

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

**IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C., 1985, C.
B-3, AS AMENDED**

**IN THE MATTER OF THE NOTICE OF INTENTION TO
MAKE A PROPOSAL OF CYMI CANADA INC. FILED IN
THE CITY OF OTTAWA, IN THE PROVINCE OF
ONTARIO**

MOTION RECORD OF CYMI CANADA INC.

September 30, 2026

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INDEX

Tab	Description	Page No.
1.	Notice of Motion	7
2.	Affidavit of Oscar De la Fuente Tomé sworn September 29, 2026, with exhibits	20
A.	Initial Proposal Order dated June 9, 2026	35
B.	Order dated July 7, 2026	46
C.	Order and Endorsement dated August 20, 2026	60
D.	Affidavit of Oscar De la Fuente Tomé sworn June 5, 2026 (without exhibits)	69
E.	Affidavit of Oscar De la Fuente Tomé sworn July 2, 2026 (without exhibits)	87
F.	Affidavit of Oscar De la Fuente Tomé sworn August 18, 2026 (without exhibits)	101
G.	Order and Endorsement dated September 17, 2026	115
H.	Application Record dated September 24, 2026	121
3.	Draft Order	344

Tab 1

**ONTARIO
SUPERIOR COURT OF JUSTICE
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ONTARIO**

NOTICE OF MOTION
(returnable October 2, 2026 at 11:30 AM)

CYMI Canada Inc. (“CYMI”) will make a motion to the Honourable Justice Cavanagh of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) on Friday October 2, 2026 at 11:30 AM.

PROPOSED METHOD OF HEARING: The Motion shall be heard by videoconference via Zoom, using a meeting link to be posted on Case Centre.

THE MOTION IS FOR an order substantially in the form of the draft order located at Tab 3 of CYMI’s Motion Record, including, for the following relief:

Service

1. abridging if necessary the time for service and filing of the notice of motion and the motion record, and validating service of the notice of motion and the motion record, so that this Motion is properly returnable on October 2, 2026, and dispensing with further service thereof;

Stay Extension Plus Approval of Proposal Trustee’s Fourth Report

2. extending the time for CYMI to file a proposal, and the corresponding stay of proceedings, until and including November 11, 2026;
3. approving the Fourth Report of the Proposal Trustee and the activities described therein, (the “**Fourth Report**”); and

Other Relief

4. such further and other relief as may be required to advance CYMI’s restructuring and this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

A. Background and Initial Proposal Order

5. CYMI is a corporation incorporated under the laws of Ontario with its headquarters located in Toronto, Ontario, and carries on business as an electrical installation and specialty contracting company in the energy, industrial, technology and infrastructure sectors;
6. On May 12, 2026, CYMI filed a notice of intention to make a proposal (the “**NOI**”) pursuant to section 50.4 of the *Bankruptcy and Insolvency Act* (“**BIA**”). TDB Restructuring Limited (the “**Proposal Trustee**”) was appointed as Proposal Trustee of CYMI;
7. The NOI proceedings were commenced as a means of stabilizing CYMI’s financial position in order to pursue a restructuring;
8. On June 9, 2026, the Court granted an initial proposal Order (the “**Initial Proposal Order**”) which, among other things:
 - a. granted an initial stay of proceedings up to and including July 8, 2026;
 - b. granted an Administration Charge up to \$150,000 in respect of professional fees and disbursements incurred up to July 7, 2026; and

- c. adjourned the balance of the June 9, 2026 Motion, including the approval of the DIP Term Sheet and granting of the DIP Charge and the balance of the Administration Charge requested to the return of this Motion on July 7, 2026;
9. On July 7, 2026, the Court approved the DIP Term Sheet, granted the DIP Charge, and granted the balance of the Administration Charge, increasing same by \$350,000 to \$500,000. The Court also granted a sealing order in respect of a material agreement between CYMI and Signature on the Saint Lawrence Construction G.P. ("SSLC"), and established a process whereby SSLC would be provided notice of any proposed disclosure of the agreement and afforded an opportunity to object before the agreement could be unsealed and disclosed to stakeholders and interested parties;
10. On August 20, 2026, the Court granted an Order which, among other things:
 - a. extended the time for CYMI to file a proposal under section 50.4(9) of the BIA to October 5, 2026;
 - b. approved the Third Report of the Proposal Trustee and the activities of the Proposal Trustee described therein; and
 - c. authorized and directed that an expedited process be established for the determination of CYMI's dispute with Mosaic Transit Constructors General Partnership ("**Mosaic**") concerning approximately \$4.99 million in contractual and statutory holdback funds claimed by CYMI;

B. Updates Since the August 20, 2026 Motion

11. Since the granting of the Initial Proposal Order and the subsequent Orders dated July 7, 2026 and August 20, 2026, CYMI has continued to work diligently, in good faith, and with

due diligence, together with the Proposal Trustee and its stakeholders, to develop a viable proposal for the benefit of creditors;

12. Pursuant to the August 20, 2026 Endorsement of Justice Dunphy, CYMI scheduled and attended a case conference on September 17, 2026 to address the process for the determination of its claim against Mosaic for payment of approximately \$4.99 million in contractual and statutory holdback funds. At the case conference, CYMI sought directions adding the Mosaic application to the Commercial List and establishing an expedited timetable for its determination;

13. At the September 17, 2026 case conference, the Court ordered that CYMI's Application against Mosaic be heard on the Commercial List and established an expedited timetable for its determination. In particular, the Court ordered that: (a) CYMI file all Application materials no later than September 23, 2026; (b) Mosaic file and serve all responding materials no later than October 13, 2026; (c) all cross-examinations be completed by October 21, 2026, with cross-examinations limited to one-half day per side unless otherwise ordered; (d) all parties file and serve their factums by November 6, 2026; and (e) the Application be heard on November 12, 2026 before the Commercial List by videoconference. As the determination on November 12, 2026 would be after the CYMI proposal is filed but before the creditor vote, it would allow the creditors reasonable certainty as to what is being paid by Mosaic when the vote takes place;

14. In accordance with the September 17, 2026 Order, CYMI commenced an Application against Mosaic on September 18, 2026 seeking, among other relief, declarations that approximately \$4,988,976.22 in contractual and statutory holdback funds are due and

payable to CYMI and an Order directing Mosaic to release those funds. CYMI subsequently served its Application Record;

15. The Mosaic Application concerns a significant receivable of CYMI and a material potential recovery for the benefit of CYMI's creditors and stakeholders. The determination of that Application remains an important component of CYMI's restructuring efforts and any proposal to creditors. In parallel with the Application, negotiations continue with Mosaic to resolve the terms on which the holdback will be paid to CYMI;

16. With respect to potential realizations for the estate other than the Mosaic receivable:

- a. SSLC (Champlain Bridge Contract): There have been no material developments with respect to the Signature on the collection of the Saint Lawrence Construction G.P. (“SSLC”) receivable of approximately \$11.4 million since the August 20, 2026 motion. CYMI continues to monitor the matter and assess any potential realization or recovery that may be available for the benefit of the estate and its creditors. The amount of any payout from this receivable is contingent on the result of the litigation between the head contractor and the project owner which is not expected to go to trial until 2029;

17. With respect to liabilities and stakeholder engagement:

- (a) Bridging North America Corporation (“BNA”): CYMI has confidentially shared an outline of its proposal concept with Bridging North America Corporation (“BNA”), a key contingent creditor, and discussions continue regarding same. Further discussions will hopefully resolve the quantum of the BNA claim before the proposal has to be filed, as the terms of that resolution could affect the terms of the proposal;

- (b) CRA: Since the last court appearance in this BIA proceeding, CRA issued a revised reassessment of additional HST it asserts is owing by CYMI beyond the \$502,000 CYMI acknowledges is outstanding. While the proposed reassessment was initially for an additional approximately \$233,000, CRA subsequently reduced the reassessment to an additional approximately \$217,000 following submissions made by CYMI regarding the treatment of certain input tax credits. However, CRA declined CYMI's request to defer finalizing the reassessment pending the outcome of CYMI's proposal proceedings. CYMI takes the position that the reassessment is premature because it is premised upon the assumption that certain accounts payable existing as of the NOI filing date will not ultimately be paid. However, recoveries from, among others, the Mosaic holdback claim would trigger the reversal of the CRA's HST arrears claim, as a significant portion of that is HST. Moreover, payment of supplier creditors with trust claims on the Mosaic holdback (arising from supplying the Mosaic project through CYMI) once the holdback is collected would further reverse the CRA claim to close to zero. CYMI has until December 1, 2026 to file an objection to the reassessment and intends to do so;

