Hrs	61.00	90.23	5,504.03
	Total OT Hrs	-	135.35	-
	Total Reg Hrs	8.00	96.35	770.80
	Total OT Hrs	-	144.53	-
	Total Reg Hrs	28.00	90.23	2,526.44
	Total OT Hrs	-	135.35	-
	Total Reg Hrs	132.00	96.35	12,718.20
	Total OT Hrs	64.00	144.53	9,249.60
	Total Reg Hrs	142.00	101.77	14,451.34
	Total OT Hrs	43.50	152.66	6,640.49
	Total Reg Hrs	136.75	90.23	12,338.95
	Total OT Hrs	12.25	135.35	1,657.98
	Total Reg Hrs	98.00	96.35	9,442.30
	Total OT Hrs	23.00	144.53	3,324.08
	Total Reg Hrs	64.00	108.08	6,917.12
	Total OT Hrs	-	162.12	-
	Total Reg Hrs	8.00	96.35	770.80
	Total OT Hrs	-	144.53	-
	Total Reg Hrs	49.00	96.35	4,721.15
	Total OT Hrs	-	144.53	-
	Total Reg Hrs	141.00	96.35	13,585.35
	Total OT Hrs	25.00	144.53	3,613.13
	Total Reg Hrs	9.00	90.23	812.07
	Total OT Hrs	-	135.35	-
	Total Reg Hrs	118.50	90.23	10,692.26
	Total OT Hrs	4.00	135.35	541.38
	Total Reg Hrs	10.00	90.23	902.30
	Total OT Hrs	-	135.35	-
	Total Reg Hrs	12.00	90.23	1,082.76
	Total OT Hrs	-	135.35	-
	Total Reg Hrs	44.00	90.23	3,970.12
	Total OT Hrs	5.50	135.35	744.40
	Total Reg Hrs	10.00	90.23	902.30
	Total OT Hrs	-	135.35	-
	Total Reg Hrs	132.50	96.35	12,766.38

Timesheet - Mizrahi Inc._Site_Labour Final

Employee Name	Type	Hours	Rate	Amount
	Total OT Hrs	8.00	144.53	1,156.20
	Total Reg Hrs	103.50	96.35	9,972.23
	Total OT Hrs	-	144.53	-
	Total Reg Hrs	119.50	96.35	11,513.83
	Total OT Hrs	-	144.53	-
	Total Reg Hrs	92.00	90.23	8,301.16
	Total OT Hrs	17.50	135.35	2,368.54
	Total Reg Hrs	20.00	90.23	1,804.60
	Total OT Hrs	-	135.35	-
	Total Reg Hrs	11.50	90.23	1,037.65
	Total OT Hrs	-	135.35	-
	Total Reg Hrs	106.00	90.23	9,564.38
	Total OT Hrs	1.00	135.35	135.35
	Total Reg Hrs	83.00	90.23	7,489.09
	Total OT Hrs	5.50	135.35	744.40
	Total Reg Hrs	44.00	90.23	3,970.12
	Total OT Hrs	5.50	135.35	744.40
	Total Reg Hrs	16.00	90.23	1,443.68
	Total OT Hrs	-	135.35	-
	Total Reg Hrs	10.00	90.23	902.30
	Total OT Hrs	-	135.35	-
	Total Reg Hrs	18.00	90.23	1,624.14
	Total OT Hrs	-	135.35	-
	Total Reg Hrs	88.00	90.23	7,940.24
	Total OT Hrs	16.50	135.35	2,233.19
	Total Reg Hrs	144.00	90.23	12,993.12
	Total OT Hrs	84.00	135.35	11,368.98
	Total Reg Hrs	40.00	90.23	3,609.20
	Total OT Hrs	-	135.35	-
	Total Reg Hrs	119.50	90.23	10,782.49
	Total OT Hrs	11.25	135.35	1,522.63
	Total Reg Hrs	64.00	108.02	6,913.28
	Total OT Hrs	4.00	162.03	648.12
	Total Reg Hrs	84.00	90.23	7,579.32
	Total OT Hrs	27.50	135.35	3,721.99
	Total Reg Hrs	88.00	90.23	7,940.24
	Total OT Hrs	12.50	135.35	1,691.81

	Hours	Amount
Total Reg	2,478.75	232,421.23
Total OT	370.50	52,106.65
SUM	2,849.25	284,527.88

Timesheet Summary

Mizrahi Inc.

Project: 1 Bloor

Site Labour

For the period from:

30-Oct-20 To:

21-Nov-20

**cut off on Saturdays*

Employee Name	Occupation	Type	Week of					Total Period SUM	
			2020-10-31	2020-11-07	2020-11-14	2020-11-21	Hours	Rate	Amount
	Security	Total Reg Hrs	-	-	16.00	8.00	24.00	90.23	2,165.52
	Security	Total OT Hrs	-	-	-	-	-	135.35	-
	SUM	SUM	0	0	16	8	24		2,165.52
	Security	Total Reg Hrs	-	-	24.00	37.00	61.00	90.23	5,504.03
	Security	Total OT Hrs	-	-	-	-	-	135.35	-
	SUM	SUM	0	0	24	37	61		5,504.03
	General Labour	Total Reg Hrs	8.00	-	-	-	8.00	96.35	770.80
	General Labour	Total OT Hrs	-	-	-	-	-	144.53	-
	SUM	SUM	8	0	0	0	8		770.80
	Security	Total Reg Hrs	-	-	20.00	8.00	28.00	90.23	2,526.44
	Security	Total OT Hrs	-	-	-	-	-	135.35	-
	SUM	SUM	0	0	20	8	28		2,526.44
	General Labour	Total Reg Hrs	-	44.00	44.00	44.00	132.00	96.35	12,718.20
	General Labour	Total OT Hrs	-	17.00	24.00	23.00	64.00	144.53	9,249.60
	SUM	SUM	0	61	68	67	196		21,967.80
	General Labour	Total Reg Hrs	10.00	44.00	44.00	44.00	142.00	101.77	14,451.34
	General Labour	Total OT Hrs	-	10.00	18.50	15.00	43.50	152.66	6,640.49
	SUM	SUM	10	54	62.5	59	185.5		21,091.83
	Security	Total Reg Hrs	8.00	44.00	40.75	44.00	136.75	90.23	12,338.95
	Security	Total OT Hrs	-	9.25	-	3.00	12.25	135.35	1,657.98
	SUM	SUM	8	53.25	40.75	47	149		13,996.93

Employee Name	Occupation	Type	Week of					Total Period SUM		
			2020-10-31	2020-11-07	2020-11-14	2020-11-21	Hours	Rate	Amount	
	Traffic Supervisor	Total Reg Hrs	10.00	44.00	44.00	-	98.00	96.35	9,442.30	
	Traffic Supervisor	Total OT Hrs	-	7.00	16.00	-	23.00	144.53	3,324.08	
		SUM	10	51	60	0	121		12,766.38	
	Handyman	Total Reg Hrs	-	24.00	40.00	-	64.00	108.08	6,917.12	
	Handyman	Total OT Hrs	-	-	-	-	-	162.12	-	
		SUM	0	24	40	0	64		6,917.12	
	General Labour	Total Reg Hrs	-	8.00	-	-	8.00	96.35	770.80	
	General Labour	Total OT Hrs	-	-	-	-	-	144.53	-	
		SUM	0	8	0	0	8		770.80	
	Traffic Control	Total Reg Hrs	-	19.50	17.50	12.00	49.00	96.35	4,721.15	
	Traffic Control	Total OT Hrs	-	-	-	-	-	144.53	-	
		SUM	0	19.5	17.5	12	49		4,721.15	
	General Labour	Total Reg Hrs	9.00	44.00	44.00	44.00	141.00	96.35	13,585.35	
	General Labour	Total OT Hrs	-	14.50	3.50	7.00	25.00	144.53	3,613.13	
		SUM	9	58.5	47.5	51	166		17,198.48	
	Traffic Control	Total Reg Hrs	-	-	9.00	-	9.00	90.23	812.07	
	Traffic Control	Total OT Hrs	-	-	-	-	-	135.35	-	
		SUM	0	0	9	0	9	225.58	812.07	
	Security	Total Reg Hrs	-	44.00	40.00	34.50	118.50	90.23	10,692.26	
	Security	Total OT Hrs	-	4.00	-	-	4.00	135.35	541.38	
		SUM	0	48	40	34.5	122.5		11,233.64	
	Traffic Control	Total Reg Hrs	10.00	-	-	-	10.00	90.23	902.30	
	Traffic Control	Total OT Hrs	-	-	-	-	-	135.35	-	
		SUM	10	0	0	0	10		902.30	
	Traffic Control	Total Reg Hrs	-	-	-	12.00	12.00	90.23	1,082.76	
	Traffic Control	Total OT Hrs	-	-	-	-	-	135.35	-	

Employee Name	Occupation	Type	Week of					Total Period SUM		
			2020-10-31	2020-11-07	2020-11-14	2020-11-21	Hours	Rate	Amount	
		SUM	0	0	0	12	12		1,082.76	
	Traffic Control	Total Reg Hrs	-	44.00	-	-	44.00	90.23	3,970.12	
	Traffic Control	Total OT Hrs	-	5.50	-	-	5.50	135.35	744.40	
		SUM	0	49.5	0	0	49.5		4,714.52	
	General Labour	Total Reg Hrs	-	-	-	10.00	10.00	90.23	902.30	
	General Labour	Total OT Hrs	-	-	-	-	-	135.35	-	
		SUM	0	0	0	10	10		902.30	
	General Labour	Total Reg Hrs	8.00	40.00	40.50	44.00	132.50	96.35	12,766.38	
	General Labour	Total OT Hrs	-	-	-	8.00	8.00	144.53	1,156.20	
		SUM	8	40	40.5	52	140.5		13,922.58	
	General Labour	Total Reg Hrs	-	32.00	31.50	40.00	103.50	96.35	9,972.23	
	General Labour	Total OT Hrs	-	-	-	-	-	144.53	-	
		SUM	0	32	31.5	40	103.5		9,972.23	
	General Labour	Total Reg Hrs	-	33.50	42.50	43.50	119.50	96.35	11,513.83	
	General Labour	Total OT Hrs	-	-	-	-	-	144.53	-	
		SUM	0	33.5	42.5	43.5	119.5		11,513.83	
	Traffic Control	Total Reg Hrs	10.00	19.50	18.50	44.00	92.00	90.23	8,301.16	
	Traffic Control	Total OT Hrs	-	-	-	17.50	17.50	135.35	2,368.54	
		SUM	10	19.5	18.5	61.5	109.5		10,669.70	
	Traffic Control	Total Reg Hrs	10.00	-	-	10.00	20.00	90.23	1,804.60	
	Traffic Control	Total OT Hrs	-	-	-	-	-	135.35	-	
		SUM	10	0	0	10	20		1,804.60	
	Traffic Control	Total Reg Hrs	-	-	-	11.50	11.50	90.23	1,037.65	
	Traffic Control	Total OT Hrs	-	-	-	-	-	135.35	-	
		SUM	0	0	0	11.5	11.5		1,037.65	

Employee Name	Occupation	Type	Week of							Total Period SUM		
			2020-10-31	2020-11-07	2020-11-14	2020-11-21	Hours	Rate	Amount			
			TTL Hours	TTL Hours	TTL Hours	TTL Hours						
	Security	Total Reg Hrs	-	44.00	28.00	34.00	106.00	90.23	9,564.38			
	Security	Total OT Hrs	-	1.00	-	-	1.00	135.35	135.35			
		SUM	0	45	28	34	107		9,699.73			
	Traffic Control	Total Reg Hrs	-	44.00	39.00	-	83.00	90.23	7,489.09			
	Traffic Control	Total OT Hrs	-	5.50	-	-	5.50	135.35	744.40			
		SUM	0	49.5	39	0	88.5		8,233.49			
	Traffic Control	Total Reg Hrs	-	44.00	-	-	44.00	90.23	3,970.12			
	Traffic Control	Total OT Hrs	-	5.50	-	-	5.50	135.35	744.40			
		SUM	0	49.5	0	0	49.5		4,714.52			
	Security	Total Reg Hrs	-	-	16.00	-	16.00	90.23	1,443.68			
	Security	Total OT Hrs	-	-	-	-	-	135.35	-			
		SUM	0	0	16	0	16		1,443.68			
	Traffic Control	Total Reg Hrs	10.00	-	-	-	10.00	90.23	902.30			
	Traffic Control	Total OT Hrs	-	-	-	-	-	135.35	-			
		SUM	10	0	0	0	10		902.30			
	Traffic Control	Total Reg Hrs	-	-	-	18.00	18.00	90.23	1,624.14			
	Traffic Control	Total OT Hrs	-	-	-	-	-	135.35	-			
		SUM	0	0	0	18	18		1,624.14			
	Traffic Control	Total Reg Hrs	-	-	44.00	44.00	88.00	90.23	7,940.24			
	Traffic Control	Total OT Hrs	-	-	6.00	10.50	16.50	135.35	2,233.19			
		SUM	0	0	50	54.5	104.5		10,173.43			
	Security	Total Reg Hrs	12.00	44.00	44.00	44.00	144.00	90.23	12,993.12			
	Security	Total OT Hrs	-	39.00	28.00	17.00	84.00	135.35	11,368.98			
		SUM	12	83	72	61	228		24,362.10			
	Traffic Control	Total Reg Hrs	-	-	-	40.00	40.00	90.23	3,609.20			
	Traffic Control	Total OT Hrs	-	-	-	-	-	135.35	-			

Employee Name	Occupation	Type	Week of				Total Period SUM	
			2020-10-31	2020-11-07	2020-11-14	2020-11-21	Hours	Rate
		SUM	0	0	0	40	40	3,609.20
	Traffic Control	Total Reg Hrs	-	44.00	44.00	31.50	119.50	10,782.49
	Traffic Control	Total OT Hrs	-	5.25	6.00	-	11.25	1,522.63
		SUM	0	49.25	50	31.5	130.75	12,305.12
	Handyman	Total Reg Hrs	20.00	44.00	-	-	64.00	6,913.28
	Handyman	Total OT Hrs	-	4.00	-	-	4.00	648.12
		SUM	20	48	0	0	68	7,561.40
	Traffic Control	Total Reg Hrs	-	-	40.00	44.00	84.00	7,579.32
	Traffic Control	Total OT Hrs	-	-	10.00	17.50	27.50	3,721.99
		SUM	0	0	50	61.5	111.5	11,301.31
	Traffic Control	Total Reg Hrs	-	44.00	44.00	-	88.00	7,940.24
	Traffic Control	Total OT Hrs	-	7.50	5.00	-	12.50	1,691.81
		SUM	0	51.5	49	0	100.5	9,632.05
		Total Reg Hrs	-	-	-	-	-	-
		Total OT Hrs	-	-	-	-	-	-
		SUM	0	0	0	0	0	-
		Total Reg Hrs	-	-	-	-	-	-
		Total OT Hrs	-	-	-	-	-	-
		SUM	0	0	0	0	0	-
		Total Reg Hrs	-	-	-	-	-	-
		Total OT Hrs	-	-	-	-	-	-
		SUM	0	0	0	0	0	-
		Total	125.00	927.50	932.25	864.50	2,478.75	
							370.50	

<calc>

Timesheet
 Mizrahi Inc.
 Project: 1 Bloor
 Site Labour
 For the Week ending: 2020-10-31