C. Supplier Trust Claims

18. Barton Malow: During a previous stay extension period, Barton Malow, formerly known as Alltrade Industrial Contractors Inc., asserted a construction trust claim for \$1,272,428.66 against the Mosaic holdback and other CYMI's assets. CYMI asserts that the claim is stayed. After discussion with CYMI, Barton Malow acknowledged it will refrain for now from pursuing enforcement steps while CYMI continues its proposal efforts;

19. SICE similarly asserted a similar trust claim for \$41,967.36 during the past extension period and is awaiting the outcome of the proposal process;
20. ABB: ABB also asserted a claim of approximately \$573,000 as a supplier to Mosaic as lead contractor (via CYMI as subcontractor) in respect of the Mosaic Line 6 Project. Hence ABB may also have trust rights in the Mosaic holdback. ABB holds a guarantee from Control y Montajes Industriales CYMI, S.A. (“**CYMI Spain**”) and made request for payment during the past proposal period, but the amount thereunder does not come due if reasonable efforts by CYMI Spain to cause CYMI to pay are made, which is being done through the development of a BIA proposal with CYMI Spain’s support. ABB has not taken any steps against CYMI, and CYMI is of the view that ABB is stayed from doing so;
21. CYMI has also continued discussions with its parent company, CYMI Spain, concerning sponsorship of CYMI’s proposal. Those discussions remain ongoing; however, the structure and scope of any sponsorship arrangement presently depends upon greater certainty regarding the BNA claim and the Mosaic recovery, which is sought to be obtained through the further extension, in order to permit CYMI’s proposal to be finalized;

D. Proposal Concept

22. CYMI’s proposal concept envisages the following:
- a. Funding a proposal with the proceeds of collecting the Mosaic holdback and the SSLC receivable and the proceeds of any other residual assets;
 - b. Collecting the Mosaic holdback either through settlement with Mosaic or the pending court application;

- c. Monitoring and collecting whatever the SSLC receivable ultimately produces and enforcing those rights as CYMI may deem advisable in its discretion, having regard to the cost and net benefit of enforcement steps and available resources to pursue same;
- d. From the proceeds of the Mosaic holdback:
 - i. Establishing a reserve from the Mosaic holdback to be held in escrow to fund the cost of Mosaic warranty claims re the Line 6 Project if any (the amount of this holdback and how it will be held is under negotiation with Mosaic);
 - ii. Setting a reserve for the professional expenses to complete the proposal process and implement the proposal (being quantified by CYMI and the Proposal Trustee);
 - iii. Paying all amounts owing under the DIP Charge, the Administration Charge and the D&O Charge (being quantified by CYMI and the Proposal Trustee);
 - iv. Paying the trust claims on the Mosaic Holdback of Barton Malow, SICE and ABB;
 - v. Paying the HST component of the Mosaic holdback receivable to CRA;
 - vi. Paying any other claims ranking ahead of unsecured creditors if any (none are known at the present time);
 - vii. Distributing the balance to unsecured creditors pro rata in accordance with their admitted claims;
- e. Settling the amount of the BNA contingent claim at an agreed number which will be written into the proposal if possible, or in the alternative, determining the claim through a summary BIA claims determination procedure;
- f. Settling the quantum of the trust claims to be paid from the Mosaic holdback at numbers to be written into the proposal if possible, or in the alternative, determining those claims through a summary BIA claims determination procedure; and

- g. Obtaining a court approved third party release on standard terms of all claims against CYMI Canada's shareholders, affiliates, directors, officers, and employees, excepting claims that cannot by law be released;

23. A proposal is the best approach to maximize value from collecting on the Mosaic and SSLC receivables for practical reasons, and to resolve stakeholder disputes;

E. Need for Extension of Time and Stay

24. The current stay of proceedings expires on October 5, 2026. CYMI seeks a final extension up to and including November 11, 2026, to permit completion of the work necessary to formulate and advance a viable proposal to creditors, including the hearing of the Mosaic Application;

25. Additional time is required to:

- a. pursue the collection of the Mosaic claim, including attending the hearing on November 12, 2026, as well as to negotiate in parallel a settlement of same before the hearing;
- b. continue engagement with BNA, CRA, Barton Malow, ABB and other stakeholders to finalize the structure and terms of a proposal and to settle claims amounts;
- c. complete negotiations with CYMI Spain regarding sponsorship and support for the proposal in light of the outcome of the above efforts to bring greater certainty to collections and claim amounts; and
- d. finalize and present a proposal that has a reasonable prospect of acceptance by creditors.

26. CYMI believes that a final extension will be sufficient to resolve or materially advance the foregoing matters and permit a viable proposal to be filed;

27. CYMI has acted, and continues to act, in good faith and with due diligence throughout these proceedings;
28. No stakeholder will suffer material prejudice if the extension is granted. To the contrary, the requested extension will maximize the prospects of a successful restructuring and enhance recoveries available to creditors;
29. Absent the requested extension, CYMI would be deemed bankrupt, significantly prejudicing creditors and stakeholders and jeopardizing the ongoing efforts to develop a proposal with a reasonable prospect of success;
30. The requested extension is therefore appropriate, necessary, and in the best interests of CYMI, its creditors, and the administration of these proceedings;

F. Approving the Fourth Report

31. The proposed Order seeks approval of the Fourth Report and the actions, conduct and activities of the Proposal Trustee, as set out therein;

G. Other Grounds

32. Such other grounds as are set out in the affidavit of Oscar De la Fuente Tomé and in the Fourth Report;
33. The provisions of the BIA and the inherent and equitable jurisdiction of this Honourable Court;
34. Rules 1.04, 1.05, 2.01, 2.03, 3.01, 3.02, 14.05, 16, and 37 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended; and
35. Such further and other grounds as counsel may advise and this Court may permit.

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

1. The Affidavits of Oscar De la Fuente Tomé, affirmed June 9, 2026, July 2, 2026, and August 18, 2026 in support of prior extensions, and a similar affidavit to be affirmed in September 2026 in support of the present motion, and the Exhibits attached thereto;
2. The First, Second, and Third reports of the Proposal Trustee, filed, and the Fourth Report of the Proposal Trustee to be filed; and
3. Such further and other documentary evidence as counsel may advise and this Court may permit.

September 29, 2026

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PROCEEDING COMMENCED AT
TORONTO

NOTICE OF MOTION

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Tab 2

Court File No. BK-26-03371910-0033
Estate No. 33-3371910

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AFFIDAVIT OF OSCAR DE LA FUENTE TOMÉ

I, Oscar De la Fuente Tomé, of the City of Madrid, Spain, **AFFIRM AND STATE:**

1. I am the sole director of CYMI Canada Inc. (“**CYMI**”) and as such, have personal knowledge of the matters contained in this affidavit to the extent of my involvement and responsibilities within the company. Where facts deposed to in this affidavit are based on information from others, I state that, having made such inquiries as I consider reasonable in the circumstances, and to the best of my knowledge and belief, I believe such information to be true and accurate.
2. This affidavit is sworn in support of a motion by CYMI for an order substantially in the form of the draft order located at Tab 3 of CYMI’s Motion Record, including, for the following relief:
 - (a) abridging if necessary the time for service and filing of the notice of motion and the motion record, validating service of the notice of motion and the motion record so that this motion is properly returnable on October 2, 2026, and dispensing with further service thereof;

- (b) extending the time for CYMI to file a proposal under section 50.4(9) of the Bankruptcy and Insolvency Act (“**BIA**”) to and including November 11, 2026 (the “**Stay Period**”);
 - (c) approving the fourth report of the Proposal Trustee, to be filed separately with the Court (the “**Fourth Report**”), and the activities of the Proposal Trustee set out therein; and
 - (d) such further and other relief as may be required to advance CYMI’s restructuring and this Honourable Court may deem just.
3. All terms not otherwise defined herein have the meaning ascribed to them in, as applicable:
- (i) the Initial Proposal Order dated June 9, 2026 (as defined below); (ii) the Order dated July 7, 2026 (the “**July 7 Order**”); (iii) the Order dated August 20, 2026 and Endorsement (the “**August 20 Order**”); (iv) my affidavit sworn June 5, 2026 (without exhibits) (the “**First Affidavit**”); (v) my affidavit sworn July 2, 2026 (without exhibits) (the “**Second Affidavit**”); (vi) my affidavit sworn August 18, 2026 (without exhibits) (the “**Third Affidavit**”), copies of which are appended hereto as **Exhibits “A”, “B”, “C”, “D”, “E”, and “F”**.

A. OVERVIEW AND CYMI’S FINANCIAL DIFFICULTIES

4. CYMI is a corporation incorporated under the laws of Ontario with its headquarters located in Toronto, Ontario, and carries on business as an electrical installation and specialty contracting company in the energy, industrial, technology and infrastructure sectors.