Date	Employee Name	Occupation	Hour Type	Sun	25-Oct	Mon	26-Oct	Tue	27-Oct	Wed	28-Oct	Thu	29-Oct	Fri	30-Oct	Sat	31-Oct	Total Hrs	
		Security	R	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		Security	O	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		Security	R	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		Security	O	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		General Labour	R	-	-	-	-	-	-	-	-	-	-	-	8.00	-	-	8.00	-
		General Labour	O	-	-	-	-	-	-	-	-	-	-	-	8.00	-	-	8.00	-
		Security	R	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		Security	O	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		General Labour	R	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		General Labour	O	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		General Labour	R	-	-	-	-	-	-	-	-	-	-	-	10.00	-	-	10.00	-
		General Labour	O	-	-	-	-	-	-	-	-	-	-	-	10.00	-	-	10.00	-
		Security	R	-	-	-	-	-	-	-	-	-	-	-	8.00	-	-	8.00	-
		Security	O	-	-	-	-	-	-	-	-	-	-	-	8.00	-	-	8.00	-
		Traffic Control	R	-	-	-	-	-	-	-	-	-	-	-	10.00	-	-	10.00	-
		Traffic Control	O	-	-	-	-	-	-	-	-	-	-	-	10.00	-	-	10.00	-
		Handyman	R	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		Handyman	O	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		General Labour	R	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		General Labour	O	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		Traffic Control	R	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		Traffic Control	O	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		General Labour	R	-	-	-	-	-	-	-	-	-	-	-	9.00	-	-	9.00	-
		General Labour	O	-	-	-	-	-	-	-	-	-	-	-	9.00	-	-	9.00	-

Date	Employee Name	Occupation	Hour Type	25-Oct	26-Oct	27-Oct	28-Oct	29-Oct	30-Oct	31-Oct	Total Hrs
				Sun	Mon	Tue	Wed	Thu	Fri	Sat	
		General Labour	O								
		Traffic Control	R								
		Traffic Control	O								
		Security	R								
		Security	O								
		Traffic Control	R						10.00		10.00
		Traffic Control	O						10.00		10.00
		Traffic Control	R								
		Traffic Control	O								
		Traffic Control	R								
		Traffic Control	O								
		General Labour	R								
		General Labour	O								
		General Labour	R						8.00		8.00
		General Labour	O						8.00		8.00
		General Labour	R								
		General Labour	O								
		General Labour	R								
		General Labour	O								
		Traffic Control	R						10.00		10.00
		Traffic Control	O						10.00		10.00
		Traffic Control	R						10.00		10.00
		Traffic Control	O						10.00		10.00
		Traffic Control	R								
		Traffic Control	O								
		Security	R								
		Security	O								

Date	Employee Name	Occupation	Hour Type	25-Oct	26-Oct	27-Oct	28-Oct	29-Oct	30-Oct	31-Oct	Total Hrs
				Sun	Mon	Tue	Wed	Thu	Fri	Sat	
		Traffic Control	R	-	-	-	-	-	-	-	-
		Traffic Control	O	-	-	-	-	-	-	-	-
		Traffic Control	R	-	-	-	-	-	-	-	-
		Traffic Control	O	-	-	-	-	-	-	-	-
		Security	R	-	-	-	-	-	-	-	-
		Security	O	-	-	-	-	-	-	-	-
		Traffic Control	R	-	-	-	-	-	10.00	-	10.00
		Traffic Control	O	-	-	-	-	-	10.00	-	10.00
		Traffic Control	R	-	-	-	-	-	-	-	-
		Traffic Control	O	-	-	-	-	-	-	-	-
		Traffic Control	R	-	-	-	-	-	-	-	-
		Traffic Control	O	-	-	-	-	-	-	-	-
		Security	R	-	-	-	-	-	12.00	-	12.00
		Security	O	-	-	-	-	-	12.00	-	12.00
		Security	R	-	-	-	-	-	-	-	-
		Security	O	-	-	-	-	-	-	-	-
		Traffic Control	R	-	-	-	-	-	-	-	-
		Traffic Control	O	-	-	-	-	-	-	-	-
		Handyman	R	-	-	-	-	10.00	10.00	-	20.00
		Handyman	O	-	-	-	-	10.00	10.00	-	20.00
		Traffic Control	R	-	-	-	-	-	-	-	-
		Traffic Control	O	-	-	-	-	-	-	-	-
		Traffic Control	R	-	-	-	-	-	-	-	-
		Traffic Control	O	-	-	-	-	-	-	-	-
		Total		-	-	-	-	10.00	115.00	-	125.00

Timesheet
 Mizrahi Inc.
 Project: 1 Bloor
 Site Labour
 For the Week ending: 2020-11-07

Date	Employee Name	Occupation	Hour Type	Sun	01-Nov	Mon	02-Nov	Tue	03-Nov	Wed	04-Nov	Thu	05-Nov	Fri	06-Nov	Sat	07-Nov	Total Hrs
		Security	R	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		Security	O	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		Security	R	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		Security	O	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		General Labour	R	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		General Labour	O	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		Security	R	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		Security	O	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		General Labour	R	-	-	10.00	10.00	9.50	10.00	10.00	10.00	10.00	10.00	10.00	13.50	8.00	8.00	61.00
		General Labour	O	-	-	10.00	10.00	9.50	10.00	10.00	10.00	10.00	10.00	10.00	4.50	8.00	8.00	44.00
		General Labour	R	-	-	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	4.00	-	-	54.00
		General Labour	O	-	-	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	4.00	-	-	44.00
		Security	R	-	-	8.50	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.75	8.75	12.00	53.25
		Security	O	-	-	8.50	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.75	8.75	2.75	9.25	44.00
		Traffic Control	R	-	-	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	11.00	-	-	-	51.00
		Traffic Control	O	-	-	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	4.00	-	-	-	44.00
		Handyman	R	-	-	-	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	-	-	-	24.00
		Handyman	O	-	-	-	8.00	8.00	8.00	8.00	8.00	8.00	8.00	7.00	-	-	-	24.00
		General Labour	R	-	-	8.00	8.00	-	-	-	-	-	-	-	-	-	-	8.00
		General Labour	O	-	-	8.00	8.00	-	-	-	-	-	-	-	-	-	-	8.00
		Traffic Control	R	-	-	-	-	-	-	-	10.00	-	-	-	9.50	-	-	19.50
		Traffic Control	O	-	-	-	-	-	-	-	10.00	-	-	-	9.50	-	-	19.50
		General Labour	R	-	-	10.00	9.00	9.00	9.00	9.00	9.00	9.00	9.00	9.00	13.50	8.00	8.00	58.50
		General Labour	O	-	-	10.00	9.00	9.00	9.00	9.00	9.00	9.00	9.00	9.00	7.00	-	-	44.00

Date	Employee Name	Occupation	Hour Type	01-Nov	02-Nov	03-Nov	04-Nov	05-Nov	06-Nov	07-Nov	Total Hrs
				Sun	Mon	Tue	Wed	Thu	Fri	Sat	
		General Labour	O	-	-	-	-	-	6.50	8.00	14.50
		Traffic Control	R	-	-	-	-	-	-	-	-
		Traffic Control	O	-	-	-	-	-	-	-	-
		Security	R	-	9.25	9.00	9.25	9.00	11.50	-	48.00
		Security	O	-	9.25	9.00	9.25	9.00	7.50	-	44.00
				-	-	-	-	-	4.00	-	4.00
		Traffic Control	R	-	-	-	-	-	-	-	-
		Traffic Control	O	-	-	-	-	-	-	-	-
		Traffic Control	R	-	-	-	-	-	-	-	-
		Traffic Control	O	-	-	-	-	-	-	-	-
		Traffic Control	R	-	10.00	10.00	10.00	10.00	9.50	-	49.50
		Traffic Control	O	-	10.00	10.00	10.00	10.00	4.00	-	44.00
				-	-	-	-	-	5.50	-	5.50
		General Labour	R	-	-	-	-	-	-	-	-
		General Labour	O	-	-	-	-	-	-	-	-
		General Labour	R	-	8.00	8.00	8.00	8.00	8.00	-	40.00
		General Labour	O	-	8.00	8.00	8.00	8.00	8.00	-	40.00
		General Labour	R	-	-	8.00	8.00	8.00	8.00	-	32.00
		General Labour	O	-	-	8.00	8.00	8.00	8.00	-	32.00
		General Labour	R	-	-	8.00	8.00	8.00	9.50	-	33.50
		General Labour	O	-	-	8.00	8.00	8.00	9.50	-	33.50
		Traffic Control	R	-	-	-	10.00	-	9.50	-	19.50
		Traffic Control	O	-	-	-	10.00	-	9.50	-	19.50
		Traffic Control	R	-	-	-	-	-	-	-	-
		Traffic Control	O	-	-	-	-	-	-	-	-
		Traffic Control	R	-	-	-	-	-	-	-	-
		Traffic Control	O	-	-	-	-	-	-	-	-
		Security	R	-	9.00	9.00	9.00	9.00	9.00	-	45.00
		Security	O	-	9.00	9.00	9.00	9.00	8.00	-	44.00
				-	-	-	-	-	1.00	-	1.00

Date	Employee Name	Occupation	Hour Type	01-Nov							Total Hrs		
				Sun	Mon	Tue	Wed	Thu	Fri	Sat			
		Traffic Control	R	-	10.00	10.00	10.00	10.00	10.00	10.00	9.50	-	49.50
		Traffic Control	O	-	10.00	10.00	10.00	10.00	10.00	10.00	4.00	-	44.00
				-	-	-	-	-	-	-	5.50	-	5.50
		Traffic Control	R	-	10.00	10.00	10.00	10.00	10.00	10.00	9.50	-	49.50
		Traffic Control	O	-	10.00	10.00	10.00	10.00	10.00	10.00	4.00	-	44.00
				-	-	-	-	-	-	-	5.50	-	5.50
		Security	R	-	-	-	-	-	-	-	-	-	-
		Security	O	-	-	-	-	-	-	-	-	-	-
				-	-	-	-	-	-	-	-	-	-
		Traffic Control	R	-	-	-	-	-	-	-	-	-	-
		Traffic Control	O	-	-	-	-	-	-	-	-	-	-
				-	-	-	-	-	-	-	-	-	-
		Traffic Control	R	-	-	-	-	-	-	-	-	-	-
		Traffic Control	O	-	-	-	-	-	-	-	-	-	-
				-	-	-	-	-	-	-	-	-	-
		Traffic Control	R	-	15.00	14.00	14.00	14.00	14.00	14.00	14.00	12.00	83.00
		Security	O	-	15.00	14.00	14.00	14.00	1.00	13.00	14.00	12.00	44.00
				-	-	-	-	-	-	-	-	-	39.00
				-	-	-	-	-	-	-	-	-	-
				-	-	-	-	-	-	-	-	-	-
				-	-	-	-	-	-	-	-	-	-
		Traffic Control	R	-	10.00	10.00	10.00	10.00	10.00	10.00	9.25	-	49.25
		Traffic Control	O	-	10.00	10.00	10.00	10.00	10.00	10.00	4.00	-	44.00
				-	-	-	-	-	-	-	5.25	-	5.25
				-	-	-	-	-	-	-	-	-	-
		Handyman	R	-	5.00	11.00	10.00	10.00	10.00	10.00	12.00	-	48.00
		Handyman	O	-	5.00	11.00	10.00	10.00	10.00	10.00	8.00	-	44.00
				-	-	-	-	-	-	-	4.00	-	4.00
				-	-	-	-	-	-	-	-	-	-
		Traffic Control	R	-	-	-	-	-	-	-	-	-	-
		Traffic Control	O	-	-	-	-	-	-	-	-	-	-
				-	-	-	-	-	-	-	-	-	-
		Traffic Control	R	-	10.00	10.00	10.00	10.00	10.00	10.00	11.50	-	51.50
		Traffic Control	O	-	10.00	10.00	10.00	10.00	10.00	10.00	4.00	-	44.00
				-	-	-	-	-	-	-	7.50	-	7.50
				-	-	-	-	-	-	-	-	-	-
		Total		-	152.75	171.50	191.25	171.00	201.00	40.00	927.50		

Timesheet
 Mizrahi Inc.
 Project: 1 Bloor
 Site Labour
 For the Week ending: 2020-11-14

Date	Employee Name	Occupation	Hour Type	Sun	Mon	Tue	Wed	Thu	Fri	Sat	14-Nov	Total Hrs
		Security	R	-	-	8.00	-	-	-	8.00	-	16.00
		Security	O	-	-	8.00	-	-	-	8.00	-	16.00
		Security	R	-	8.00	-	-	8.00	-	-	-	24.00
		Security	O	-	8.00	-	-	8.00	-	-	-	24.00
		General Labour	R	-	-	-	-	-	-	-	-	-
		General Labour	O	-	-	-	-	-	-	-	-	-
		Security	R	-	-	-	8.00	-	-	-	12.00	20.00
		Security	O	-	-	-	8.00	-	-	-	12.00	20.00
		General Labour	R	8.00	11.50	10.00	10.00	10.00	10.50	10.00	8.00	68.00
		General Labour	O	8.00	11.50	10.00	10.00	4.50	6.00	10.00	8.00	44.00
		General Labour	R	-	12.50	10.00	10.50	11.00	10.50	10.50	8.00	62.50
		General Labour	O	-	12.50	10.00	10.50	11.00	10.50	10.50	8.00	44.00
		Security	R	-	8.75	8.00	8.00	8.00	8.00	8.00	-	40.75
		Security	O	-	8.75	8.00	8.00	8.00	8.00	8.00	-	40.75
		Traffic Control	R	-	11.00	10.00	10.00	10.00	10.00	9.00	10.00	60.00
		Traffic Control	O	-	11.00	10.00	10.00	10.00	3.00	6.00	10.00	44.00
		Handyman	R	-	8.00	8.00	8.00	8.00	8.00	8.00	-	40.00
		Handyman	O	-	8.00	8.00	8.00	8.00	8.00	8.00	-	40.00
		General Labour	R	-	-	-	-	-	-	-	-	-
		General Labour	O	-	-	-	-	-	-	-	-	-
		Traffic Control	R	-	9.50	-	-	8.00	-	-	-	17.50
		Traffic Control	O	-	9.50	-	-	8.00	-	-	-	17.50
		General Labour	R	-	11.50	9.50	9.00	9.50	8.00	8.00	-	47.50
		General Labour	O	-	11.50	9.50	9.00	9.50	4.50	4.50	-	44.00

Date	Employee Name	Occupation	Hour Type	08-Nov	09-Nov	10-Nov	11-Nov	12-Nov	13-Nov	14-Nov	Total Hrs
				Sun	Mon	Tue	Wed	Thu	Fri	Sat	
		General Labour	O						3.50		3.50
		Traffic Control	R					9.00			9.00
		Traffic Control	O					9.00			9.00
		Security	R		8.00	8.00	8.00	8.00	8.00		40.00
		Security	O		8.00	8.00	8.00	8.00	8.00		40.00
		Traffic Control	R								
		Traffic Control	O								
		Traffic Control	R								
		Traffic Control	O								
		Traffic Control	R								
		Traffic Control	O								
		General Labour	R								
		General Labour	O								
		General Labour	R		8.00	8.00	8.00	8.50	8.00		40.50
		General Labour	O		8.00	8.00	8.00	8.50	8.00		40.50
		General Labour	R		8.00		8.00	8.50	7.00		31.50
		General Labour	O		8.00		8.00	8.50	7.00		31.50
		General Labour	R		10.50	8.00	8.00	8.00	8.00		42.50
		General Labour	O		10.50	8.00	8.00	8.00	8.00		42.50
		Traffic Control	R		9.50				9.00		18.50
		Traffic Control	O		9.50				9.00		18.50
		Traffic Control	R								
		Traffic Control	O								
		Traffic Control	R								
		Traffic Control	O								
		Security	R			8.00	8.00			12.00	28.00
		Security	O			8.00	8.00			12.00	28.00

Timesheet
 Mizrahi Inc.
 Project: 1 Bloor
 Site Labour
 For the Week ending: 2020-11-21

Date	Employee Name	Occupation	Hour Type	Sun	Mon	Tue	Wed	Thu	Fri	Sat	21-Nov	Total Hrs
		Security	R	-	-	-	-	-	8.00	-	-	8.00
		Security	O	-	-	-	-	-	8.00	-	-	8.00
		Security	R	12.00	7.00	-	-	-	-	8.00	10.00	37.00
		Security	O	12.00	7.00	-	-	-	-	8.00	10.00	37.00
		General Labour	R	-	-	-	-	-	-	-	-	-
		General Labour	O	-	-	-	-	-	-	-	-	-
		Security	R	-	-	-	-	-	8.00	-	-	8.00
		Security	O	-	-	-	-	-	8.00	-	-	8.00
		General Labour	R	-	11.50	11.00	12.00	12.00	11.50	13.00	8.00	67.00
		General Labour	O	-	11.50	11.00	12.00	12.00	9.50	13.00	8.00	44.00
		General Labour	R	-	12.00	11.50	12.00	12.00	2.00	13.00	-	23.00
		General Labour	O	-	12.00	11.50	12.00	12.00	2.00	13.00	-	59.00
		Security	R	-	10.00	8.00	11.00	11.00	8.50	9.50	-	47.00
		Security	O	-	10.00	8.00	11.00	11.00	8.50	6.50	-	44.00
		Traffic Control	R	-	-	-	-	-	-	3.00	-	3.00
		Traffic Control	O	-	-	-	-	-	-	-	-	-
		Handyman	R	-	-	-	-	-	-	-	-	-
		Handyman	O	-	-	-	-	-	-	-	-	-
		General Labour	R	-	-	-	-	-	-	-	-	-
		General Labour	O	-	-	-	-	-	-	-	-	-
		Traffic Control	R	-	-	-	-	-	-	12.00	-	12.00
		Traffic Control	O	-	-	-	-	-	-	12.00	-	12.00
		General Labour	R	-	11.00	10.00	12.00	12.00	9.00	9.00	-	51.00
		General Labour	O	-	11.00	10.00	12.00	12.00	9.00	2.00	-	44.00

Date	Employee Name	Occupation	Hour Type	15-Nov	16-Nov	17-Nov	18-Nov	19-Nov	20-Nov	21-Nov	Total Hrs
				Sun	Mon	Tue	Wed	Thu	Fri	Sat	
		General Labour	O	-	-	-	-	-	7.00	-	7.00
		Traffic Control	R	-	-	-	-	-	-	-	-
		Traffic Control	O	-	-	-	-	-	-	-	-
		Security	R	-	8.50	8.00	-	9.00	9.00	-	34.50
		Security	O	-	8.50	8.00	-	9.00	9.00	-	34.50
		Traffic Control	R	-	-	-	-	-	-	-	-
		Traffic Control	O	-	-	-	-	-	-	-	-
		Traffic Control	R	-	-	-	-	-	12.00	-	12.00
		Traffic Control	O	-	-	-	-	-	12.00	-	12.00
		Traffic Control	R	-	-	-	-	-	-	-	-
		Traffic Control	O	-	-	-	-	-	-	-	-
		General Labour	R	-	-	-	-	-	-	10.00	10.00
		General Labour	O	-	-	-	-	-	-	10.00	10.00
		General Labour	R	-	8.00	8.00	8.00	10.50	9.50	8.00	52.00
		General Labour	O	-	8.00	8.00	8.00	10.50	9.50	8.00	44.00
		General Labour	R	-	8.00	8.00	8.00	8.00	8.00	-	40.00
		General Labour	O	-	8.00	8.00	8.00	8.00	8.00	-	40.00
		General Labour	R	-	8.00	8.00	8.00	8.00	11.50	-	43.50
		General Labour	O	-	8.00	8.00	8.00	8.00	11.50	-	43.50
		Traffic Control	R	-	11.50	8.00	13.00	10.00	12.00	7.00	61.50
		Traffic Control	O	-	11.50	8.00	13.00	10.00	1.50	7.00	44.00
		Traffic Control	R	-	-	-	-	10.00	-	-	10.00
		Traffic Control	O	-	-	-	-	10.00	-	-	10.00
		Traffic Control	R	-	11.50	-	-	-	-	-	11.50
		Traffic Control	O	-	11.50	-	-	-	-	-	11.50
		Security	R	12.00	-	8.00	8.00	-	-	6.00	34.00
		Security	O	12.00	-	8.00	8.00	-	-	6.00	34.00

From: 박동빈/차장/글로벌마켓담당 <jake.park@meritz.co.kr>
Sent: Monday, November 16, 2020 10:50 PM
To: Sam Mizrahi
Subject: FW: The One - CCM and King Street Company
Attachments: 1 Bloor - Main Contract.PDF

FYI

보낸 사람: Davidge, Rod <RDavidge@osler.com>
보낸 날짜: 2020년 11월 17일 화요일 오전 10:51
받는 사람: 조은혜 Zo, Eunhye (Grace)
참조: 신민재 Sheen, Minjae; #글로벌펀드운용 2 팀; 고성원/담당/글로벌마켓담당; 박동빈/차장/글로벌마켓담당;
김혜빈/대리/글로벌마켓담당; Terry Choi; Sharp, Sarah
제목: RE: The One - CCM and King Street Company

Grace,

I confirm that we had a conversation with Coco's counsel today. They suggested that there is no issue with payments to third parties and potentially in respect of employee salaries, although they needed to look into that. They did suggest that Coco is disputing the payment of further fees to Mizrahi Inc., although they did not suggest a basis for that under the contract.

In terms of Clark Construction Management, we heard further from borrower's counsel (Dentons) and were provided with a contract between Mizrahi Inc. and Clark Construction Management.

The first portion of that contract is attached to this email and the balance will be in a further email. The borrower has requested that the lender keep this agreement confidential and that it not be shared beyond the lender and its counsel.

Regards,

Rod

OSLER

Rod Davidge
Partner
c: 647.328.1645 | o: 416.862.4934
RDavidge@osler.com
Osler, Hoskin & Harcourt LLP | osler.com

From: Davidge, Rod <RDavidge@osler.com>
Sent: Monday, November 16, 2020 8:37 AM
To: 조은혜 Zo, Eunhye (Grace) <eh.zo@igisam.com>
Cc: 신민재 Sheen, Minjae <Minjae.sheen@igisam.com>; #글로벌펀드운용 2 팀 <gfm2@igisam.com>;
고성원/담당/글로벌마켓담당 Scott <sungwon.ko@meritz.co.kr>; 박동빈/팀원/글로벌마켓담당 Jake Park
<jake.park@meritz.co.kr>; angela.kim@meritz.co.kr; Terry Choi <terry.choi@hanafn.com>; Sharp, Sarah

<SSharp@osler.com>

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

Hi Grace,

1. To clarify, I understand that there is no contract between Mizrahi Inc. and Clark Construction Management. That would obviously impact the analysis of our memorandum on termination of Clark and we had expected there was a contract. There is a contract between the project owner and Mizrahi Inc.
2. Borrower's counsel also followed up to correct what they advised us of on the call yesterday and confirmed that commissions are paid net of HST.
3. Understood in term of the management fee being in the budget.

We will reach out to Coco's counsel to discuss the payment dispute.

Regards,

Rod

OSLER

Rod Davidge

Partner

c: 647.328.1645 | o: 416.862.4934

RDavidge@osler.com

Osler, Hoskin & Harcourt LLP | osler.com

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

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

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

Cc: 신민재 Sheen, Minjae <Minjae.sheen@igisam.com>; #글로벌펀드운용 2 팀 <gfm2@igisam.com>;

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

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

Rod,

Let me share the updated information from Mertiz.

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

Best regards,

Grace

From: 조은혜 Zo, Eunhye (Grace)
Sent: Monday, November 16, 2020 8:13 AM
To: Davidge, Rod <RDavidge@osler.com>
Cc: 신민재 Sheen, Minjae <Minjae.sheen@igisam.com>; #글로벌펀드운용 2 팀 <gfm2@igisam.com>;
고성원/담당/글로벌마켓담당 Scott <sungwon.ko@meritz.co.kr>; 박동빈/팀원/글로벌마켓담당 Jake Park
<jake.park@meritz.co.kr>; angela.kim@meritz.co.kr; Terry Choi <terry.choi@hanafn.com>; Sharp, Sarah
<SSharp@osler.com>
Subject: RE: The One - CCM and King Street Company

Rod,

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

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

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

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

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

Let me know if you need further discussion on this.

Best regards,

Grace

From: Davidge, Rod <RDavidge@osler.com>
Sent: Monday, November 16, 2020 7:41 AM
To: 조은혜 Zo, Eunhye (Grace) <eh.zo@igisam.com>
Cc: 신민재 Sheen, Minjae <Minjae.sheen@igisam.com>; #글로벌펀드운용 2 팀 <gfm2@igisam.com>;
고성원/담당/글로벌마켓담당 Scott <sungwon.ko@meritz.co.kr>; 박동빈/팀원/글로벌마켓담당 Jake Park
<jake.park@meritz.co.kr>; angela.kim@meritz.co.kr; Terry Choi <terry.choi@hanafn.com>; Sharp, Sarah
<SSharp@osler.com>
Subject: The One - CCM and King Street Company

Grace,

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

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

Restaurant Tenant CCAA Filing

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

CCM Termination

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

Disputed Payments

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

We note the following:

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

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

Please let us know if you have any questions.

Regards,

Rod



Rod Davidge

Partner

c: 647.328.1645 | o: 416.862.4934

RDavidge@osler.com

Osler, Hoskin & Harcourt LLP | osler.com

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CCDC 5A

Construction Management Contract
– for Services

2 0 1 0

1 Bloor - The One

Apply a CCDC 5A copyright seal here. The application of the seal demonstrates the intention of the party proposing the use of this document that it be an accurate and unamended form of CCDC 5A – 2010 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

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CCDC 5A is the product of a consensus-building process aimed at balancing the interests of all parties on the construction project. It reflects recommended industry practices. CCDC 5A can have important consequences. The CCDC and its constituent member organizations do not accept any responsibility or liability for loss or damage which may be suffered as a result of the use or interpretation of CCDC 5A.

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER – FOR SERVICES

This agreement made on the _____ day of July in the year 2017 by and between

Mizrahi Inc.

hereinafter called the *Owner* and

Clark Construction Management Inc.

hereinafter called the *Construction Manager*

The *Owner* and *Construction Manager* agree as follows:

ARTICLE A-1 THE SERVICES

The *Construction Manager* shall

- 1.1 perform the *Services* for
1 Bloor - The One

insert above the title of the Project

located at

1 Bloor Street West, Toronto Ontario

insert above the Place of the Project

and as further described in Article A-3 – DESCRIPTION OF THE PROJECT, for which the Agreement has been signed

by the parties, and for which

CORE Architects

insert above the name of the Consultant

is acting as and is hereinafter called the "*Consultant*", and

- 1.2 do and fulfill everything indicated by the *Contract Documents*, and
- 1.3 commence the *Services* by the _____ day of July in the year 2017 and continue in accordance with any schedule provided in Article A-3 – DESCRIPTION OF THE PROJECT. The *Construction Manager's* obligation to provide *Services* shall end no later than one year after the *Project In-Use Date*.

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

- 2.1 This *Contract* supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the *Services*.
- 2.2 This *Contract* may be amended as provided in the *Contract Documents*.

ARTICLE A-3 DESCRIPTION OF THE PROJECT

- 3.1 The following is a description of the *Project* including intended use, scope, budget, schedule, phases if applicable, the anticipated *Project In-Use Date*, and any other information which further generally describes the nature of the *Project*:

Scope of Work

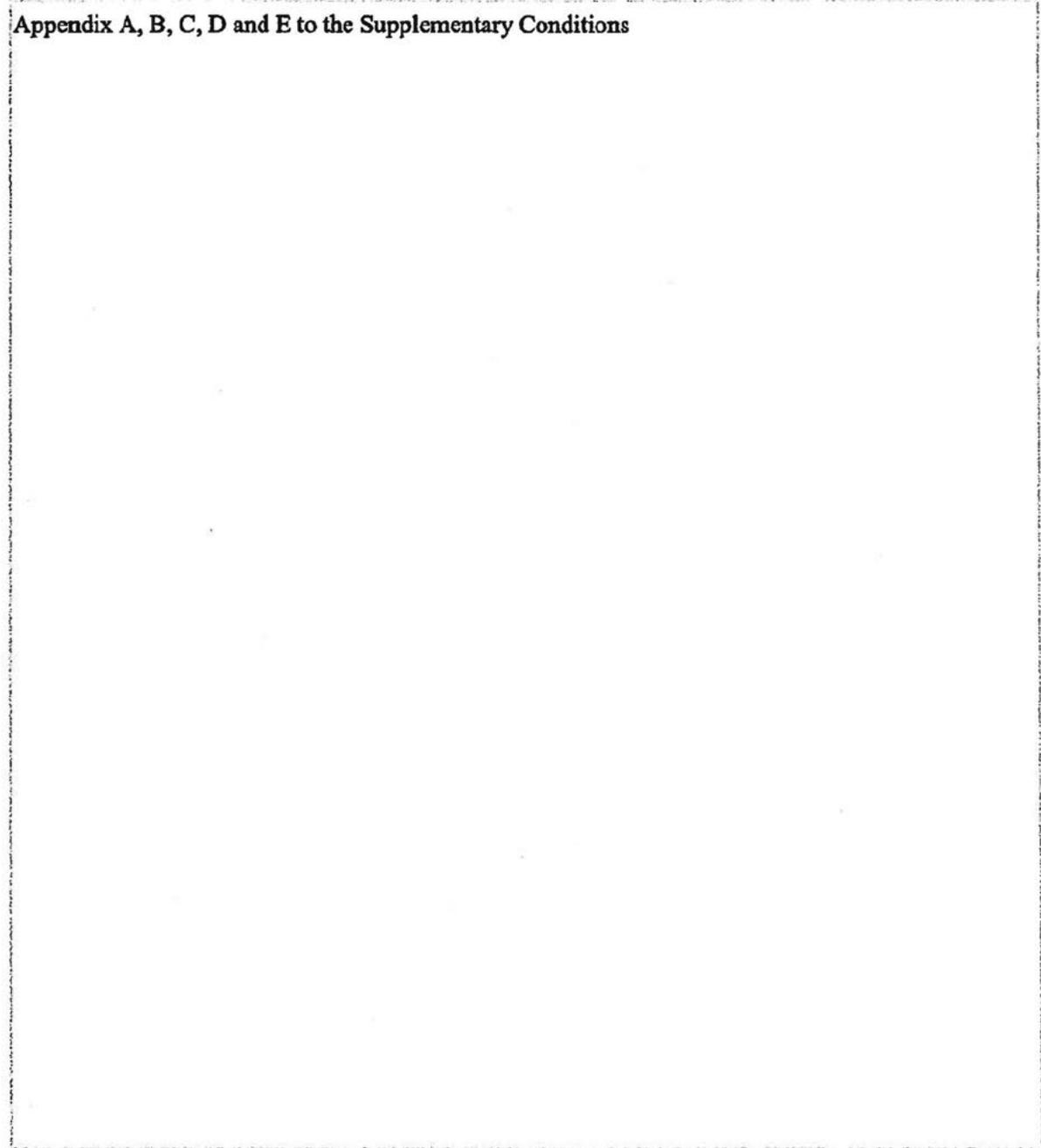
The work to be undertaken shall consist of managing the construction of luxury mixed-use building at 1 Bloor Street West, Toronto, ready for use and legal occupancy, in strict compliance with the plans, specifications and other related documents. Provide direction to planning, scheduling and engineering functions as required.