5. Facing immediate financial challenges, on May 12, 2026 (the “**Filing Date**”) CYMI filed a Notice of Intention to Make a Proposal (“**NOI**”) pursuant to Section 50.4(1) of the BIA. TDB Restructuring Limited was appointed as Proposal Trustee. The proceedings commenced on the Filing Date are hereinafter referred to as the “**NOI Proceedings**”. The NOI Proceedings were commenced as a means of stabilizing CYMI’s financial position in order to pursue a restructuring.
6. The facts underlying CYMI’s financial circumstances and need to seek creditor protection by filing an NOI are set out in my First Affidavit and are not repeated herein.
7. On June 9, 2026, the Court granted an initial proposal order (the “**Initial Proposal Order**”), which, among other things:
 - a. granted an initial stay up to and including July 8, 2026;
 - b. granted an Administration Charge up to \$150,000 in respect of professional fees and disbursements incurred up to July 7, 2026; and
 - c. adjourned the balance of the June 9, 2026 Motion, including the approval of the DIP Term Sheet and granting of the DIP Charge, to the return of this Motion on July 7, 2026.
8. On July 7, 2026, the Court approved the DIP Term Sheet, granted the DIP Charge, and granted the balance of the Administration Charge, increasing same by \$350,000 to \$500,000. The Court also granted a sealing order in respect of the CYMI-SSLC Agreement, and established a process whereby SSLC would be provided notice of any proposed disclosure of the CYMI-SSLC Agreement and afforded an opportunity to object before the agreement could be unsealed and disclosed to stakeholders and interested parties. The

redacted details of the CYMI-SSLC Agreement are set out in my Second Affidavit and are not repeated herein.

9. On August 20, 2026, the Court granted a further Order which, among other things:
 - (a) extended the time for CYMI to file a proposal under section 50.4(9) of the BIA to October 5, 2026;
 - (b) approved the Third Report of the Proposal Trustee and the activities of the Proposal Trustee described therein;
 - (c) recognized that CYMI intended to seek recovery of approximately \$4.99 million in holdback funds from Mosaic Transit Constructors General Partnership (“**Mosaic**”), which recovery had the potential to be a material component of any proposal to creditors; and
 - (d) directed that CYMI seek a case conference for the purpose of establishing a timetable for the adjudication of that dispute.

B. UPDATES SINCE THE AUGUST 20, 2026 ORDER

10. Since the granting of the Initial Proposal Order and the subsequent Orders dated July 7, 2026 and August 20, 2026, CYMI has continued to work diligently, in good faith, and with due diligence, together with the Proposal Trustee and its stakeholders, to develop a viable proposal for the benefit of its creditors.
11. Since the August 20 Order, CYMI has continued efforts to identify and realize upon significant assets of the estate and to engage with stakeholders regarding the structure of a

proposal. Particular efforts have been directed toward recovery of the Mosaic holdback funds and ongoing negotiations with key stakeholders.

Potential Realizations for the Estate

12. With respect to potential realizations for the estate, I am advised by Chris Besant of Gardiner Roberts LLP, counsel to CYMI, and verily believe as follows:

(a) SSLC (Champlain Bridge Contract): There have been no material developments with respect to the collection of the Signature on the Saint Lawrence Construction G.P. (“SSLC”) receivable of approximately \$11.4 million since the August 20, 2026 motion. CYMI continues to monitor the matter and assess any potential realization or recovery that may be available for the benefit of the estate and its creditors. The amount of any payout from this receivable is contingent on the result of the litigation between the head contractor and the project owner which is not expected to go to trial until 2029.

(b) Mosaic Holdback Receivable:

(i) Pursuant to the August 20, 2026 Endorsement of Justice Dunphy, CYMI scheduled and attended a case conference before the Commercial List on September 17, 2026 concerning its dispute with Mosaic regarding approximately \$4.99 million in contractual and statutory holdback funds owing to CYMI.

(ii) At the September 17, 2026 case conference, the Court ordered that CYMI’s Application against Mosaic be heard on the Commercial List and

established an expedited timetable for its determination. Specifically, the Court ordered that: (a) CYMI file its Application materials by September 23, 2026; (b) Mosaic deliver responding materials by October 13, 2026; (c) cross-examinations be completed by October 21, 2026; (d) factums be exchanged by November 6, 2026; and (e) the Application be heard on November 12, 2026 by videoconference. Attached hereto as **Exhibit ‘G’** are the September 17, 2026 Order and endorsement.

- (iii) In accordance with that Order, CYMI commenced an Application dated September 18, 2026 against Mosaic seeking, among other relief, a declaration that \$4,988,976.22 in contractual and statutory holdback funds are owing and payable to CYMI together with interest and costs. The Application Record was subsequently served. Attached hereto as **Exhibit ‘H’** is the Application Record.
- (iv) The Mosaic holdback receivable remains one of the most significant potential realizations available to the CYMI estate and a material component of any successful proposal to creditors.
- (v) The outcome of the Mosaic Application is therefore expected to have a significant impact on CYMI’s restructuring efforts and the recoveries available to stakeholders. While the motion for payment of the Mosaic holdback is scheduled for November 12, 2026 (the day after the deadline for CYMI to file a proposal, the result of the hearing would be known before

the creditor vote, so it would allow the creditors reasonable certainty as to what is being paid by Mosaic when the vote takes place.

Liabilities and Stakeholder Engagement

13. With respect to continued engagement with its principal stakeholders regarding the development of a proposal, I am advised by Chris Besant of Gardiner Roberts LLP, counsel to CYMI, and verily believe as follows:

- (a) BNA: CYMI has confidentially shared an outline of its proposal concept with Bridging North America Corporation (“**BNA**”), a key contingent creditor, and discussions continue regarding same. Further discussions will hopefully resolve the quantum of the BNA claim before the proposal has to be filed, as the terms of that resolution could affect the terms of the proposal.
- (b) CRA: Since the last court appearance in this BIA proceeding, CRA issued a revised reassessment of additional HST it asserts is owing by CYMI beyond the \$502,000 CYMI acknowledges is outstanding. While the proposed reassessment was initially for an additional approximately \$233,000, CRA subsequently reduced the reassessment to an additional approximately \$217,000 following submissions made by CYMI regarding the treatment of certain input tax credits. However, CRA declined CYMI’s request to defer finalizing the reassessment pending the outcome of CYMI’s proposal proceedings. CYMI takes the position that the reassessment is premature because it is premised upon the assumption that certain accounts payable existing as of the NOI filing date will not ultimately be paid. However, recoveries from, among others, the Mosaic holdback claim would trigger the reversal of the

CRA's HST arrears claim, as a significant portion of that is HST. Moreover, payment of supplier creditors with trust claims on the Mosaic holdback (arising from supplying the Mosaic Project through CYMI) once the holdback is collected would further reverse the CRA claim to close to zero. CYMI has until December 1, 2026 to file an objection to the reassessment and intends to do so.

Supplier Trust Claims

14. Barton Malow: During a previous stay extension period, Barton Malow, formerly known as Alltrade Industrial Contractors Inc., asserted a construction trust claim for \$1,272,428.66 against the Mosaic holdback and other CYMI's assets. CYMI asserts that the claim is stayed. After discussion with CYMI, Barton Malow acknowledged it will refrain for now from pursuing enforcement steps while CYMI continues its proposal efforts.
15. SICE similarly asserted a similar trust claim for \$41,967.36 during the past extension period and is awaiting the outcome of the proposal process.
16. ABB: ABB also asserted a claim of approximately \$573,000 as a supplier to Mosaic as lead contractor (via CYMI as subcontractor) in respect of the Mosaic Line 6 Project. Hence ABB may also have trust rights in the Mosaic holdback. ABB holds a guarantee from Control y Montajes Industriales CYMI, S.A. ("**CYMI Spain**") and made request for payment during the past proposal period, but the amount thereunder does not come due if reasonable efforts by CYMI Spain to cause CYMI to pay are made, which is being done through the development of a BIA proposal with CYMI Spain's support. ABB has not taken any steps against CYMI, and CYMI is of the view that ABB is stayed from doing so.