ARTICLE A-4 CONTRACT DOCUMENTS

4.1 The following are the *Contract Documents* referred to in Article A-1 of the Agreement – THE SERVICES:

- the Agreement Between *Owner* and *Construction Manager* (including the Schedules to the Agreement)
- the Definitions
- the General Conditions

*
Appendix A, B, C, D and E to the Supplementary Conditions



* (Insert here, attaching additional pages if required, a list identifying all other Contract Documents)

ARTICLE A-5 COMPENSATION FOR SERVICES

- 5.1 The *Construction Manager's* compensation shall be equal to the sum of the *Construction Manager's* fee as specified in paragraph 5.2 and the reimbursable expenses as described in paragraph 5.3.
- 5.2 The *Construction Manager's* fee is comprised of one or more of the following:
- .1^F ~~A fixed amount of _____; and~~
 - .2^F A percentage amount of one and a half percent (1.5 %) of the *Construction Cost*. In the event that the *Owner* furnishes labour or material below market cost or materials are re-used beyond that anticipated in the original scope of the *Project*, the *Construction Cost* for purposes of establishing the *Construction Manager's* fee is the cost of all materials and labour necessary to complete the *Project* as if all materials had been new and as if all labour had been paid for at market prices at the time of construction or, in the event that the construction does not proceed, at existing market prices at the anticipated time of construction. Where the actual cost has not been determined for all or part of the *Project*, the *Construction Cost* shall be the *Construction Cost Estimate*, as agreed by the *Owner* and the *Construction Manager*, at market rates at the anticipated time of construction; and
 - .3^F An amount based on the time-based rates for personnel employed by the *Construction Manager* as described in Schedule C to the Agreement and engaged in performing the *Services* to the level of effort agreed prior to the commencement of the *Services*.
- * *Strike out inapplicable paragraph(s).*
- 5.3 The reimbursable expenses are the actual expenses, supported by receipts or invoices, that the *Construction Manager* incurred in performing the *Services*, and as identified in Schedules A2 and B2 to the Agreement plus the administrative charge of one and a half percent (1.5 %). If there are no receipts or invoices, the expenses shall be at rates prevailing in the area of the *Place of the Project* and supported with suitable documentation.
- 5.4 The *Owner* may by written request require the *Construction Manager* to:
- .1 provide prior to commencement of the *Services* an estimate of the total amount of the *Construction Manager's* fee for the *Services* as described in paragraph 5.2.3;
 - .2 provide prior to commencement of the *Services* an estimate of the total amount of the reimbursable expenses as described in paragraph 5.3 for evaluation and verification purposes; and
 - .3 inform the *Owner* in writing prior to incurring reimbursable expenses as described in paragraph 5.3.
- 5.5 All amounts are in Canadian funds.

ARTICLE A-6 PAYMENT

- 6.1 Where required by provincial or territorial legislation, payments shall be subject to the lien legislation applicable to the *Place of the Project*. The *Owner* shall pay the *Construction Manager*:
- .1 payments on account of the compensation described in Article A-5 of the Agreement – COMPENSATION FOR SERVICES together with such *Value Added Taxes* as may be applicable to such payments, and
 - .2 upon completion of the *Services*, the unpaid balance of the compensation together with such *Value Added Taxes* as may be applicable to such payments.
- 6.2 Should the *Owner* fail to make payments as they become due under the terms of the *Contract* or in an award by arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:
- .1 2% per annum above the prime rate for the first 60 days.
 - .2 4% per annum above the prime rate after the first 60 days.
- Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by

(Insert name of chartered lending institution whose prime rate is to be used)
for prime business loans as it may change from time to time.

ARTICLE A-7 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

- 7.1 *Notices in Writing* will be addressed to the recipient at the address set out below.
- 7.2 The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, or by facsimile or other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender.
- 7.3 A *Notice in Writing* delivered by one party in accordance with this *Contract* will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it shall be deemed to have been received five calendar days after the date on which it was mailed, provided that if either such day is not a *Working Day*, then the *Notice in Writing* shall be deemed to have been received on the *Working Day* next following such day.
- 7.4 A *Notice in Writing* sent by facsimile or other form of electronic communication shall be deemed to have been received on the date of its transmission provided that if such day is not a *Working Day* or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first *Working Day* next following the transmission thereof.
- 7.5 An address for a party may be changed by *Notice in Writing* setting out the new address delivered to the other party in accordance with this Article.

Owner

Mizrahi Inc.

name of Owner*

189 Forest Hill Road, Toronto ON

address

(866) 300-0219

facsimile number

remy@mizrahidevelopments.ca

email address

Construction Manager

Clark Construction Management Inc.

name of Construction Manager*

387124 20th Sideroad, Mono, On, L9W 6V5

address

mclark@clarkcm.ca

facsimile number

email address

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

ARTICLE A-8 LANGUAGE OF THE CONTRACT

- 8.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English/French# language shall prevail.
- 8.2 This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.

Complete this statement by striking out inapplicable term.

CCDC 5A – 2010

Note: This contract is protected by copyright. Use of a CCDC 5A document not containing a CCDC 5A copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 5A copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 5A – 2010 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

ARTICLE A-9 SUCCESSION

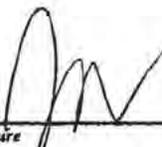
9.1 This Contract shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns.

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

SIGNED AND DELIVERED
in the presence of:

WITNESS

OWNER
Mizrahi Inc.



signature
Joshua Cox - VP

name of person signing

name of Owner

signature


name and title of person signing
Sam Mizrahi - President

signature

name of person signing

signature

name and title of person signing

WITNESS

CONSTRUCTION MANAGER
Clark Construction Management Inc.



signature
Shawn Millican-General Superintendent

name of person signing

name of Construction Manager

signature


name and title of person signing
Mike Clark-President

signature

name of person signing

signature

name and title of person signing

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

SCHEDULE A1 TO THE AGREEMENT – SERVICES AND COMPENSATION

<p>1. PRECONSTRUCTION</p> <p>(*Note: F1 Included in the fixed amount as described in paragraph 5.2.1 of Article A-5 – COMPENSATION FOR SERVICES. F2 Included in the percentage amount as described in paragraph 5.2.2 of Article A-5 – COMPENSATION FOR SERVICES. F3 Fee to the <i>Construction Manager</i> based on time-based rates as described in paragraph 5.2.3 of Article A-5 – COMPENSATION FOR SERVICES.)</p>	<p>Performed by the Owner or Someone Other Than the Construction Manager</p>	<p>Performed by the Construction Manager (*F1/F2/F3)</p>	<p>Not Applicable</p>
<p>1.1 General Services</p> <p>.1 Attend regular <i>Project</i> meetings with the <i>Owner</i> and the <i>Consultant</i>.</p> <p>.2 Provide advice to the <i>Owner</i> and the <i>Consultant</i> with respect to construction and market conditions.</p>	<p><input type="checkbox"/></p> <p><input type="checkbox"/></p>	<p>F3</p> <p>F3</p>	<p><input type="checkbox"/></p> <p><input type="checkbox"/></p>
<p>1.2 Pre-design</p> <p>.1 Estimating:</p> <p>(1) Confirm or prepare a <i>Class D Construction Cost Estimate</i>.</p> <p>(2) Advise the <i>Owner</i> if it appears that the <i>Construction Cost Estimate</i> may exceed the <i>Project</i> budget, and make recommendation for corrective action.</p> <p>.2 Scheduling: Prepare a preliminary overall <i>Project</i> schedule.</p>	<p><input type="checkbox"/></p> <p><input type="checkbox"/></p>	<p>F3</p> <p>F3</p>	<p><input type="checkbox"/></p> <p><input type="checkbox"/></p>
<p>1.3 Schematic Design Phase</p> <p>.1 Constructability: Provide advice on site use and possible improvements, selection of materials, assembly systems, and, equipment and provide recommendations on construction feasibility, availability of materials and labour, time requirements for installation and construction, and factors related to alternative designs and possible economies.</p> <p>.2 Estimating:</p> <p>(1) Prepare a <i>Class C Construction Cost Estimate</i> at the end of the Schematic Design Phase.</p> <p>(2) Advise the <i>Owner</i> if it appears that the <i>Construction Cost Estimate</i> may exceed the <i>Project</i> budget, and make recommendation for corrective action.</p> <p>.3 Scheduling: Prepare in consultation with the <i>Consultant</i> and the <i>Owner</i> a preliminary <i>Project</i> schedule for the <i>Owner's</i> review; such <i>Project</i> schedule shall take into consideration the sequence and timing of the required basic program decisions, including anticipated design time, approval period, preparation of documentation, bid calls and subsequent evaluations, trade contract awards, on-site construction activities, and the <i>Project-In-Use Date</i>.</p> <p>.4 Other Services: Assist in providing liaison and coordination among government authorities, utility companies, and other authorities having jurisdiction over the <i>Place of the Project</i>.</p>	<p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>	<p>F3</p> <p>F3</p> <p>F3</p> <p>F3</p>	<p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>
<p>1.4 Design Development Phase</p> <p>.1 Constructability:</p> <p>(1) Provide updates as necessary regarding the availability of materials and labour, building systems, and possible economies.</p> <p>(2) Make recommendations to the <i>Owner</i> and the <i>Consultant</i> regarding the scope of <i>Work</i> packages, to help facilitate the subsequent bidding and awarding of trade and supply contracts.</p> <p>(3) Review the specifications and drawings and at the end of the Design Development Phase, make recommendations to the <i>Owner</i> and the <i>Consultant</i> as to constructability and coordination among the <i>Trade Contractors</i>.</p> <p>(4) Prepare general functional layout of construction site access and organization and <i>Temporary Work</i>.</p> <p>.2 Estimating and Cost Control:</p> <p>(1) Prepare a <i>Class B Construction Cost Estimate</i> at the end of the Design Development Phase.</p> <p>(2) Advise the <i>Owner</i> if it appears that the <i>Construction Cost Estimate</i> may exceed the <i>Project</i> budget, and make recommendations for corrective action.</p> <p>(3) Establish a cost control program, and prepare a cash flow forecast for the <i>Project</i>.</p> <p>.3 Scheduling:</p> <p>(1) Review and update the <i>Project</i> schedule with appropriate details.</p> <p>(2) Advise the <i>Owner</i> if it appears that the <i>Project</i> schedule may vary from that specified in Article A-3 of the Agreement – DESCRIPTION OF THE PROJECT or otherwise agreed with the <i>Owner</i>, update the <i>Project</i> schedule, and make recommendations for corrective action.</p> <p>(3) Make recommendations to the <i>Owner</i> regarding any equipment or materials, which should be pre-ordered to meet the <i>Project</i> schedule.</p>	<p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>	<p>F3</p> <p>F3</p> <p>F3</p>	<p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>

SCHEDULE A1 TO THE AGREEMENT – SERVICES AND COMPENSATION

<p>2. CONSTRUCTION</p> <p>(*Note: F1 Included in the fixed amount as described in paragraph 5.2.1 of Article A-5 – COMPENSATION FOR SERVICES. F2 Included in the percentage amount as described in paragraph 5.2.2 of Article A-5 – COMPENSATION FOR SERVICES. F3 Fee to the <i>Construction Manager</i> based on time-based rates as described in paragraph 5.2.3 of Article A-5 – COMPENSATION FOR SERVICES.)</p>	<p>Performed by the Owner or Someone Other Than the Construction Manager</p>	<p>Performed by the Construction Manager (*F1/F2/F3)</p>
<p>2.1 General Services</p> <p>.1 Chair and minute regular <i>Project</i> meetings with the <i>Owner</i>, the <i>Consultant</i> and <i>Trade Contractors</i>.</p> <p>.2 Organize and distribute all documents related to the performance of the contract and execution of the <i>Work</i> of each <i>Trade Contractor</i>.</p> <p>.3 Provide administration as described in the trade contract documents including.</p> <p>(1) Facilitate all communications among the <i>Owner</i>, the <i>Consultant</i>, the <i>Payment Certifier</i>, and <i>Trade Contractors</i> that relate to the <i>Project</i>.</p> <p>(2) In the first instance, receive all questions in writing by the <i>Owner</i> or <i>Trade Contractors</i> for interpretations and findings relating to the performance of the <i>Work</i> or the interpretation of the trade contract documents except with respect to financing information required of the <i>Owner</i>.</p> <p>(3) In the first instance, give interpretations and make findings on matters in question relating to the performance of any <i>Work</i> or the requirements of the trade contract documents, except with respect to any and all architectural and engineering aspects of the <i>Project</i> or financing information required of the <i>Owner</i>.</p> <p>(4) During the progress of the <i>Work</i>, issue supplemental instructions to <i>Trade Contractors</i> with reasonable promptness or in accordance with a schedule for such instructions agreed to by the <i>Construction Manager</i> and <i>Trade Contractors</i>.</p> <p>(5) Promptly investigate, make findings and inform the <i>Owner</i>, <i>Trade Contractors</i> and the <i>Consultant</i> concerning all concealed or unknown conditions which are discovered by the <i>Construction Manger</i> or of which <i>Notice in Writing</i> is given to the <i>Construction Manager</i>.</p> <p>(6) Make findings upon all claims for a change in any trade contract price, and provide <i>Notice in Writing</i> of such findings to all parties within 30 <i>Working Days</i> after receipt of such claim or within such other time period as may be agreed by the parties.</p> <p>(7) Give instructions necessary for the proper performance of <i>Work</i> of each <i>Trade Contractor</i> during any dispute so as to prevent delays pending settlement of such dispute.</p> <p>(8) Investigate the impact on <i>Work</i> of each <i>Trade Contractor</i> of the discovery of any fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the <i>Place of the Project</i>, and advise the <i>Owner</i> concerning the issuance of appropriate instructions for any change in <i>Work</i> as a result of such discovery.</p> <p>(9) Act on behalf of the <i>Owner</i>, <i>Trade Contractors</i> and the <i>Consultant</i> for the purpose of adjusting the amount of any loss or damage payment with insurers under property or boiler and machinery policies affecting any <i>Work</i>.</p>		<p>F3</p> <p>F3</p> <p>F3</p>
<p>2.2 Project Control and Scheduling</p> <p>.1 (1) Establish and implement organization and procedures with respect to all aspects of the <i>Project</i>.</p> <p>(2) Provide to <i>Trade Contractors</i> the <i>Project</i> schedule that indicates the timing of major activities of the <i>Project</i> in sufficient detail for <i>Trade Contractors</i> to schedule their <i>Work</i>.</p> <p>(3) Provide coordination and general direction for the progress of the <i>Project</i>.</p> <p>(4) Monitor the <i>Work</i> of each <i>Trade Contractor</i>.</p> <p>(5) Coordinate all <i>Trade Contractors</i> in the performance of their respective <i>Work</i>, with one another and with the activities and responsibilities of the <i>Owner</i> and the <i>Consultant</i>.</p> <p>(6) Review the performance of <i>Trade Contractors</i>' personnel and equipment and the availability of materials and supplies to meet the <i>Project</i> schedule and recommend courses of action to the <i>Owner</i> when requirements of a trade contract are not being met.</p> <p>(7) Provide regular monitoring of the schedule as construction progresses. Identify potential variances to planned completion dates. Review schedule for work not started or incomplete and recommend to the <i>Owner</i> and <i>Trade Contractors</i> adjustments in the schedule to achieve the <i>Project In-Use Date</i>. Provide summary reports of each monitoring and document all changes in schedule.</p>		<p>F3</p>