C. THE PROPOSAL

17. CYMI has continued discussions with its parent company, CYMI Spain, concerning sponsorship of CYMI's proposal. Those discussions remain ongoing. The structure and scope of any sponsorship arrangement presently depends upon greater certainty regarding the BNA claim and the Mosaic recovery, which is sought to be obtained through the further extension, in order to permit CYMI's proposal to be finalized.
18. CYMI's proposal concept envisages the following:
 - (a) Funding a proposal with the proceeds of collecting the Mosaic holdback and the SSLC receivable and the proceeds of any other residual assets;
 - (b) Collecting the Mosaic holdback either through settlement with Mosaic or the pending court application;
 - (c) Monitoring and collecting whatever the SSLC receivable ultimately produces and enforcing those rights as CYMI may deem advisable in its discretion, having regard to the cost and net benefit of enforcement steps and available resources to pursue same;
 - (d) From the proceeds of the Mosaic holdback:
 - (i) Establishing a reserve from the Mosaic holdback to be held in escrow to fund the cost of Mosaic warranty claims re the Line 6 Project if any (the amount of this holdback and how it will be held is under negotiation with Mosaic);
 - (ii) Setting a reserve for the professional expenses to complete the proposal process and implement the proposal (being quantified by CYMI and the Trustee);

- (iii) Paying all amounts owing under the DIP Charge, the Administration Charge and the D&O Charge (being quantified by CYMI and the Trustee);
 - (iv) Paying the trust claims on the Mosaic Holdback of Barton Malow, SICE and ABB;
 - (v) Paying the HST component of the Mosaic holdback receivable to CRA;
 - (vi) Paying any other claims ranking ahead of unsecured creditors if any (none are known at the present time);
 - (vii) Distributing the balance to unsecured creditors pro rata in accordance with their admitted claims
 - (e) Settling the amount of the BNA contingent claim at an agreed number which will be written into in the proposal if possible, or in the alternative determining the claim through a summary BIA claims determination procedure;
 - (f) Settling the quantum of the trust claims to be paid from the Mosaic holdback at numbers to be written into the proposal if possible, or in the alternative or in the alternative determining those claims through a summary BIA claims determination procedure; and
 - (g) Obtaining a court approved third party release on standard terms of all claims against CYMI Canada's shareholders, affiliates, directors, officers, and employees, excepting claims that cannot by law be released.
19. A proposal is the best approach to maximize value from collecting on the Mosaic and SSLC receivables because as a practical matter:
- (i) successful collection of the Mosaic Holdback receivable could be impaired if CYMI Canada does not restructure. Restructuring allows CYMI Canada to continue to operate in order to service warranty obligations pursuant to

the Mosaic contract. (CYMI's proposal concept would ideally avoid litigation over the holdback via a settlement with Mosaic to release the holdback in return for assurance that CYMI Canada is able to continue its warranty fulfilment and fund its warranty obligations and setting a reserve to fund same); and

- (ii) successful collection of the \$11.4 million SSLC receivable could face practical challenges if CYMI does not restructure (as account debtors tend to negotiate differently if a creditor goes bankrupt).

20. A proposal is also the best approach to resolve stakeholder claims disputes. A negotiated resolution of potential disputes during the next extension concerning:

- (a) the amounts of the BNA Claim;
- (b) trust claim amounts and other amounts proposed to be paid ahead of unsecured creditors, and
- (c) the terms for Mosaic to pay over the Mosaic holdback,

would allow solutions to those disputes to be written into the final version of CYMI's proposal, which is the most cost effective way forward for CYMI and its stakeholders. CYMI is confident based on discussions to date that it is achievable. If not the proposal to be filed will be structured to take account of unresolved disputes. Either way, a viable proposal will be filed.

EXTENSION OF TIME TO FILE PROPOSAL AND STAY PERIOD

21. CYMI requires a final extension of the Stay Period and the continued protection afforded by the *Bankruptcy and Insolvency Act* (the “**BIA**”) in order to complete its efforts to formulate and file a viable proposal for the benefit of its creditors. Absent such extension, CYMI would be deemed bankrupt, to the prejudice of its stakeholders.
22. Since the Initial Proposal Order and the subsequent orders, CYMI has continued to act in good faith and with due diligence, working closely with the Proposal Trustee and its stakeholders to advance a proposal.
23. During the current stay period, CYMI has undertaken significant efforts to advance a proposal and maximize realizations available to the estate. In particular, CYMI has commenced and is actively prosecuting its Application against Mosaic seeking recovery of approximately \$4.99 million in holdback funds and has obtained an expedited hearing schedule culminating in a hearing on November 12, 2026. CYMI has also continued negotiations with BNA regarding a global resolution and has continued engagement with CRA regarding its reassessment position.
24. CYMI has continued discussions with key stakeholders, including BNA, the CRA, Barton Malow, ABB, and its parent company, CYMI Spain, concerning matters that may affect the structure, feasibility, and funding of a proposal.
25. While progress has been made, additional time is required to:

- (a) pursue the collection of the Mosaic claim, including attending the hearing on November 12, 2026, as well as to negotiate in parallel a settlement of same before the hearing;
 - (b) continue engagement with BNA, CRA, Barton Malow, ABB and other stakeholders to finalize the structure and terms of a proposal and to settle claims amounts;
 - (c) complete negotiations with CYMI Spain regarding sponsorship and support for the proposal in light of the outcome of the above efforts to bring greater certainty to collections and claim amounts; and
 - (d) finalize and present a proposal that has a reasonable prospect of acceptance by creditors.
26. I believe that a further extension of the Stay Period will maximize the prospects of a viable proposal and enhance recoveries for creditors.
27. I do not believe that any creditor will suffer material prejudice if the requested extension is granted.
28. I am advised by Chris Besant of Gardiner Roberts LLP, counsel to CYMI, and verily believe that the requested extension complies with the requirements of section 50.4(9) of the BIA respecting extensions of the stay period.
29. I understand that the Proposal Trustee supports CYMI's request for the proposed extension.

30. CYMI therefore requests an Order extending the time to file a proposal and the corresponding stay of proceedings under the BIA until and including November 11, 2026, or such later date as this Honourable Court considers just.

APPROVING THE FOURTH REPORT

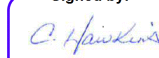
31. I am advised by the Proposal Trustee that the Fourth Report of the Proposal Trustee provides an accurate and comprehensive summary of the steps taken since the granting of the August 20 Order in addition to a report on the budget-to-actual forecast.

CONCLUSION

32. The relief sought on the within motion will provide stability to CYMI's business and enable CYMI to pursue a restructuring through the proposal process for the benefit of all stakeholders. The relief sought in this motion is supported by CYMI, its proposed DIP lender, CYMI Spain, CYMI's shareholders, and the Proposal Trustee. At present, CYMI is not aware of any creditor or stakeholder who opposes the relief sought, or would be materially prejudiced if such relief is granted.

AFFIRMED BEFORE ME remotely by Oscar De la Fuente Tomé stated as being located in the City of Madrid in Spain, before me at the City of Toronto, in the Province of Ontario on September 30, 2026, in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely.

Signed by:



Commissioner for Taking Affidavits
(or as may be)

Crystal Lynn Hawkins, a Commissioner, etc.,
Province of Ontario, for Gardiner Roberts LLP, Lawyers.
Expires September 3, 2028.

Signed by:



OSCAR DE LA FUENTE TOMÉ

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C., 1985, C. B-3, AS AMENDED

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF CYMI CANADA INC. FILED IN THE CITY OF OTTAWA, IN THE PROVINCE OF ONTARIO

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF OSCAR DE LA FUENTE TOMÉ

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Lawyers for CYMI Canada Inc.

This is Exhibit “A” referred to in the Affidavit of Oscar De la Fuente Tomé sworn by Oscar De la Fuente Tomé of the Madrid, in Spain, before me at the City of Toronto, in the Province of Ontario, on September 30, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:



Commissioner for Taking Affidavits (or as may be)

CRYSTAL HAWKINS

**Crystal Lynn Hawkins, a Commissioner, etc.,
Province of Ontario, for Gardiner Roberts LLP, Lawyers.
Expires September 3, 2028.**



Court File No. BK-26-03371910-0033
Estate No. 33-3371910

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	TUESDAY, THE 9 TH
	)	
JUSTICE CAVANAGH	)	DAY OF JUNE, 2026

**IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C., 1985, C. B-3,
AS AMENDED**

**IN THE MATTER OF THE NOTICE OF INTENTION TO
MAKE A PROPOSAL OF CYMI CANADA INC. FILED IN
THE CITY OF OTTAWA, IN THE PROVINCE OF ONTARIO**

ORDER
(INITIAL PROPOSAL ORDER)

THIS MOTION, made by CYMI Canada Inc. (“CYMI”) pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3 (the “**BIA**”), for an order, among other things: (a) extending the time for CYMI to file a proposal under section 50.4(9) of the BIA until July 24, 2026; (b) approving the First Report of the Proposal Trustee (each as defined herein); (c) approving the DIP Term Sheet and authorizing CYMI to access the DIP Facility (each as defined herein); and (d) establishing the Charges (as defined herein), was heard this day by videoconference, except that the relief sought in (c) and (d) was adjourned in whole or in part to a further hearing on July 7, 2026 at 11:00 a.m. before the Honourable Justice Cavanagh.

ON READING the affidavit of Oscar De la Fuente Tomé, affirmed June 5, 2026 (the “**Tomé Affidavit**”), the First Report (the “**First Report**”) of TDB Restructuring Limited in its capacity as proposal trustee of CYMI (the “**Proposal Trustee**”) dated June 5, 2026, and on being advised that CYMI filed a Notice of Intention to Make a Proposal (“**NOI Proceeding**”) pursuant to section 50.4(1) of the BIA on May 12, 2026 (the “**NOI Filing Date**”), and on hearing the submissions of the respective counsel for CYMI, the Proposal Trustee, the DIP Lender (as defined herein) and such

other counsel and parties as are listed on the Participant Information Form, no one else appearing although duly served as appears from the Lawyer's Certificate of Service of Saisha Mahil dated June 5, 2026 regarding service of the Motion Record, and the Lawyer's Certificate of Service of Saisha Mahil dated June 8, 2026 regarding service of the Factum, filed;

SERVICE AND INTERPRETATION

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion, Motion Record and First Report are hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that capitalized terms used but not defined in this Order shall have the meanings given to them in the First Report and the Tomé Affidavit, as applicable.
3. **THIS COURT ORDERS** that all references to currency herein shall be in Canadian dollars.

ADJOURNMENT

4. **THIS COURT ORDERS** that the relief sought with respect to (i) approving the DIP Term Sheet and authorizing CYMI to access the DIP Facility, (ii) establishing the DIP Charge, (iii) establishing the balance of the Administration Charge (as defined herein), and (iv) extending the time for CYMI to file a proposal under section 50.4(9) of the BIA until July 24, 2026, is hereby adjourned to a further hearing to be held on July 7, 2026 at 11:00 a.m. before the Honourable Justice Cavanagh.

EXTENSION OF TIME TO FILE A PROPOSAL

5. **THIS COURT ORDERS** that pursuant to section 50.4(9) of the BIA, the time for CYMI to file a proposal is hereby extended up to and including July 8, 2026.

APPROVAL OF FIRST REPORT

6. **THIS COURT ORDERS** that the First Report, as well as the actions, conduct and activities of the Proposal Trustee as described therein, be and are hereby approved; provided, however, that

only the Proposal Trustee, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

POSSESSION OF PROPERTY

7. **THIS COURT ORDERS** that CYMI shall remain in possession and control of its current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the “**Property**”). Subject to further Order of this Court, CYMI may continue to realize upon on its assets and wind down its affairs (collectively, the “**Business**”) while it develops a proposal to creditors.

8. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, CYMI is and shall be entitled but not required to pay all reasonable expenses incurred in carrying on the Business after the NOI Filing Date, out of cash on hand, realization proceeds, cash flow provided by the DIP Loan and or otherwise, notwithstanding any encumbrances liens trusts or other rights in same, but subject to the terms of the DIP Term Sheet. Without limiting the foregoing, subject to the terms of the DIP Term Sheet, CYMI shall be entitled, but not required, to pay the following expenses, whether incurred prior to or after the date of this Order:

- (a) the fees and disbursements of any Assistants (as defined herein) retained or employed by CYMI, at their standard rate and charges; and
- (b) with the consent of the Proposal Trustee and the DIP Lender, amounts owing for goods or services supplied to CYMI by suppliers or professionals prior to the NOI Filing Date up to the maximum aggregate amount of \$100,000, if, in the opinion of CYMI and the Proposal Trustee, those goods and services are critical to the Business or were part of the process of preparing for the filing of the Proposal.

PROPOSAL TRUSTEE

9. **THIS COURT ORDERS** that the Proposal Trustee continues to be and is hereby authorized to take all steps required to fulfill its duties under the BIA or as an officer of this Court, including to perform such duties as are required to give effect to the terms of this Order and such other orders as may be made by this Court from time to time.

10. THIS COURT ORDERS that, without limiting the duties and powers of the Proposal Trustee under the BIA, the Proposal Trustee is authorized, but not obliged, to do any of the following in the name of and on behalf of CYMI, where the Proposal Trustee considers it necessary or desirable, provided that such exercise of power is consistent with the terms of the DIP Term Sheet:

- (a) monitor CYMI's receipts and disbursements;
- (b) review all disbursements of CYMI in the amount of \$25,000 or greater and, if the Proposal Trustee deems the disbursement necessary or appropriate to maintain or facilitate the Business, to approve such disbursement;
- (c) report to this Court at such times and intervals as the Proposal Trustee may deem appropriate with respect to the Property, the Business and other such matters as may be relevant to this NOI Proceeding;
- (d) assist CYMI, to the extent required, in their dissemination to the DIP Lender and its counsel of financial and other information as set out in the DIP Term Sheet and as may otherwise be agreed upon by CYMI and the DIP Lender;
- (e) advise CYMI in the preparation of CYMI's cash flow statements and other financial reporting reasonably required by the DIP Lender, which information shall be reviewed with the Proposal Trustee and delivered to the DIP Lender and its legal counsel on a periodic basis but not less than bi-weekly or as otherwise agreed to by the DIP Lender;
- (f) have full and complete access to the Property, including but not limited to the premises, books, records, data, including data in electronic form, and other financial records of CYMI, to the extent necessary to perform its duties and obligations set out herein and under the BIA;

- (g) engage independent legal counsel or such other persons as the Proposal Trustee deems necessary or advisable;
- (h) perform such other duties as are required by this Order or any other Order of this Court; and,
- (i) take any steps reasonably incidental to the exercise of the powers hereby granted or the performance of any statutory obligations, and, in each case, where the Proposal Trustee takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of the directors and officers of CYMI, and without interference.

11. THIS COURT ORDERS that the Proposal Trustee shall not take possession of the Property or the Business and shall not, in fulfilling its obligations hereunder or pursuant to the BIA, be deemed to have taken possession or control of the Property or the Business, or any part thereof.

12. THIS COURT ORDERS that the Proposal Trustee shall incur no liability or obligation as a result of its appointment or the carrying out of its duties under the BIA or the provisions of this Order or any other Orders which may be made by this Court, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded to the Proposal Trustee by the BIA or any other applicable legislation.

ADMINISTRATION CHARGE

13. THIS COURT ORDERS that the Proposal Trustee, counsel to the Proposal Trustee, and counsel to CYMI shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, whether incurred prior to, on or subsequent to the NOI Filing Date, by CYMI as part of the costs of these proceedings. CYMI are hereby authorized and directed to pay the accounts of the Proposal Trustee, counsel to the Proposal Trustee and counsel to CYMI a weekly basis, or as they may otherwise agree.

14. THIS COURT ORDERS that the Proposal Trustee, counsel to the Proposal Trustee and counsel to CYMI shall be entitled to the benefit of and are hereby granted a charge (the

“**Administration Charge**”) on the Property, which Administration Charge shall not exceed an aggregate amount of \$150,000 for the period up to July 7, 2026, as security for payment of their respective professional fees and disbursements incurred at their standard rates and charges, both before and after the making of this Order, in respect of this proceeding.

VALIDITY AND PRIORITY OF ADMINISTRATION CHARGE CREATED BY THIS ORDER

15. THIS COURT ORDERS that the filing, registration or perfection of the Administration Charge shall not be required, and that the Administration Charge shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Administration Charge coming into existence, notwithstanding any such failure to file, register, record or perfect.

16. THIS COURT ORDERS that the Administration Charge shall constitute a charge on the Property and such Administration Charge shall rank in priority to all other security interests, trusts (including any statutory, deemed or constructive trust), liens, charges and encumbrances, claims of secured creditors, statutory or otherwise and any other claims (collectively, “**Encumbrances**”) in favour of any Person.

17. THIS COURT ORDERS that except as otherwise expressly provided for herein, or as may be approved by this Court, CYMI shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges, unless CYMI also obtains the prior written consent of the Proposal Trustee and the beneficiaries of the Administration Charge (collectively, the “**Chargees**”), or further Order of this Court.