2. CONSTRUCTION (*Note: F1 Included in the fixed amount as described in paragraph 5.2.1 of Article A-5 – COMPENSATION FOR SERVICES. F2 Included in the percentage amount as described in paragraph 5.2.2 of Article A-5 – COMPENSATION FOR SERVICES. F3 Fee to the <i>Construction Manager</i> based on time-based rates as described in paragraph 5.2.3 of Article A-5 – COMPENSATION FOR SERVICES.)	Performed by the Owner or Someone Other Than the Construction Manager	Performed by the Construction Manager (*F1/F2/F3)
2.3 Common Construction Facilities and Services .1 Arrange for the required <i>Temporary Work</i> .		F3
2.4 Cost Control and Accounting .1 (1) Prepare and update the <i>Construction Cost</i> cash flow forecasts in accordance with the <i>Project</i> budget as specified in Article A-3 of the Agreement – DESCRIPTION OF THE PROJECT or otherwise agreed with the <i>Owner</i> . (2) Develop, implement and maintain a system of <i>Project</i> cost control and accounting. (3) Advise the <i>Owner</i> and the <i>Consultant</i> on the variances between actual cost and <i>Construction Cost Estimate</i> . (4) Provide reasonable assistance and information to permit recovery of all tax rebates where applicable. (5) Jointly with each <i>Trade Contractor</i> , prepare a schedule showing when items called for under cash allowances must be ordered to avoid delaying the progress of <i>Work</i> . (6) Provide recommendations to the <i>Owner</i> for necessary changes to maintain <i>Project</i> budget and <i>Project</i> schedule.		F3
2.5 Changes in Work .1 (1) Develop and implement a system for processing changes in any <i>Work</i> . (2) Recommend appropriate changes in any <i>Work</i> to the <i>Owner</i> and the <i>Consultant</i> . (3) Review requests for changes in any <i>Work</i> and provide recommendations to the <i>Owner</i> and the <i>Consultant</i> and, if necessary, assist in negotiation. (4) Prepare and issue to <i>Trade Contractors</i> change orders and change directives, including written descriptions of proposed changes in <i>Work</i> , all of which are to be prepared in consultation with the <i>Consultant</i> when they are related to the specifications and drawings.		F3
2.6 Payments to Trade Contractors and Suppliers .1 (1) Develop and implement a procedure for timely process of payments to <i>Trade Contractors</i> and <i>Suppliers</i> . (2) Promptly inform the <i>Owner</i> of the date of receipt of the <i>Trade Contractors</i> ' applications for payment. (3) Promptly forward to the <i>Payment Certifier</i> the applications for payment received from the <i>Trade Contractors</i> . .2 (1) Determine the amounts owing to <i>Trade Contractors</i> and issue certificates for payment based on the <i>Construction Manager</i> 's observations and evaluation of <i>Trade Contractors</i> ' applications for payment.		F3 F3
2.7 Field Review .1 (1) Develop, implement and maintain a system for quality assurance and quality control. (2) Reject work that in the opinion of the <i>Construction Manager</i> or the <i>Consultant</i> does not conform to the requirements of the trade contract documents and whenever it is considered necessary or advisable, require inspection or testing of work.		F3
2.8 Health and Construction Safety .1 (1) Subject to paragraph 3.1.2 of GC 3.1 – PROVISION OF INFORMATION AND OBLIGATIONS, be responsible for establishing, initiating, maintaining, and overseeing the health and safety precautions and programs required to be put in place at the <i>Place of the Project</i> and review with the <i>Owner</i> all safety programs for adequacy. (2) Review with the <i>Owner</i> the <i>Trade Contractors</i> ' safety programs for compliance.		F3

SCHEDULE A1 TO THE AGREEMENT – SERVICES AND COMPENSATION

<p>2. CONSTRUCTION</p> <p>(*Note: F1 Included in the fixed amount as described in paragraph 5.2.1 of Article A-5 – COMPENSATION FOR SERVICES. F2 Included in the percentage amount as described in paragraph 5.2.2 of Article A-5 – COMPENSATION FOR SERVICES. F3 Fee to the <i>Construction Manager</i> based on time-based rates as described in paragraph 5.2.3 of Article A-5 – COMPENSATION FOR SERVICES.)</p>	<p>Performed by the Owner or Someone Other Than the Construction Manager</p>	<p>Performed by the Construction Manager (*F1/F2/F3)</p>
<p>2.9 Submittals</p> <p>.1 (1) Establish procedures for processing submittals. (2) Coordinate all relevant information required to perform any <i>Work</i>. (3) Upon request by any <i>Trade Contractor</i> or the <i>Consultant</i>, jointly prepare a schedule of the dates for provision, review and return of shop drawings. (4) Forward to the <i>Consultant</i> for review all shop drawings that are considered to be complete. (5) Indicate in writing the <i>Consultant's</i> acceptance or rejection of all deviations in the shop drawings from the requirements of the trade contract documents. (6) Return all shop drawings in accordance with the agreed schedule, or in the absence of such agreed schedule, with reasonable promptness so as to cause no delay in the performance of any <i>Work</i>.</p>		<p>F3</p>
<p>2.10 Reports and Project Site Documents</p> <p>.1 (1) Keep a daily log available to the <i>Owner</i> and the <i>Consultant</i>. (2) Maintain copies of all necessary documents at the <i>Place of the Project</i>. (3) Collate and compile record documents and operating and maintenance manuals in accordance with the <i>Owner's</i> requirements.</p>		<p>F3</p>
<p>2.11 Start-up</p> <p>.1 (1) Assist the <i>Owner</i> in coordinating and monitoring initial start-up and testing conducted by <i>Trade Contractors</i>. (2) Coordinate the commissioning of utilities, systems and equipment.</p>		<p>F3</p>
<p>2.12 Substantial Performance of the Work</p> <p>.1 (1) Subject to applicable legislation, arrange for the issuance of the necessary certificates respecting <i>Substantial Performance of the Work</i> of each <i>Trade Contractor</i> or designated portions thereof, lists of incomplete or unsatisfactory items, and schedules for their completion. (2) Distribute certificates of <i>Substantial Performance of the Work</i> and final certificates for payment of <i>Work</i> of each <i>Trade Contractor</i>. (3) Arrange with <i>Trade Contractors</i> to finish <i>Work</i> to be completed or corrected.</p>		<p>F3</p>
<p>2.13 Project In-Use Date</p> <p>.1 (1) Determine, in consultation with the <i>Owner</i> and the <i>Consultant</i>, and advise <i>Trade Contractors</i> in writing of, the <i>Project In-Use Date</i>.</p>		<p>F3</p>
<p>2.14 Handover</p> <p>.1 (1) Inform the <i>Owner</i> and the <i>Consultant</i> in writing when <i>Work</i> of each <i>Trade Contractor</i> is ready for final review prior to issuance of final certificate for payment. (2) Seek, obtain and transmit to the <i>Owner</i> warranties (in consultation with the <i>Consultant</i>, if applicable), affidavits, releases, bonds, insurances, and waivers received from <i>Trade Contractors</i>. (3) Turn over to the <i>Owner</i> all keys and maintenance stocks. (4) Arrange for the issuance of the final certificate for payment for each <i>Trade Contractor</i>. (5) Assist the <i>Owner's</i> operating staff to facilitate a smooth and proper takeover of <i>Work</i> of each <i>Trade Contractor</i> and the <i>Project</i>, including all necessary training and instruction of the <i>Owner's</i> operating staff.</p>		<p>F3</p>

3. POST-CONSTRUCTION (*Note: F1 Included in the fixed amount as described in paragraph 5.2.1 of Article A-5 – COMPENSATION FOR SERVICES. F2 Included in the percentage amount as described in paragraph 5.2.2 of Article A-5 – COMPENSATION FOR SERVICES. F3 Fee to the <i>Construction Manager</i> based on time-based rates as described in paragraph 5.2.3 of Article A-5 – COMPENSATION FOR SERVICES.)	Performed by the Owner or Someone Other Than the Construction Manager	Performed by the Construction Manager (*F1/F2/F3)
3.1 General Services .1 (1) Chair and minute <i>Project</i> meetings with the <i>Owner</i> , the <i>Consultant</i> , and <i>Trade Contractors</i> . (2) Prepare final <i>Construction Cost</i> report.		F3
3.2 Occupancy Review .1 Assist the <i>Owner</i> in conducting post-construction occupancy review.		F3
3.3 Warranties .1 Assist the <i>Owner</i> in administering warranties.		F3

SCHEDULE A2 – REIMBURSABLE EXPENSES APPLICABLE TO SCHEDULE A1

Unless otherwise agreed to by the parties or as indicated in the following table, all expense items relating to *Services* are included in the *Construction Manager's* fee as described in paragraph 5.2 of Article of the Agreement A-5 – COMPENSATION FOR SERVICES.

	Costs Included in the Construction Manager's Fee (A5.2)	Reimbursable Expenses (A5.3)
1. Travel and subsistence expenses of the <i>Construction Manager's</i> personnel outside a radius of 50km from the <i>Place of the Project</i> .	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Charges for long distance telephone and facsimile communications, courier services, and reproduction of trade contract documents incurred in relation to the performance of this <i>Contract</i> .	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. The cost of <i>Project</i> specific information technology support in accordance with the method determined by the parties.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Deposits lost, provided that they are not caused by negligent acts or omissions of the <i>Construction Manager</i> and the <i>Services</i> are performed in accordance with this <i>Contract</i> .		<input checked="" type="checkbox"/>
5. The costs to the <i>Construction Manager</i> that result from any <i>Trade Contractor's</i> insolvency or failure to perform.		<input checked="" type="checkbox"/>
6. Charges levied by authorities having jurisdiction at the <i>Place of the Project</i> .		<input checked="" type="checkbox"/>
7. Royalties, patent licence fees and damages for infringement of patents and cost of defending suits therefore.		<input checked="" type="checkbox"/>
8. Any adjustment in taxes and duties directly related to the <i>Project</i> for which the <i>Construction Manager</i> is liable.		<input checked="" type="checkbox"/>
9. Losses and expenses sustained by the <i>Construction Manager</i> for matters which are the subject of the insurance coverages obtained pursuant to GC 8.1 – INSURANCE when such losses and expenses are not recoverable because the amounts are in excess of collectible amounts, within the deductible amounts or are not insurable.		<input checked="" type="checkbox"/>
10. The costs incurred due to emergencies affecting the safety of persons or property.		<input checked="" type="checkbox"/>
11. Legal costs incurred by the <i>Construction Manager</i> in relation to the performance of the <i>Services</i> provided that they are not caused by negligent acts or omissions of the <i>Construction Manager</i> and the <i>Services</i> are performed in accordance with this <i>Contract</i> .		<input checked="" type="checkbox"/>
12. Such other costs directly incurred by the <i>Construction Manager</i> in the performance of this <i>Contract</i> as follows: See Appendix B		<input checked="" type="checkbox"/>

SCHEDULE B1 – ADDITIONAL SERVICES AND COMPENSATION

The *Construction Manager* will provide the following additional services and *Temporary Work* that are within the scope of the *Services*:

	Method of Compensation (*F1/F2/F3)

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SCHEDULE B2 – REIMBURSABLE EXPENSES APPLICABLE TO SCHEDULE B1

Unless otherwise agreed to by the parties or as indicated in the following table, all expense items relating to additional services are included in the *Construction Manager's* fee as described in paragraph 5.2 of Article of the Agreement A-5 – COMPENSATION FOR SERVICES.

	Costs Included in the Construction Manager's Fee (A5.2)	Reimbursable Expenses (A5.3)
1. Travel and subsistence expenses of the <i>Construction Manager's</i> personnel outside a radius of 50km from the <i>Place of the Project</i> .	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Charges for long distance telephone and facsimile communications, courier services, reproduction of trade contract documents incurred in relation to the performance of this <i>Contract</i> .	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Deposits lost provided that they are not caused by negligent acts or omissions of the <i>Construction Manager</i> and the <i>Services</i> are performed in accordance with this <i>Contract</i> .	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. The costs to the <i>Construction Manager</i> that result from any <i>Trade Contractor's</i> insolvency or failure to perform.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. The cost of all products purchased by the <i>Construction Manager</i> for the <i>Project</i> , including cost of transportation thereof.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. The cost of all equipment and services required for the <i>Construction Manager's</i> field office.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. The amounts of all contracts between the <i>Construction Manager</i> and subcontractors and suppliers.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. The cost of quality assurance such as independent inspection and testing services.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Any adjustment in premiums for insurance which the <i>Construction Manager</i> is required, by this <i>Contract</i> , to purchase and maintain.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. If applicable, the cost of time-based rate for labour in the direct employ of the <i>Construction Manager</i> in performing the additional services described in Schedule B1.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Charges levied by authorities having jurisdiction at the <i>Place of the Project</i> .	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Royalties, patent licence fees and damages for infringement of patents and cost of defending suits therefore.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Any adjustment in taxes and duties directly related to the <i>Project</i> for which the <i>Construction Manager</i> is liable.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Losses and expenses sustained by the <i>Construction Manager</i> for matters which are the subject of the insurance coverages obtained pursuant to GC 8.1 – INSURANCE when such losses and expenses are not recoverable because the amounts are in excess of collectible amounts, are within the deductible amounts or are not insurable.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. The costs incurred due to emergencies affecting the safety of persons or property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Legal costs, incurred by the <i>Construction Manager</i> in relation to the performance of the <i>Project</i> provided that they are not caused by negligent acts or omissions of the <i>Construction Manager</i> and the <i>Services</i> are performed in accordance with this <i>Contract</i> .	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Such other costs directly incurred by the <i>Construction Manager</i> in performing the additional services as follows:	<input type="checkbox"/>	<input checked="" type="checkbox"/>

DEFINITIONS

The following Definitions apply to the *Contract Documents*. References in the definition to the singular shall be considered to include the plural as the context requires.

Class A Construction Cost Estimate

The *Class A Construction Cost Estimate* is an estimate of the *Construction Cost* based on the completed *Construction Documents*. *Class A Construction Cost Estimate* is the final estimate before the bid or proposal call. *Class A Construction Cost Estimate* shall be presented in elemental format and include labour and material costs, allowance for all costs resulting from the *Project* schedule, all actual associated costs, including cash allowances, contingencies, allowances for design, escalation, market conditions and anticipated amendment amounts as applicable.

Class B Construction Cost Estimate

The *Class B Construction Cost Estimate* is an estimate of the *Construction Cost* with a level of precision that is based on the degree of completion of the *Construction Documents* at the time of preparation of the estimate. The *Class B Construction Cost Estimate* is typically prepared when all site or installation investigations are completed and the design of the major systems and sub-systems of the *Project* (including outline specifications and preliminary drawings and models) are well underway. *Class B Construction Cost Estimate* shall be presented in elemental format and include labour and material costs, allowance for all costs resulting from the *Project* schedule, all actual associated costs, including cash allowances, contingencies, allowances for design, escalation, market conditions and anticipated amendment amounts as applicable.

Class C Construction Cost Estimate

The *Class C Construction Cost Estimate* is an estimate of the *Construction Cost* based on updated *Owner* requirements, general description of the *Project*, preliminary site information and existing conditions, and takes into consideration market conditions as well as basic implementation logistics. *Class C Construction Cost Estimate* shall include labour and material costs and the *Owner's* construction contingencies and allowances.

Class D Construction Cost Estimate

The *Class D Construction Cost Estimate* is an estimate of the *Construction Cost* based on the *Owner's* functional requirements to the degree known at the time. The *Class D Construction Cost Estimate* shall as a minimum be based on historical cost data for similar projects, suitably adjusted for such factors as inflation, location, risk, quality, size, and time. All related factors affecting cost are considered to the extent possible. The *Class D Construction Cost Estimate* provides the *Owner* an indication of the order of magnitude of the *Construction Cost* for a project completed within the estimated completion date, and shall include labour and material costs and the *Owner's* construction contingencies and allowances.

Construction Cost

Construction Cost means the actual cost of all elements of the *Project* including all applicable taxes but excluding the applicable value added taxes, whether recoverable or not. *Construction Cost* does not include the compensation of the *Construction Manager* and the *Consultant*.