18. THIS COURT ORDERS that the Administration Charge shall not be rendered invalid or unenforceable and the rights and remedies of the Chargees thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) or receivership order(s) issued pursuant to the BIA or otherwise, or any bankruptcy order or receivership order subsequently made; (c) the filing of any, or the deemed occurrence of any, assignments for the general benefit of creditors made pursuant to the BIA; (d) the filing of any applications under the *Companies’ Creditors Arrangement*

Act (Canada); (e) the provisions of any federal or provincial statutes; or (f) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease or other agreement (collectively, an “**Agreement**”) which binds CYMI, and notwithstanding any provision to the contrary in any Agreement:

- (a) the creation of the Administration Charge shall not create or be deemed to constitute a breach by CYMI of any Agreement to which they are a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by the creation of the Administration Charge; and
- (c) the payments made by CYMI pursuant to this Order, and the granting of the Administration Charge, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

SERVICE OF DOCUMENTS

19. THIS COURT ORDERS that the Guide Concerning Commercial List E-Service (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 of the *Rules of Civil Procedure* (the “**Rules**”), this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules. Subject to Rule 3.01(d) of the Rules 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:

20. THIS COURT ORDERS that CYMI, the Proposal Trustee and their respective counsel are at liberty to serve or distribute this Order, and other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding copies thereof by

electronic message to CYMI's creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or judicial obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

21. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Guide is not practicable, CYMI and the Proposal Trustee and their respective counsel and agents are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding copies thereof by prepaid ordinary mail, courier, personal delivery, email or facsimile transmission to CYMI's creditors or other interested parties at their respective addresses (including email addresses) as last shown on the records of CYMI and that any such service or distribution shall be deemed to be received on the earlier of (a) the date of transmission thereof, if sent by electronic message on or prior to 5:00 p.m. Eastern Time; (b) the next business day following the date of forwarding or transmission thereof, if sent by courier, personal delivery, facsimile transmission or electronic message sent after 5:00 p.m. Eastern; or (c) on the third business day following the date of forwarding thereof, if sent by ordinary mail.

GENERAL

22. THIS COURT ORDERS that this Order shall have full force and effect in all provinces and territories in Canada.

23. THIS COURT ORDERS that CYMI, the Proposal Trustee, and the DIP Lender may, from time to time, apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

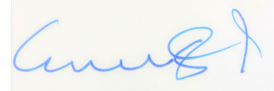
24. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, agency or regulatory or administrative bodies, having jurisdiction in Canada, the United States of America or any other jurisdiction, to give effect to this Order and to assist CYMI, the Proposal Trustee and their respective agents in carrying out the terms of this Order. All courts, tribunals, agencies and regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to CYMI and to the Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Proposal Trustee in any

foreign proceeding, or to assist CYMI and the Proposal Trustee and their respective agents in carrying out the terms of this Order.

25. THIS COURT ORDERS that each of CYMI and the Proposal Trustee be at liberty and are 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 Proposal Trustee 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.

26. THIS COURT ORDERS that any interested party, including CYMI, the Proposal Trustee and the DIP Lender, may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to CYMI, the Proposal Trustee and the DIP Lender, or upon such other notice, if any, as this Court may order.

27. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Time on the date of this Order without the need for entry or filing.



Justice Cavanagh

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C., 1985, C. B-3, AS AMENDED

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF CYMI CANADA INC. FILED IN THE CITY OF OTTAWA, IN THE PROVINCE OF ONTARIO

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

ORDER

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Lawyers for CYMI Canada Inc.

This is Exhibit “B” referred to in the Affidavit of Oscar De la Fuente Tomé sworn by Oscar De la Fuente Tomé of the Madrid, in Spain, before me at the City of Toronto, in the Province of Ontario, on September 30, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:



Commissioner for Taking Affidavits (or as may be)

CRYSTAL HAWKINS

**Crystal Lynn Hawkins, a Commissioner, etc.,
Province of Ontario, for Gardiner Roberts LLP, Lawyers.
Expires September 3, 2028.**

Court File No. BK-26-03371910-0033
Estate No. 33-3371910

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	TUESDAY, THE 7 TH
	)	
JUSTICE CAVANAGH	)	DAY OF JULY, 2026

**IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C., 1985, C. B-3,
AS AMENDED**

**IN THE MATTER OF THE NOTICE OF INTENTION TO
MAKE A PROPOSAL OF CYMI CANADA INC. FILED IN
THE CITY OF OTTAWA, IN THE PROVINCE OF ONTARIO**

ORDER

THIS MOTION, made by CYMI Canada Inc. (“CYMI”) pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3 (the “BIA”), for an order, among other things: (a) extending the time for CYMI to file a proposal under section 50.4(9) of the BIA until August 21, 2026; (b) approving the Second Report of the Proposal Trustee (each as defined herein); (c) approving the DIP Term Sheet and authorizing CYMI to access the DIP Facility (each as defined herein); (d) increasing the Administration Charge granted on June 9, 2026 by \$350,000 (from \$150,000 to \$500,000); and (d) establishing the Charges (as defined herein), was heard this day by videoconference.

ON READING the affidavits of Oscar De la Fuente Tomé, affirmed June 5, 2026 and July 2, 2026 (the “Tomé Affidavit”), and the First Report and Second Report (the “First Report “ and “Second Report” respectively) of TDB Restructuring Limited in its capacity as proposal trustee of CYMI (the “Proposal Trustee”) dated July 2, 2026, and on being advised that CYMI filed a Notice of Intention to Make a Proposal (“NOI Proceeding”) pursuant to section 50.4(1) of the BIA on May 12, 2026 (the “NOI Filing Date”), and obtained an extension of time to file same by Order of this Honourable Court on June 9, 2026 until July 8, 2026, and on hearing the submissions of the

respective counsel for CYMI, the Proposal Trustee, the DIP Lender (as defined herein) and such other counsel and parties as are listed on the Participant Information Form, no one else appearing although duly served as appears from the Affidavit of Service of Stephanie Mayaki dated July 2, 2026 regarding service of the Motion Record, filed;

SERVICE AND INTERPRETATION

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion, Motion Record and Second Report are hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that capitalized terms used but not defined in this Order shall have the meanings given to them in the Second Report and the Tomé Affidavit, as applicable.
3. **THIS COURT ORDERS** that all references to currency herein shall be in Canadian dollars.

ORDER FOR DIRECTIONS AND SEALING ORDER

4. **THIS COURT ORDERS** that disclosure of the unredacted Affidavit of Oscar De la Fuente Tomé, affirmed July 2, 2026, including the agreement appended thereto as Exhibit “C” (the “**Agreement**”) shall be made by CYMI in these proceedings by service on same on the Service List in this proceeding after 14 days has elapsed from the date that this Order is mailed and emailed by CYMI to the counterparty to the Agreement (and thereafter by the filing of same with the applicable Court Office and on Case Center), unless said counterparty advises counsel to CYMI and the Trustee within that 14 day period that it wishes to seek an Order varying this paragraph, in which case the unredacted affidavit shall not be served or its redacted contents disclosed or filed and instead a hearing shall be scheduled to consider the counterparty’s request with respect to varying this paragraph..

5. **THIS COURT ORDERS** that the portions of the Affidavit of Oscar De la Fuente Tomé, affirmed July 2, 2026 concerning the Agreement, together with Exhibit “C” thereto, be and are hereby sealed, confidential and shall not form part of the public record and shall not be available for public inspection or disclosure until the 14 day post-mailing period elapses as set out in Section 4 hereof, or where an objection to disclosure is made by the counterparty within that period, until

further Order of this Court or such other period as this Court may determine, except with leave of this Court.

EXTENSION OF TIME TO FILE A PROPOSAL

6. THIS COURT ORDERS that pursuant to section 50.4(9) of the BIA, the time for CYMI to file a proposal is hereby extended up to and including August 21, 2026.

APPROVAL OF SECOND REPORT

7. THIS COURT ORDERS that the Second Report, as well as the actions, conduct and activities of the Proposal Trustee as described therein, be and are hereby approved; provided, however, that only the Proposal Trustee, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

POSSESSION OF PROPERTY

8. THIS COURT ORDERS that CYMI shall remain in possession and control of its current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the “**Property**”). Subject to further Order of this Court, CYMI may continue to realize upon on its assets and wind down its affairs (collectively, the “**Business**”) while it develops a proposal to creditors..

9. THIS COURT ORDERS that, except as otherwise provided to the contrary herein, CYMI is and shall be entitled but not required to pay all reasonable expenses incurred in carrying on the Business after the NOI Filing Date, out of cash on hand, realization proceeds, cash flow provided by the DIP Loan and or otherwise, notwithstanding any encumbrances liens trusts or other rights in same, but subject to the terms of the DIP Term Sheet. Without limiting the foregoing, subject to the terms of the DIP Term Sheet, CYMI shall be entitled, but not required, to pay the following expenses, whether incurred prior to or after the date of this Order:

- (a) the fees and disbursements of any Assistants (as defined herein) retained or employed by CYMI, at their standard rate and charges; and

- (b) with the consent of the Proposal Trustee and the DIP Lender, amounts owing for goods or services supplied to CYMI by suppliers or professionals prior to the NOI Filing Date up to the maximum aggregate amount of \$100,000, if, in the opinion of CYMI and the Proposal Trustee, those goods and services are critical to the Business or were part of the process of preparing for the filing of the Proposal.