Construction Cost Estimate

Construction Cost Estimate is either a *Class A Construction Cost Estimate*, a *Class B Construction Cost Estimate*, a *Class C Construction Cost Estimate*, or a *Class D Construction Cost Estimate*, as the context shall require and is prepared with a level of precision commensurate with the level of detail of information available at the time.

Construction Documents

The *Construction Documents* consist of the specifications and drawings that are consistent with the *Contract Documents* and are prepared by the *Consultant* and accepted by the *Owner* after execution of the Agreement for the performance of the *Project*.

Construction Manager

The *Construction Manager* is the person or entity identified as such in the Agreement.

Consultant

The *Consultant* is the person or entity engaged by the *Owner* and identified as such in the Agreement. The *Consultant* is the Architect, the Engineer or entity licensed to practise in the province or territory of the *Place of the Project*.

Contract

The *Contract* is the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the *Contract Documents* and represents the entire agreement between the parties.

Contract Documents

The *Contract Documents* consist of those documents listed in Article A-4 of the Agreement – CONTRACT DOCUMENTS and amendments agreed upon between the parties.

CCDC 5A – 2010

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Contract Time

The *Contract Time* is the time stipulated in paragraph 1.3 of Article A-1 of the Agreement – THE SERVICES.

Notice In Writing

A *Notice in Writing*, where identified in this *Contract*, is a written communication between the parties that is transmitted in accordance with the provisions of Article A-7 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

Owner

The *Owner* is the person or entity identified as such in the Agreement.

Payment Certifier

The *Payment Certifier* is either the *Construction Manager* or the *Consultant* identified as such in a trade contract.

Place of the Project

The *Place of the Project* is the designated site or location of the *Project* identified in this Agreement.

Project

The *Project* means the total construction as described in Article A-3 of the Agreement – DESCRIPTION OF THE PROJECT contemplated by the *Owner*.

Project In-Use Date

Project In-Use Date shall have been reached when the *Project* is ready for use or is being used for the purpose intended and is so confirmed in writing by the *Construction Manager* in consultation with the *Consultant* and the *Owner*.

Services

The *Services* means all services described in Schedule A1 to the Agreement – SERVICES AND COMPENSATION and Schedule B1 to the Agreement – ADDITIONAL SERVICES AND COMPENSATION to be performed by the *Construction Manager* under this *Contract*.

Substantial Performance of the Work

Substantial Performance of the Work is defined in the lien legislation applicable to the *Place of the Project* with respect to each *Trade Contractor*. If such legislation is not in force or does not contain such definition, or if the *Work* is governed by the Civil Code of Quebec, *Substantial Performance of the Work* shall have been reached when the *Work* of each *Trade Contractor* is ready for use or is being used for the purpose intended and is so certified by the *Payment Certifier*.

Supplier

A *Supplier* is a person or entity having a direct contract with the *Owner* to supply products.

Temporary Work

Temporary Work means temporary supports, structures, facilities, services, and other temporary items required for the execution of *Work* but not incorporated into *Work*.

Trade Contractor

Trade Contractor is the person or entity identified as such in a trade contract between the *Owner* and the *Trade Contractor* to perform *Work*.

Value Added Taxes

Value Added Taxes means such sums as shall be levied upon the *Owner's* payment to the *Construction Manager* by the Federal or any Provincial or Territorial government and is computed as a percentage of such payment and includes the Goods and Services Tax, the Quebec Sales Tax, The Harmonized Sales Tax, and any other similar tax, the collection and payment of which have been imposed on the *Construction Manager* by tax legislation.

Work

Work means the construction and related services required to be performed by a *Trade Contractor*.

Working Day

Working Day means a day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the construction industry in the area of the *Place of the Project*.

GENERAL CONDITIONS

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

1.1.1 If there is a conflict within the *Contract Documents*:

- .1 the order of priority of documents, from highest to lowest, shall be
 - the Agreement between the *Owner* and the *Construction Manager* (including the Schedules to the Agreement),
 - the Definitions,
 - Supplementary Conditions, if any
 - the General Conditions.
- .2 later dated documents shall govern over earlier documents of the same type.
- .3 amendments to documents shall govern over documents so amended.

GC 1.2 LAW OF THE CONTRACT

1.2.1 The law of the *Place of the Project* shall govern the interpretation of this *Contract*.

GC 1.3 RIGHTS AND REMEDIES

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

GC 1.4 ASSIGNMENT

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

GC 1.5 PROJECT REPRESENTATIVES

1.5.1 The *Owner*, *Construction Manager* and *Consultant* may appoint one or more project representatives to assist in carrying out their responsibilities under this *Contract*. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing.

PART 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

GC 2.1 SERVICES

- 2.1.1 The *Construction Manager* shall provide the basic services identified in Schedule A1 to the Agreement and additional services identified in Schedule B1 to the Agreement.
- 2.1.2 The *Construction Manager* shall retain the personnel named in the Agreement in their designated roles for the duration of the assignment and promptly inform and obtain approval by the *Owner* of any change.
- 2.1.3 In providing the *Services*, the *Construction Manager* assumes no responsibility for, nor offers any professional advice with respect to, any and all architectural or engineering aspects of the *Project* or the *Consultant's* services.
- 2.1.4 The authority of the *Construction Manager* as agent of the *Owner* is expressly limited to the provision of the *Services* more particularly described in Schedules A1 and B1 to the Agreement.
- 2.1.5 Interpretations and findings of the *Construction Manager* shall be consistent with the intent of the *Contract Documents* as they relate to the *Work*. In making such interpretations and findings the *Construction Manager* will not show partiality to either the *Owner* or *Trade Contractors*.

PART 3 OWNER'S RESPONSIBILITIES

GC 3.1 PROVISION OF INFORMATION AND OBLIGATIONS

3.1.1 The *Owner* shall:

- .1 retain the *Consultant* who shall be responsible for the design and design-related services required for the *Project*;
- .2 inform the *Construction Manager* of the scope and terms of the *Consultant's* services;

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- .3 inform the *Consultant* of the scope and terms of the *Services*;
 - .4 coordinate and facilitate the services of the *Construction Manager* and the *Consultant*;
 - .5 enter into contracts or written agreements with *Trade Contractors* to perform the *Work*. Such agreements shall be consistent with the requirements of CCDC 17 – STIPULATED PRICE CONTRACT BETWEEN OWNER AND TRADE CONTRACTOR FOR CONSTRUCTION MANAGEMENT PROJECTS;
 - .6 inform the *Construction Manager* of the scope and terms of each trade contract;
 - .7 upon request by the *Construction Manager*, furnish to the *Construction Manager* reasonable evidence that financial arrangements have been made and that adequate financing is available in order to ensure the completion of the *Project*;
 - .8 communicate with *Trade Contractors* through the *Construction Manager* except:
 - (1) for direct communications with the *Payment Certifier*,
 - (2) with respect to formal notices in writing, or
 - (3) when expressly specified in a trade contract.
 - .9 pay *Trade Contractors* in accordance with the terms and conditions of each trade contract;
 - .10 furnish promptly to the *Construction Manager* all information that is required for the *Project* regarding the *Place of the Project* including surveys as to the physical characteristics of the site, soils reports, subsurface investigations, legal limitations, utility locations, and legal description. The *Construction Manager* shall be entitled to rely on such information;
 - .11 provide full and timely information and approvals regarding the requirements of the *Project* for the orderly progress of the *Services*;
 - .12 review documents submitted by the *Construction Manager* and give the *Construction Manager* timely decisions for the orderly progress of the *Services*;
 - .13 obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits;
 - .14 provide, maintain and pay for the insurance coverages required for the *Project* in accordance with Part 8 of the General Conditions – INSURANCE;
 - .15 immediately notify the *Construction Manager* if the *Owner* observes or otherwise becomes aware of any fault or defect in the *Work*, the *Project* or any non-conformity with the requirements of the *Contract*;
 - .16 designate in writing a representative who shall be fully acquainted with the *Project* and shall have the authority to act on the *Owner*'s behalf in relation to all duties and responsibilities of the *Owner* under this *Contract*; and
 - .17 designate in writing a *Payment Certifier* and advise the *Construction Manager* and the *Consultant*.
- 3.1.2 The *Owner* shall be responsible for construction health and safety at the *Place of the Project* in compliance with the rules, regulations and practices required by the applicable health and construction safety legislation.

PART 4 PAYMENT

GC 4.1 APPLICATIONS FOR PAYMENT

- 4.1.1 The *Construction Manager*'s applications for payment shall be made monthly as the *Services* progress or in accordance with such other period agreed to by the *Owner* and the *Construction Manager*.
- 4.1.2 The amount claimed shall be in accordance with a schedule agreed to by the *Owner* and the *Construction Manager*, or in the absence of such a schedule, equal to the value of the *Services* provided as of the last day of the payment period.

GC 4.2 PAYMENT

- 4.2.1 The *Owner* shall make payment to the *Construction Manager* on account in accordance with the provisions of Article A-6 of the Agreement – PAYMENT no later than 20 calendar days following the date of receipt of an application for payment.
- 4.2.2 No deductions shall be made by the *Owner* from amounts payable to the *Construction Manager* other than those for which the *Construction Manager* is proven to be responsible as in accordance with Part 7 – DISPUTE RESOLUTION or has agreed to pay.
- 4.2.3 Variance from the *Construction Cost Estimate* established under this *Contract* shall not constitute grounds for the *Owner* to withhold fees due to the *Construction Manager*.
- 4.2.4 Where required by provincial or territorial legislation, payments shall be subject to the lien legislation applicable to the *Place of the Project*.

PART 5 CHANGES

GC 5.1 CHANGES TO THE PROJECT

- 5.1.1 The *Owner*, without invalidating this *Contract*, may make changes in the *Project* provided they are within the general scope of the *Project* and of the *Services*.
- 5.1.2 The *Construction Manager* shall promptly advise the *Owner* if a change contemplated by the *Owner* under paragraph 5.1.1 will change the *Construction Manager's* compensation or the *Project In-Use Date*.
- 5.1.3 If the *Owner* and the *Construction Manager* agree on an adjustment to the *Construction Manager's* compensation or *Contract Time*, such agreement shall be recorded in writing.
- 5.1.4 If the *Owner* and *Construction Manager* cannot agree on the change in *Construction Manager's* compensation, the matter shall be determined in accordance with the provisions of Part 7 of the General Conditions – DISPUTE RESOLUTION.
- 5.1.5 If the *Contract Time* is exceeded or extended through no fault of the *Construction Manager*, the *Construction Manager's* compensation shall be adjusted accordingly to cover the *Construction Manager's* additional costs.

GC 5.2 CHANGES IN SERVICES

- 5.2.1 Any agreement between the *Owner* and the *Construction Manager* on a change to the *Services* shall be recorded in writing.

PART 6 DEFAULT NOTICE

GC 6.1 OWNERS' RIGHT TO TERMINATE THE CONTRACT

- 6.1.1 If a party is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or a receiver is appointed because of its insolvency, the other party may, without prejudice to any other right or remedy it may have, terminate this *Contract* by giving the party or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 6.1.2 If the *Construction Manager* neglects to properly perform the *Service* or otherwise fails to comply with the requirements of this *Contract* to a substantial degree, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Construction Manager Notice in Writing* that the *Construction Manager* is in default of the *Construction Manager's* contractual obligations and instruct the *Construction Manager* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.
- 6.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Construction Manager* shall be in compliance with the *Owner's* instructions if the *Construction Manager*:
 - .1 commences the correction of the default within the specified time, and
 - .2 provides an acceptable schedule to the *Owner* for such correction, and
 - .3 corrects the default in accordance with the *Contract* terms and with such schedule.
- 6.1.4 If the *Construction Manager* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may:
 - .1 correct such default and deduct the cost thereof from any payment then or thereafter due to the *Construction Manager*, or
 - .2 terminate the *Construction Manager's* right to continue with the *Services* in whole or in part or terminate this *Contract*.
- 6.1.5 If the *Owner* terminates this *Contract* as provided in paragraphs 6.1.1 and 6.1.4, the *Owner* shall pay the *Construction Manager* within 30 calendar days of the date that an invoice is submitted for all *Services* properly performed to the effective termination date, including reimbursable expenses and applicable taxes then due.
- 6.1.6 The *Owner* may, if conditions arise which make it necessary for reasons other than as provided in paragraphs 6.1.1 and 6.1.4, terminate this *Contract* by giving *Notice in Writing* to that effect to the *Construction Manager*.
- 6.1.7 Suspension of the *Project* shall be deemed to have occurred if:
 - .1 the *Project* has been stopped at the *Owner's* request or due to no fault of the *Construction Manager*, and
 - .2 such stoppage or stoppages have continued individually for a period of 30 calendar days or collectively for a period of 60 calendar days.

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- 6.1.8 If the *Owner* terminates this *Contract* as provided in paragraph 6.1.6 or suspends the *Project* as described in paragraph 6.1.7:
- .1 the *Owner* shall pay the *Construction Manager* within 30 calendar days of the date that an invoice is submitted for all *Services* performed to the effective termination date, including reimbursable expenses and applicable taxes then due; and
 - .2 the *Construction Manager* shall be entitled to reasonable termination costs and an amount for anticipated loss of profit.

GC 6.2 CONSTRUCTION MANAGER'S RIGHT TO TERMINATE THE CONTRACT

- 6.2.1 If the *Owner* fails to comply with the requirements of this *Contract* to a substantial degree, including but not limited to the non-payment of compensation for *Services* described in Article A-5 – COMPENSATION FOR SERVICES, the *Construction Manager* may, without prejudice to any other right or remedy the *Construction Manager* may have, give the *Owner* *Notice in Writing* that the *Owner* is in default of the *Owner's* contractual obligations and notify the *Owner* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.
- 6.2.2 If the *Owner* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Construction Manager* may have, the *Construction Manager* may terminate this *Contract*.
- 6.2.3 If the *Construction Manager* terminates this *Contract* as described in paragraph 6.2.2:
- .1 the *Owner* shall pay the *Construction Manager* within 30 calendar days of the date that an invoice is submitted for all *Services* performed to the effective termination date, including reimbursable expenses and applicable taxes then due; and
 - .2 the *Construction Manager* shall be entitled to reasonable termination costs and an amount for anticipated loss of profit.

PART 7 DISPUTE RESOLUTION

GC 7.1 NEGOTIATION, MEDIATION AND ARBITRATION

- 7.1.1 Differences between the parties to this *Contract* as to the interpretation, application or administration of this *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, shall be settled in accordance with the requirements of this General Condition.
- 7.1.2 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations.
- 7.1.3 If the parties so agree the dispute shall be submitted to mediation or arbitration in accordance with the provisions of the Rules for Mediation and Arbitration of Construction Disputes as provided in CCDC 40 in effect as at the date of this *Contract*.
- 7.1.4 If no agreement is made for mediation or arbitration as described in paragraph 7.1.3, the parties may refer the unresolved dispute to the courts or to any other agreed form of dispute resolution.

PART 8 INSURANCE

GC 8.1 INSURANCE

- 8.1.1 The *Owner* shall obtain, maintain and pay for 'wrap-up' general liability insurance in the joint names of the *Owner*, the *Construction Manager*, the *Consultant*, all *Trade Contractors*, all subconsultants, and all trade subcontractors with limits of not less than \$10,000,000 per occurrence and a deductible not more than \$10,000. The insurance coverage shall be primary to all other insurance policies and shall not be substantially less than the insurance provided by IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320, except for liability arising from damage to the *Project* during construction, which shall be limited to the completed operations period. The insurance shall be maintained from the date of commencement of the *Project* until 90 calendar days after the *Project In-Use Date*. The *Owner* is responsible to provide coverage for completed operations hazards from the *Project In-Use Date* for a period of 2 years.

- 8.1.2 The *Owner* shall obtain, maintain and pay for 'broad form' property insurance in the joint names of the *Owner*, the *Construction Manager*, the *Consultant*, and all *Trade Contractors*. The policy shall have limits of not less than the sum of 1.1 times the *Construction Cost Estimate* with a deductible not more than \$10,000. The "Broad Form" property insurance shall be provided from the date of commencement of the *Project* until the earliest of:
- .1 10 calendar days after the *Project In-Use Date*;
 - .2 on the commencement of use or occupancy of any part or section of the *Work* of any *Trade Contractors* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Project*;
 - .3 when the *Place of the Project* is left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.
- 8.1.3 The *Owner* shall or cause to obtain, maintain and pay for an Aircraft or Watercraft Liability Insurance when owned or non-owned aircraft or watercraft are used directly or indirectly in the performance of the *Project*. The policy shall have limits of not less than \$10,000,000 inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof and limits of not less than \$5,000,000 for aircraft passenger hazard.
- 8.1.4 The *Construction Manager* shall provide, maintain and pay for general liability insurance that has limits of not less than \$5,000,000 per occurrence and a deductible not more than \$5,000. The policy shall be maintained from the date of commencement of the *Project* until the *Construction Manager* completes the *Services*. Liability coverage shall be provided for completed operations hazards on an ongoing basis for a period of 6 years following the *Project In-Use Date*.
- 8.1.5 The *Construction Manager* shall provide, maintain and pay for Automobile Liability Insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy. The policy shall have limits not less than \$5,000,000 inclusive per occurrence for bodily injury, death, and damage to property, covering all vehicles owned or leased by the *Construction Manager*. Where the policy has been issued pursuant to a government-operated automobile insurance system, the *Construction Manager* shall provide the *Owner* with confirmation of automobile insurance coverage for all automobiles registered in the name of the *Construction Manager*.
- 8.1.6 Prior to commencement of the *Project* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the parties shall promptly provide each other with confirmation of coverage that they are responsible for and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Project*.
- 8.1.7 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of this *Contract*.
- 8.1.8 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Project*.

PART 9 INDEMNIFICATION AND WAIVER OF CLAIMS

GC 9.1 INDEMNIFICATION

- 9.1.1 The *Owner* and the *Construction Manager* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to, their involvement as parties to this *Contract*, provided such claims are:
- .1 caused by:
 - (1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or
 - (2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and
 - .2 made by *Notice in Writing* within a period of 6 years from the date of *Project In-Use Date* or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of the Project*.
- The parties expressly waive the right to indemnify for claims other than those provided for in this *Contract*.
- 9.1.2 The obligation of either party to indemnify as set forth in paragraph 9.1.1 shall be limited as follows:
- .1 In respect to losses suffered by the *Owner* and the *Construction Manager* for which insurance is to be provided by either party pursuant to GC 8.1 – INSURANCE, the insurance limit for the loss so covered as prescribed in GC 8.1 – INSURANCE.

- 2 In respect to losses suffered by the *Owner* and the *Construction Manager* for which insurance is not required to be provided by either party in accordance with GC 8.1 – INSURANCE, the *Construction Manager's* compensation as recorded in Article A-5 of the Agreement – COMPENSATION FOR SERVICES.
 - 3 In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 9.1.2.1 and 9.1.2.2 shall apply.
- 9.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 9.1.1 and 9.1.2 shall be inclusive of interest and all legal costs.
- 9.1.4 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Construction Manager*:
- 1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based became known to the party required to give such *Notice in Writing*;
 - 2 should either party be required as a result of its obligation to indemnify the other pay or satisfy a final order, judgment or award made against the party entitled by this *Contract* to be indemnified, then the indemnifying party, upon assuming all liability for any costs that might result, shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

GC 9.2 WAIVER OF CLAIMS

- 9.2.1 As of the date of one year from the *Project In-Use Date*, the *Construction Manager* waives and releases the *Owner* from all claims which the *Construction Manager* has or reasonably ought to have knowledge of that could be advanced by the *Construction Manager* against the *Owner* arising from the *Construction Manager's* involvement in the *Project*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the *Project In-Use Date*, except as follows:
- 1 claims arising prior to or on the *Project In-Use Date* for which *Notice in Writing* of claim has been received by the *Owner* from the *Construction Manager* no later than 20 days after the *Project In-Use Date*;
 - 2 indemnification for claims advanced against the *Construction Manager* by third parties for which a right of indemnification may be asserted by the *Construction Manager* against the *Owner* pursuant to the provisions of this *Contract*;
 - 3 claims resulting from acts or omissions which occur after the *Project In-Use Date*.
- 9.2.2 The *Construction Manager* waives and releases the *Owner* from all claims referenced in paragraph 9.2.1.3 except for those referred in paragraph 9.2.1.2 and claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Construction Manager* within 395 calendar days following the *Project In-Use Date*.
- 9.2.3 As of the date of one year from the *Project In-Use Date*, the *Owner* waives and releases the *Construction Manager* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Construction Manager* arising from the *Owner's* involvement in the *Project*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the *Project In-Use Date*, except as follows:
- 1 claims arising prior to or on the *Project In-Use Date* for which *Notice in Writing* of claim has been received by the *Construction Manager* from the *Owner* no later than 20 days from the *Project In-Use Date*;
 - 2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Construction Manager* pursuant to the provisions of this *Contract*;
 - 3 damages arising from the *Construction Manager's* actions which result in substantial defects or deficiencies in the *Project*. "Substantial defects or deficiencies" mean those defects or deficiencies in the *Project* which affect the *Project* to such an extent or in such a manner that a significant part or the whole of the *Project* is unfit for the purpose intended by this *Contract*;
 - 4 claims arising from acts or omissions which occur after the *Project In-Use Date*.
- 9.2.4 The *Owner* waives and releases the *Construction Manager* from all claims referred to in paragraph 9.2.3.3 except for those referred in paragraph 9.2.3.2 and claims for which *Notice in Writing* of claim has been received by the *Construction Manager* from the *Owner* within a period of six years from *Project In-Use Date* should any limitation statute of the Province or Territory of the *Place of the Project* permit such agreement. If the applicable limitation statute does not permit such agreement, within such shorter period as may be prescribed by:
- 1 any limitation statute of the Province or Territory of the *Place of the Project*; or
 - 2 the Civil Code of Quebec if the *Place of the Project* is the Province of Quebec.

- 9.2.5 The *Owner* waives and releases the *Construction Manager* from all claims referenced in paragraph 9.2.3.4 except for those arising from claims for which *Notice in Writing* has been received by the *Construction Manager* from the *Owner* within 395 calendar days following the *Project In-Use Date*.
- 9.2.6 *Notice in Writing* of claim as provided for in GC 9.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 9.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:
- .1 a clear and unequivocal statement of the intention to claim;
 - .2 a statement as to the nature of the claim and the grounds upon which the claim is based; and
 - .3 a statement of the estimated quantum of the claim.
- 9.2.7 The party giving *Notice in Writing* of claim as provided for in GC 9.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.
- 9.2.8 Where the event or series of events giving rise to a claim made under paragraphs 9.2.1 or 9.2.3 has a continuing effect, the detailed account submitted under paragraph 9.2.7 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events that gave rise to the claim.
- 9.2.9 If a *Notice in Writing* of claim pursuant to paragraph 9.2.1.1 is received on the 18th or 19th calendar day after the *Project In-Use Date*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 9.2.3.1 shall be extended to 24 calendar days after the *Project In-Use Date*.
- 9.2.10 If a *Notice in Writing* of claim pursuant to paragraph 9.2.3.1 is received on the 18th or 19th calendar day after the *Project In-Use Date*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 9.2.1.1 shall be extended to 24 calendar days after the *Project In-Use Date*.

From: [Sam Mizrahi](#)
To: [Maria Rico](#)
Cc: [박동빈/탑워/글로벌마켓담당 Jake Park](#); [신민재 Sheen Minjae](#); angela.kim@meritz.co.kr; [조은혜 Zo Eunhye](#); [고성워/담당/글로벌마켓담당 Scott](#); [Terry Choi](#); [Young Choi](#); [Mark Kilfoyle](#); [Joshua Lax](#); [Remy Del Bel](#); [Anton Scheglov](#); [김선미 Kim Sunmi](#)
Subject: Re: \$5Million Letter of Credit; LC # 5740-LAV-20200103
Date: Thursday, November 19, 2020 8:56:22 PM
Attachments: [1709BB03-The One-2020-11-19-2020-11-20.pdf](#)

Maria,

It is unfortunate you have decided to violate the confidentiality obligations you and Ms. Coco personally agreed to by openly discussing the terms of a confidential agreement. Mizrahi Inc. will address that separately. More unfortunate is that you have misrepresented that agreement, taken its provisions out of context, and are acting contrary both to its words and its spirit.

I will address the specific points of your email below, but you ignore these simple facts:

- a) The Project entered into a CCDC contract with Mizrahi Inc. – no one else – to construct this Project. Mizrahi Inc. is the General Contractor.
- b) As a result, Mizrahi Inc. has the sole authority and responsibility for constructing this Project and it is free to use or not use subcontractors, including construction managers such as CCM, as it sees fit. All the construction contracts with the trades and suppliers are with Mizrahi Inc., not the Project LP.
- c) The amounts the Project LP owes Mizrahi Inc. do not depend on whether or which subcontractors Mizrahi Inc. employs to construct the Project. Mizrahi Inc. is entitled to be paid:
 - a. Its management fee of 3.5% of hard construction costs, and
 - b. For the work and materials to construct the Project
- d) The Project always paid for the work and materials incurred by CCM, which was billed through Mizrahi Inc. because CCM was a subcontractor. The Project's obligations do not change now that Mizrahi Inc. is no longer subcontracting the work to CCM. Mizrahi Inc. is still entitled to be paid for work and materials.
- e) This building cannot be built for free. As you know from our daily reports, Mizrahi Inc. has worked tirelessly since CCM's departure and we have been highly successful, not only in ensuring a smooth transition, but in advancing the construction schedule ahead of what CCM had planned.

Turning to the specific points raised in your email:

1. The agreement does not affect any of the five points above. It specifically says that Mizrahi Inc. will be paid its management fee of 3.5%. Mizrahi Inc. had a subcontract with CCM to pay CCM 1.5% of that 3.5%, but nothing in the agreement you refer to requires Mizrahi Inc. to maintain that subcontract nor relieves the Project of the obligation to pay Mizrahi Inc. 3.5%.
2. The resolution you refer to was held in escrow and was to be released only if CERIECO took an equity stake in the Project, which it never did. Accordingly it is not a valid or binding resolution. In any case, the resolution only applies to contracts with the Project LP, not between Mizrahi Inc. and its subcontractors, and Mizrahi Inc. already has a CCDC contract with the Project that requires it to be paid per (c) above.
3. There is no requirement that Mizrahi Inc. get Coco's approval for its subcontracts and construction contracts and that is not what the resolutions says, even if it was a valid resolution (see #2).

4. The agreement was that you, Maria, would join the Project to assist with financial controls and that you would be independent and objective, assisting both Coco and Mizrahi Inc. I think it is now clear to everyone that you are neither independent nor objective and simply take instructions from Jenny.
5. This is incorrect and a deliberate misreading of the agreement. See #1.
6. The Project LP's only construction contract is with Mizrahi Inc. as the General Contractor. It has sole responsibility and authority to construct the Project, including whether and which subcontractors it employs, per (a) and (b) above. Nor has CCM's departure been a "major event" – Mizrahi Inc. has ensured a smooth transition and not only assumed all construction management responsibilities but also succeeded in advancing the schedule ahead of what CCM had planned. We have provided Coco with daily progress reports demonstrating this – the most recent ones are attached here. As indicated at our detailed monthly construction meeting, we will issue documentation on a regular basis as it is prepared, including schedules, cash flows, etc.
7. There is no duplication in the work performed. The limited Mizrahi Inc. staff on site since July were in addition to our management team and were performing construction-related work on site alongside CCM personnel. They were needed to accelerate the schedule and ensure that the Altus budget is maintained.
8. To date, the Project has spent a total of \$13m in marketing to secure \$540m in sales (2.4% marketing spend), and this included creating a brand for the building (The One) and launching it in the competitive Toronto market. We have achieved some of the highest per square foot values and quantity of sales ever seen. Our marketing spend over the last year has been focused on maintaining interest and confidence in the building during below-grade construction and through Covid. The article you attach to your email is referring to re-sale units, not new build – these are entirely different markets as customers have to wait 3+ years for a new build. We have always discussed that significant construction above-grade would drive confidence and sales, particularly in the higher-priced units, and that is why marketing spend in Q1 2021 and the balance of next year is critical. Your and Jenny's refusal to approve the marketing budget, which you have had since the spring, puts future sales at serious risk.
9. As you know, the agreement you referred to in #1 ratified the Exclusive Listing Agreement and it remains in full force and effect. Mizrahi Inc. has also continued to fulfill its obligations under that agreement even though you and Jenny are refusing to pay commissions owed to it and even though you are hampering our efforts by refusing to approve marketing.
10. See #8. The sales targets you refer to were put in place a year ago, long before Covid, in a very different economic climate. Nevertheless, sales have been in excess of the previous list prices and the significant above-grade construction over the fall/winter will give us strong momentum heading into next year's summer selling season. Your and Jenny's refusal to approve the marketing budget – which you have had for more than six months – put that at serious risk.
11. You have had the marketing plan for more than six months and been provided with a presentation and you refuse to approve it or even to respond, putting future sales at risk. We already provide reporting on all sales and regular updates on marketing and will continue to do so.
12. This condo sales graph you have depicted is very misleading. The typical new sales project always has significant sales up front and then slower sales until you reach grade. Once construction starts above grade confidence and interest increase significantly and sales follow. See #8 above.

You and Jenny have never provided any constructive feedback or done anything to actually help this Project succeed. All you have ever done is criticize and undermine it. We have a world-class building that has reached the most exciting and important phase of its construction. We should all be working together to

make this Project a success for everyone involved and an achievement we can all be proud of.