PROPOSAL TRUSTEE

10. THIS COURT ORDERS that the Proposal Trustee continues to be and is hereby authorized to take all steps required to fulfill its duties under the BIA or as an officer of this Court, including to perform such duties as are required to give effect to the terms of this Order and such other orders as may be made by this Court from time to time.

11. THIS COURT ORDERS that, without limiting the duties and powers of the Proposal Trustee under the BIA, the Proposal Trustee is authorized, but not obliged, to do any of the following in the name of and on behalf of CYMI, where the Proposal Trustee considers it necessary or desirable, provided that such exercise of power is consistent with the terms of the DIP Term Sheet:

- (a) monitor CYMI's receipts and disbursements;
- (b) review all disbursements of CYMI in the amount of \$25,000 or greater and, if the Proposal Trustee deems the disbursement necessary or appropriate to maintain or facilitate the Business, to approve such disbursement;
- (c) report to this Court at such times and intervals as the Proposal Trustee may deem appropriate with respect to the Property, the Business and other such matters as may be relevant to this NOI Proceeding;
- (d) assist CYMI, to the extent required, in their dissemination to the DIP Lender and its counsel of financial and other information as set out in the DIP Term Sheet and as may otherwise be agreed upon by CYMI and the DIP Lender;

- (e) advise CYMI in the preparation of CYMI's cash flow statements and other financial reporting reasonably required by the DIP Lender, which information shall be reviewed with the Proposal Trustee and delivered to the DIP Lender and its legal counsel on a periodic basis but not less than bi-weekly or as otherwise agreed to by the DIP Lender;
- (f) have full and complete access to the Property, including but not limited to the premises, books, records, data, including data in electronic form, and other financial records of CYMI, to the extent necessary to perform its duties and obligations set out herein and under the BIA;
- (g) engage independent legal counsel or such other persons as the Proposal Trustee deems necessary or advisable;
- (h) perform such other duties as are required by this Order or any other Order of this Court; and,
- (i) take any steps reasonably incidental to the exercise of the powers hereby granted or the performance of any statutory obligations, and, in each case, where the Proposal Trustee takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of the directors and officers of CYMI, and without interference.

12. THIS COURT ORDERS that the Proposal Trustee shall not take possession of the Property or the Business and shall not, in fulfilling its obligations hereunder or pursuant to the BIA, be deemed to have taken possession or control of the Property or the Business, or any part thereof.

13. THIS COURT ORDERS that the Proposal Trustee shall incur no liability or obligation as a result of its appointment or the carrying out of its duties under the BIA or the provisions of this Order or any other Orders which may be made by this Court, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded to the Proposal Trustee by the BIA or any other applicable legislation.

DIP FINANCING

14. THIS COURT ORDERS that CYMI is hereby authorized and empowered to obtain and borrow under a credit facility (the “**DIP Facility**”) from Control y Montajes Industriales CYMI, S.A., (in such capacity, the “**DIP Lender**”) in order to finance CYMI’s working capital requirements and other general corporate purposes and capital expenditures, provided that the aggregate borrowings under the DIP Facility shall not exceed the principal amount of \$500,000, unless permitted by further Order of the Court.

15. THIS COURT ORDERS that the DIP Facility shall be on the terms and subject to the conditions set forth in the DIP Facility Term Sheet between CYMI and the DIP Lender dated as of June 5, 2026 in the form attached to the Tomé Affidavit with such minor modification and amendments that may be agreed to by the parties thereto and consented to by the Proposal Trustee (the “**DIP Term Sheet**”).

16. THIS COURT ORDERS that CYMI is hereby authorized and empowered to execute and deliver such ancillary credit agreements, mortgages, charges, hypothecs and security documents, guarantees, and other definitive documents (collectively, including the DIP Term Sheet, the “**DIP Credit Documents**”) as are contemplated by the DIP Term Sheet (if any) or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and CYMI are hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the DIP Credit Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

17. THIS COURT ORDERS that as security for the payment and performance by CYMI of their obligations under the DIP Term Sheet and any DIP Credit Documents, the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the “**DIP Charge**”) on the Property, which charge shall not exceed an aggregate amount of \$500,000 plus interest, fees and expenses, unless permitted by further Order of the Court, and which shall not secure an obligation that exists before the NOI Filing Date. The DIP Charge shall have the priority set out in paragraph 25 hereof.

18. THIS COURT ORDERS that, notwithstanding any other provision of this Order:

- (a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Charge or any of the DIP Credit Documents;
- (b) without limiting the rights of the DIP Lender under the DIP documents to decline to make advances, upon the occurrence of an Event of Default (as defined in the DIP Term Sheet) under the DIP Credit Documents, the DIP Lender, subject to the notice requirements under the DIP Credit Documents and any restrictions contained therein, may cease making advances to CYMI and set off and/or consolidate any amounts owing by the DIP Lender to CYMI against the obligations of CYMI to the DIP Lender under the DIP Credit Documents or the DIP Lender Charge, make demand, accelerate payment and give other notices, or, upon two (2) business days' notice to CYMI and the Proposal Trustee, exercise any and all other rights and remedies against CYMI or the Property under or pursuant to the DIP Credit Documents and the DIP Charge, including, without limitation, to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against CYMI and for the appointment of a trustee in bankruptcy of any of CYMI; and
- (c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of CYMI or the Property.

19. THIS COURT ORDERS that this Order is subject to provisional execution and that if any of the provisions of this Order in connection with the DIP Term Sheet, the DIP Credit Documents, or the DIP Charge shall subsequently be stayed, modified, varied, amended, reversed or vacated in whole or in part (collectively, a “**Variation**”), such Variation shall not in any way impair, limit or lessen the priority, protections, rights or remedies of the DIP Lender, whether under this Order (as made prior to the Variation), the DIP Term Sheet, the DIP Credit Documents or the DIP Charge with respect to any advances made or obligations incurred prior to the DIP Lender receiving notice of the Variation, and the DIP Lender shall be entitled to rely on this Order as issued (including, without limitation, the DIP Charge) for all advances so made and other obligations set out in the DIP Term Sheet or the DIP Credit Documents.

20. THIS COURT ORDERS AND DECLARES that the DIP Lender shall be treated as unaffected in any proposal filed by CYMI under the BIA, with respect to any advances made under the DIP Credit Documents.

ADMINISTRATION CHARGE

21. THIS COURT ORDERS that the Proposal Trustee, counsel to the Proposal Trustee, and counsel to CYMI shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, whether incurred prior to, on or subsequent to the NOI Filing Date, by CYMI as part of the costs of these proceedings. CYMI are hereby authorized and directed to pay the accounts of the Proposal Trustee, counsel to the Proposal Trustee and counsel to CYMI a weekly basis, or as they may otherwise request..

22. THIS COURT ORDERS that **Administration Charge** as defined in the Order made June 9, 2026 in these proceedings on the Property shall be increased by \$350,000 (from \$150,000 to \$500,000), and shall not exceed an aggregate amount of \$500,000, as security for payment of the professional fees expenses and disbursements of the Proposal Trustee, counsel to the Proposal Trustee and counsel to CYMI, incurred at their standard rates and charges, both before and after the making of this Order, in respect of this proceeding. The Administration Charge shall have the priority set out in paragraph 23 hereof.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

23. THIS COURT ORDERS that the priorities of the Administration Charge and the DIP Charge (collectively, the “**Charges**”), as among them, with respect to the Property shall be as follows:

First – the DIP Charge (to the maximum amount of \$500,000 plus interest, fees and expenses); and

Second – the Administration Charge (to the maximum amount of \$500,000).

24. THIS COURT ORDERS that the filing, registration or perfection of the Charges shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any

right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

25. THIS COURT ORDERS that each of the Charges shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts (including any statutory, deemed or constructive trust), liens, charges and encumbrances, claims of secured creditors, statutory or otherwise and any other claims (collectively, “**Encumbrances**”) in favour of any Person.

26. THIS COURT ORDERS that except as otherwise expressly provided for herein, or as may be approved by this Court, CYMI shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges, unless CYMI also obtains the prior written consent of the Proposal Trustee and the beneficiaries of the Charges (collectively, the “**Chargees**”), or further Order of this Court.