Sam Mizrahi

President

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C. 416.818.5288

F. 1.866.300.0219

E. Sam@MizrahiDevelopments.ca

www.MizrahiDevelopments.ca

On Nov 18, 2020, at 9:02 PM, Maria Rico <maria@mizrahidevelopments.ca> wrote:

Sam,

Your request for reimbursement of Mizrahi Inc. employee costs is denied as the expenditure is not in compliance with either the:

1. Arbitration Settlement ("Settlement") that you agreed to in September 2019
2. Resolutions of the Directors of Mizrahi Development Group (The One) Inc. dated November 22, 2016 ("Resolutions")
 - o Executed by you and Jenny
 - o Attached for your information

Please be reminded of the following:

3. All Contracts, including construction contracts and condominium agreements to be signed by Coco and Mizrahi
 - Pursuant to both the Settlement and Resolutions
4. Financial Administration and Controls Transferred to Coco per Settlement
5. Mizrahi's Construction Management Duties Are Reduced as Evidenced through Arbitration
 - A direct quote from the Settlement:
 - o "The Construction Management Fee of 5% ...will be reduced to 3.5%, of which 1.5% will continue to be paid to Mike Clark [CCM], and the remaining 2% will be paid to MI in respect of its ongoing, but reduced, construction management duties."
 - On site construction management was to have been provided by CCM and not Mizrahi
6. Mizrahi unilaterally terminated CCM without consulting either Coco, the Project's Sole Financially Invested Equity Partner, or Project Lenders
 - Termination of CCM is a Major Event
 - As previously communicated by Coco, a GC with equivalent expertise must be put in place immediately

- To date, a team with equivalent experience has not been presented to Coco
 - Mizrahi Inc. does not have the experience to construct a residential skyscraper
 - Coco has yet to receive revised:
 - o Construction Timeline
 - o Construction Cash Flow
 - o Organizational Chart for On-site GC Team exemplifying equivalent skills and competencies of the Mike Clark Team in building of Skyscrapers
7. Duplication of MI Services and Clark Construction Management
- The invoices submitted by Mike Clark are until the period ended October 20, 2020
 - MI has submitted for personnel backdating to July 2020 which is a duplication of services, of which Coco was not aware nor informed in accordance with item #3, 4, 5 & 6 above

Condo Sales, Marketing Budget and Marketing Spend To Date:

8. Approved Marketing Budget
- The approved marketing Budget at the onset of the Project was \$10.0M
 - At Mizrahi's insistence, the Marketing Budget has increased by 50% with very few corresponding sales
 - In 2019, \$4.9M was spent on marketing for the sale of 8 units for the sum of \$19.0M
 - Attached is an article from the Globe and Mail dated January 30, 2020 stating that "...condo sales rise 27 per cent in 2019"
 - Re 2019 <https://torontostoreys.com/most-expensive-condos-sold-in-toronto-june-and-july/>
 - o "In the first half of 2019, 655 units priced over \$1 million sold... with four units priced over \$4 million"
9. Sales Agreement & Performance Monitoring
- Given the lack of sales performance as per Item #8 above, and the expiry of your Exclusive Sales Agreement, it is important to reset the Agreement inclusive of performance milestones requirements
10. \$12.9 Expended in Marketing Costs for the Sale of 324 Units representing Sales of \$544M
- Therefore, \$540M of Sales are to be completed with \$2.1M remaining in Marketing Budget
 - o An updated Marketing Plan, given COVID, must be presented to Coco
 - To date, all Sales Target Hurdles pursuant to the Credit Agreement with the Senior Lender have been missed
11. All marketing expenditures must be pre-approved by Coco and monitored including:
- o Establishment of Milestones supporting Credit Agreement

- o Reporting
- 12. [See below for details of the timeline of events for Condo Sales vs Marketing Expenditures](#)

Regards,
Maria

Sales, Marketing: Budget & Expenditures Incurred to Date

<image005.jpg>

<image003.gif>

Maria Rico, CPA, CA
Senior Financial Consultant - THE ONE
125 Hazelton Avenue
Toronto, Ontario M5R 2E4
T. [416.922.4200](tel:416.922.4200) ext. 3514
M. [416.268.8492](tel:416.268.8492)
F. [1.866.300.0219](tel:1.866.300.0219)
E. Maria@MizrahiDevelopments.ca
www.MizrahiDevelopments.ca

E. Maria@MizrahiDevelopments.cawww.MizrahiDevelopments.ca

From: Sam Mizrahi <sam@mizrahidevelopments.ca>

Sent: November 18, 2020 10:52 AM

To: Maria Rico <maria@mizrahidevelopments.ca>; 박동빈/팀원/글로벌마켓담당 Jake Park <jake.park@meritz.co.kr>; 신민재 Minjae <Minjae.sheen@igisam.com>; angela.kim@meritz.co.kr; 조은혜 Eunhye <eh.zo@igisam.com>; 성원/담당/글로벌마켓담당 Scott 고 <sungwon.ko@meritz.co.kr>; angela.kim@meritz.co.kr

Cc: Terry Choi <terry.choi@hanafn.com>; Choi-SiYoung <youngchoi@hanafn.com>; Mark Kilfoyle - Mizrahi Developments <mark@mizrahidevelopments.ca>; Joshua Lax <josh@mizrahidevelopments.ca>; Remy Del Bel <remy@mizrahidevelopments.ca>; Anton Scheglov <AScheglov@cocogroup.com>

Subject: Re: \$5Million Letter of Credit; LC # 5740-LAV-20200103

Maria,

This must include the payment owed to Mizrahi Inc. For its invoice in full that has not been paid as part of this release as discussed on last nights conference call for construction and part of the same invoice as amounts owing that everyone has already.

Sincerely,

Sam Mizrahi
President



[125 Hazelton Avenue](#)
[Toronto, Ontario M5R 2E4](#)
T. [416.922.4200 ext.4210](#)
C. [416.818.5288](#)
F. [1.866.300.0219](#)
E. Sam@MizrahiDevelopments.ca
www.MizrahiDevelopments.ca

CONFIDENTIALITY NOTICE: All information contained herein is for the exclusive confidential use of the intended recipient. If you are not the intended recipient, please do not read, distribute or take action in reliance upon this message. If you have received this message in error, please notify the sender immediately and promptly delete this message and all its attachments from your computer system.

On Nov 18, 2020, at 10:32 AM, Maria Rico
<maria@mizrahidevelopments.ca> wrote:

Good morning Terry, Young,
See attached email from me to Alice Fernandes who oversees the Letters of Credit for the City.

Please be advised that the release of the \$5M Letter of Credit will occur either today or tomorrow.

Ask:

Will Tranche 2 of the Payment Listing be released once KEB Bank Hana receives the original copy of the Letter of Credit?

It is critical that Tranche 2 be released immediately as our suppliers are calling/emailing us for the release of payments.

Thank you,

Maria

<image001.gif>

Maria Rico, CPA, CA

Senior Financial Consultant - THE ONE

125 Hazelton Avenue
Toronto, Ontario M5R 2E4

T. [416.922.4200](tel:416.922.4200) ext. 3514

M. [416.268.8492](tel:416.268.8492)

F. [1.866.300.0219](tel:1.866.300.0219)

E. Maria@MizrahiDevelopments.ca

www.MizrahiDevelopments.ca

E. Maria@MizrahiDevelopments.cawww.MizrahiDevelopments.ca

From: Maria Rico <maria@mizrahidevelopments.ca>

Sent: November 18, 2020 10:25 AM

To: Alice.Fernandes@toronto.ca

Cc: Sam Mizrahi

<Sam@MizrahiDevelopments.ca>; Diana.Chang@toronto.ca; 'Joshua Lax'

<josh@mizrahidevelopments.ca>; Mark Kilfoyle - Mizrahi Developments

<mark@mizrahidevelopments.ca>

Subject: \$5Million Letter of Credit; LC # 5740-LAV-20200103

Good morning Alice,

I hope this email finds you well.

This morning I spoke with Virginia of your office.

I understand that the \$5M LC is ready to be released today.

I am available to assist with the physical return of the Letter of Credit to KEB Bank Hana (the issuing financial institution).

Ask:

Please let me know if I may assist with the physical return of the Letter of Credit to KEB Bank Hana.

Note: Young Choi is the General Manager of the Bloor Branch, KEB Hana Bank Canada
627 Bloor Street West, Toronto, ON M6G 1K8
T. 416.533.8593 Ext. 238

Please advise.

Thank you,

Maria

<image001.gif>

Maria Rico, CPA, CA

Senior Financial Consultant - THE ONE

125 Hazelton Avenue
Toronto, Ontario M5R 2E4

T. [416.922.4200](tel:416.922.4200) ext. 3514

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E. Maria@MizrahiDevelopments.cawww.MizrahiDevelopments.ca

<Dev Inc. Resolutions Nov 2016-20201118151707.pdf><..Condo Sales rise by 27 % in 2019 Globe & Mail January 30, 2020.pdf>

CONSTRUCTION FINANCING RELEASE NOTICE

TO: **KEB HANA BANK CANADA**, as Administrative Agent

FROM: **MIZRAHI COMMERCIAL (THE ONE) LP AND MIZRAHI DEVELOPMENT GROUP (THE ONE) INC.** (the "Borrower")

DATE: December 16, 2020

1. This Construction Financing Release Notice is delivered to you, as Administrative Agent, pursuant to the credit agreement made as of August 30, 2019 between, *inter alia*, the Borrower, you, as Administrative Agent, and the parties thereto from time to time as Lenders, as amended, restated, supplemented or otherwise modified from time to time (the "**Credit Agreement**"). All defined terms set forth in this Construction Financing Request Notice shall have the respective meanings set forth in the Credit Agreement.
2. The Borrower hereby requests the following Construction Financing Release:

Release Date: December 16, 2020

Amount of Release: \$4,350,000.00
 - Project Costs Proposed to be paid with the:
 - o Construction Financing Release - \$700,000.00
 - o CERIECO Funding - \$3,000,000.00
 - o Purchaser Deposits Release - \$650,000.00
 - o Details of above payments are attached.
 - Transferred to Holdback Account \$256,891.00
3. All of the representations and warranties of the Credit Parties contained in of the Credit Agreement are true and correct on and as of the date hereof in all material respects as though made on and as of the date hereof.
4. All of the conditions precedent to the Construction Financing Release requested hereby that have not been properly waived in writing by or on behalf of the Lenders have been satisfied.
5. No Default or Event of Default will have occurred and be continuing on the proposed date of the Construction Financing Release, or would result from the applicable Construction Financing Release.

6. No Material Adverse Change has occurred and is continuing or will result from the Construction Financing Release requested hereby.

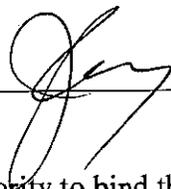
**MIZRAHI COMMERCIAL (THE ONE)
GP INC., as sole general partner of
MIZRAHI COMMERCIAL (THE ONE)
LP**

By: 
Name: Sam Mizrahi
Title: President

By: 
Name:
Title:
We have authority to bind the Corporation.

**MIZRAHI DEVELOPMENT GROUP
(THE ONE) INC.**

By: 
Name: Sam Mizrahi
Title: President

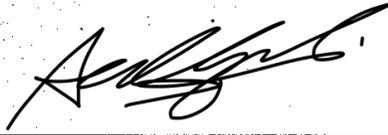
By: 
Name:
Title:
We have authority to bind the Corporation.

Mizrahi Commercial (The One) GP Inc.
November 2020 Month End
Attachment to Construction Financing Request

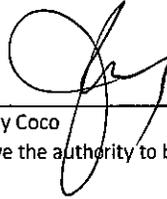
	<u>Total</u>
Amount of Wires	3,575,725.25
Amount of Cheques	<u>517,384.25</u>
Total:	<u><u>4,093,109.50</u></u>

Note: Wire amounts noted in USD may differ from the actual depending on FX at time of transfer

Authorized Signatures:



Sam Mizrahi
I have the authority to bind the corporation



Jenny Coco
I have the authority to bind the corporation

Mizrahi Commercial (The One) GP Inc.
November 2020 Month End
Cheques

	<u>Invoice Date</u>	<u>Invoice Number</u>	<u>Total Balance</u>
KEB Wire Fees + \$10 cheque			<u>637.75</u>
KEB Hana Bank Canada			
		Letter of Guarantee Extension Fee	<u>11,850.00</u>
Total KEB Hana Bank Canada			<u>11,850.00</u>
Altus Group Limited			
	2020-11-30	367877	<u>5,091.15</u>
Total Altus Group Limited			<u>5,091.15</u>
Coco International Inc.			
	2020-11-30	2020-32	-9,797.81
	2020-11-30	2020-30	<u>21,262.03</u>
Total Coco International Inc.			<u>11,464.22</u>
Cole Engineering Group Ltd.			
	2020-11-04	57178	3,048.74
	2020-11-04	57179	1,091.30
	2020-11-25	57417	<u>5,359.31</u>
Total Cole Engineering Group Ltd.			<u>9,499.35</u>
Core Architects Inc			
	2020-11-09	67816	72.91
	2020-11-09	67819	745.46
	2020-11-09	67818	148.99
	2020-12-04	67920	47,801.25
	2020-12-04	67891	316.67
	2020-12-04	67890	<u>120.04</u>
Total Core Architects Inc			<u>49,005.32</u>
Daoust Vukovich LLP			
	2020-11-30	110207	9,639.47
	2020-11-30	110208	<u>4,658.43</u>
Total Daoust Vukovich LLP			<u>14,297.90</u>
Dentons LLP			
	2020-11-23	3546342	<u>52,328.89</u>
Total Dentons LLP			<u>52,328.89</u>
Ernst & Young LLP			
	2020-11-24	CA01C100302679	<u>3,340.56</u>
Total Ernst & Young LLP			<u>3,340.56</u>
Fogler, Rubinoff LLP			
	2020-11-26	22015526	<u>7,355.51</u>
Total Fogler, Rubinoff LLP			<u>7,355.51</u>
Hampson Writes Communications Ltd.			
	2020-11-24	MZ1274	<u>2,486.00</u>
Total Hampson Writes Communications Ltd.			<u>2,486.00</u>
Jensen Hughes			
	2020-11-19	INV4-0044044	621.50
	2020-11-19	INV4-0043307	<u>2,082.03</u>
Total Jensen Hughes			<u>2,703.53</u>
krcmar surveyors ltd			
	2020-11-30	45236/20	12,243.55
	2020-11-30	45196/20	3,019.76
	2020-11-30	45312/20	44,957.02
	2020-11-30	45313/20	<u>2,565.25</u>
Total krcmar surveyors ltd			<u>62,785.58</u>
Laughlin Solutions Inc			
	2020-11-12	2020-106	2,260.00
	2020-11-13	2020-108	<u>9,040.00</u>
Total Laughlin Solutions Inc			<u>11,300.00</u>

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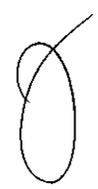
Mizrahi Commercial (The One) GP Inc.
November 2020 Month End
Cheques

	<u>Invoice Date</u>	<u>Invoice Number</u>	<u>Total Balance</u>
Lawrence Finn and Associates			
	2020-11-20	4380	8,606.08
Total Lawrence Finn and Associates			<u>8,606.08</u>
Masters Insurance			
	2017-10-30	343628	1,620.00
	2017-10-30	343629	270.00
	2017-10-30	343631	2,783.16
	2017-10-30	343633	1,620.00
	2017-12-13	345718	27.00
	2017-12-13	345719	12,266.64
	2018-03-23	350320	14,043.96
	2018-11-28	361345	30,263.76
	2020-11-19	391964	31,462.56
	2020-11-19	391965	22,363.56
	2017-12-13	345717	586.44
	2020-11-19	392008	-7,184.16
	2020-11-19	392009	-1,307.88
Total Masters Insurance			<u>109,715.04</u>
McCarter Grespan			
	2020-05-31	189727	17,362.93
	2020-08-31	192849	3,773.07
Total McCarter Grespan			<u>21,136.00</u>
MCW Consultants Ltd.			
	2020-11-27	51795	3,955.00
Total MCW Consultants Ltd.			<u>3,955.00</u>
Read Jones Christofferson			
	2020-11-30	331537	5,662.03
	2020-11-30	331538	5,650.96
	2020-11-30	331930	3,097.44
Total Read Jones Christofferson			<u>14,410.43</u>
St. Joseph Media			
	2020-09-28	149048	38,471.98
	2020-10-26	149197	38,471.98
	2020-11-24	149469	38,471.98
Total St. Joseph Media			<u>115,415.94</u>
TOTAL			<u><u>517,384.25</u></u>

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Mizrahi Commercial (The One) GP Inc.
November 2020 Month End
Wire Transfers

	<u>Invoice Date</u>	<u>Invoice Number</u>	<u>Total Balance</u>
CERIECO Canada Corp.			
	2020-12-09	12-08-2020	211,671.72
Total CERIECO Canada Corp.			<u>211,671.72</u>
Mizrahi			
	2020-12-02	C899	3,296,551.42
	2020-12-02	C900	23,502.11
Total Mizrahi			<u>3,320,053.53</u>
Foster + Partners			
	2020-11-30	2304.118	6,000.00
	2020-11-30	2304.117	38,000.00
Total Foster + Partners			<u>44,000.00</u>
TOTAL			<u><u>3,575,725.25</u></u>



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

-and-

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

Applicant

Respondents

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

RESPONDING MOTION
RECORD OF MIZRAHI INC
Volume 1

MORSE TRAFFORD LLP
100 King Street West
Suite 5700
Toronto ON M5X 1C7
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jmorse@morsetrafford.com

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

Tel: 416.369.5440

Lawyers for, Mizrahi Inc.