27. THIS COURT ORDERS that the Charges shall not be rendered invalid or unenforceable and the rights and remedies of the Chargees thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) or receivership order(s) issued pursuant to the BIA or otherwise, or any bankruptcy order or receivership order subsequently made; (c) the filing of any, or the deemed occurrence of any, assignments for the general benefit of creditors made pursuant to the BIA; (d) the filing of any applications under the *Companies’ Creditors Arrangement Act* (Canada); (e) the provisions of any federal or provincial statutes; or (f) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease or other agreement (collectively, an “**Agreement**”) which binds CYMI, and notwithstanding any provision to the contrary in any Agreement:

- (a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the DIP Credit Documents shall create or be deemed to constitute a breach by CYMI of any Agreement to which they are a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from CYMI entering into the

DIP Term Sheet, the creation of the Charges, or the execution, delivery or performance of the DIP Credit Documents; and

- (c) the payments made by CYMI pursuant to this Order, the DIP Credit Documents and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

SERVICE OF DOCUMENTS

28. THIS COURT ORDERS that the Guide Concerning Commercial List E-Service (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/](https://www.ontariocourts.ca/scj/practice/regional-practice%20directions/eservice-commercial/)) shall be valid and effective service. Subject to Rule 17.05 of the *Rules of Civil Procedure* (the “**Rules**”), this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules. Subject to Rule 3.01(d) of the Rules 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:

29. THIS COURT ORDERS that CYMI, the Proposal Trustee and their respective counsel are at liberty to serve or distribute this Order, and other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding copies thereof by electronic message to CYMI’s creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or judicial obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

30. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Guide is not practicable, CYMI and the Proposal Trustee and their respective counsel and agents are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding copies thereof by prepaid ordinary mail, courier, personal delivery, email or facsimile transmission to CYMI’s creditors or other interested parties at

their respective addresses (including email addresses) as last shown on the records of CYMI and that any such service or distribution shall be deemed to be received on the earlier of (a) the date of transmission thereof, if sent by electronic message on or prior to 5:00 p.m. Eastern Time; (b) the next business day following the date of forwarding or transmission thereof, if sent by courier, personal delivery, facsimile transmission or electronic message sent after 5:00 p.m. Eastern; or (c) on the third business day following the date of forwarding thereof, if sent by ordinary mail.

GENERAL

31. THIS COURT ORDERS that this Order shall have full force and effect in all provinces and territories in Canada.

32. THIS COURT ORDERS that CYMI, the Proposal Trustee, and the DIP Lender may, from time to time, apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

33. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, agency or regulatory or administrative bodies, having jurisdiction in Canada, the United States of America or any other jurisdiction, to give effect to this Order and to assist CYMI, the Proposal Trustee and their respective agents in carrying out the terms of this Order. All courts, tribunals, agencies and regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to CYMI and to the Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Proposal Trustee in any foreign proceeding, or to assist CYMI and the Proposal Trustee and their respective agents in carrying out the terms of this Order.

34. THIS COURT ORDERS that each of CYMI and the Proposal Trustee be at liberty and are 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 Proposal Trustee 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.

35. THIS COURT ORDERS that any interested party, including CYMI, the Proposal Trustee and the DIP Lender, may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to CYMI, the Proposal Trustee and the DIP Lender, or upon such other notice, if any, as this Court may order.

36. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Time on the date of this Order without the need for entry or filing.



Justice Cavanagh

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C., 1985, C. B-3, AS AMENDED

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF CYMI CANADA INC. FILED IN THE CITY OF OTTAWA, IN THE PROVINCE OF ONTARIO

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

ORDER

GARDINER ROBERTS LLP

Bay Adelaide Centre, East Tower
22 Adelaide Street West, Suite 3600
Toronto ON M5H 4E3

Chris Besant (24882O)

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Saisha Mahil (80083T)

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Lawyers for CYMI Canada Inc.

This is Exhibit “C” referred to in the Affidavit of Oscar De la Fuente Tomé sworn by Oscar De la Fuente Tomé of the Madrid, in Spain, before me at the City of Toronto, in the Province of Ontario, on September 30, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:



Commissioner for Taking Affidavits (or as may be)

CRYSTAL HAWKINS

**Crystal Lynn Hawkins, a Commissioner, etc.,
Province of Ontario, for Gardiner Roberts LLP, Lawyers.
Expires September 3, 2028.**



ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: BK-26-03371910-0033

DATE: August 20, 2026

NO. ON LIST: 3

TITLE OF PROCEEDING: CYMI CANADA INC.

BEFORE: JUSTICE S. DUNPHY

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Chris Besant	Counsel for the Applicant, CYMI Canada Inc.	cbesant@grllp.com

For Defendant, Respondent, Responding Party:

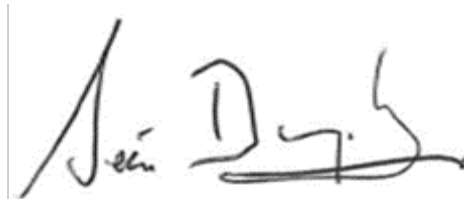
Name of Person Appearing	Name of Party	Contact Info
Eva Hyderman	Counsel for the Proposal Trustee, TDB Restructuring Limited	ehyderman@cassels.com

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Bryan Tannenbaum Nisan Thurairatnam	Proposal Trustee, TDB Restructuring Limited	btannenbaum@tdbadvisory.ca nthurairatnam@tdbadvisory.ca

ENDORSEMENT OF JUSTICE:

- [1] This is a motion for a third extension of the stay or proceedings in respect of a BIA proposal. The debtor has provided a full accounting of progress made and I am satisfied that progress towards a potentially successful proposal has been made and is continuing. The requested extension will see the stay expiring well within the statutory limit of five months past the initial stay of 30 days.
- [2] I have reviewed the Proposal Trustee's report and am happy to approve the Trustee's activities as reported upon therein subject to the usual caveats about the import of judicial approval of such reports.
- [3] The debtor has advised of an intended motion to compel payment of a holdback amount of approximately \$5 million by Mosaic Transit Constructors which has the potential to be a material element of a proposal or conversely a material obstacle to its success. Efforts to engage Mosaic's counsel in discussions of a motion timetable to resolve this issue have been met with silence thus far.
- [4] The debtor will be seeking a date for a case conference to finalize a timetable for the hearing of this intended motion which is the normal first step for scheduling motions in the Commercial Court. If Mosaic does not participate in the process, the timetable will be fixed without its input. It would therefore be advisable for Mosaic to engage unless of course the dispute is resolved without need for the court's intervention.
- [5] The requested order extending the stay and approving the Proposal Trustee's activities is approved and will be signed today.



Date: Aug 20, 2026

Sean Dunphy

Court File No. BK-26-03371910-0033
Estate No. 33-3371910

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE
JUSTICE DUNPHY

)
)
)

THURSDAY, THE 20TH
DAY OF AUGUST, 2026

**IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C., 1985, C. B-3,
AS AMENDED**

**IN THE MATTER OF THE NOTICE OF INTENTION TO
MAKE A PROPOSAL OF CYMI CANADA INC. FILED IN
THE CITY OF OTTAWA, IN THE PROVINCE OF ONTARIO**

ORDER

THIS MOTION, made by CYMI Canada Inc. (“CYMI”) pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3 (the “BIA”), for an order, among other things: (a) extending the time for CYMI to file a proposal under section 50.4(9) of the BIA until October 5, 2026; (b) approving the Third Report of the Proposal Trustee (as defined herein); (c) scheduling an expedited hearing for an order directing Mosaic Transit Group (“Mosaic”) to pay holdback funds of approximately \$4.988 million owing to CYMI, including establishing a timetable for the delivery of motion materials, responding materials, if any, and the hearing of such motion, and such further directions as may be necessary to facilitate an expedited hearing; and (d) approving the disclosure of the CYMI-SSLC Agreement (as defined below) to creditors in light of the expiry of the period for Signature on the Saint Lawrence Construction G.P. (“SSLC”) to object to disclosure, was heard this day by videoconference.

ON READING the affidavits of Oscar De la Fuente Tomé, affirmed June 5, 2026, July 2, 2026, and August 18, 2026 (the “Tomé Affidavit”), and the First Report, Second Report (the “First Report” and “Second Report”, respectively), and the Third Report dated August 18, 2026 (the “Third Report”), of TDB Restructuring Limited in its capacity as proposal trustee of CYMI (the

“Proposal Trustee”), and on being advised that CYMI filed a Notice of Intention to Make a Proposal (**“NOI Proceeding”**) pursuant to section 50.4(1) of the BIA on May 12, 2026 (the **“NOI Filing Date”**), and obtained an extension of time to file same by Order of this Honourable Court on July 7, 2026 until August 21, 2026, and on hearing the submissions of the respective counsel for CYMI, the Proposal Trustee, and such other counsel and parties as are listed on the Participant Information Form, no one else appearing although duly served as appears from the Affidavit of Service of Crystal Hawkins dated August 18, 2026 regarding service of the Motion Record, filed;

SERVICE AND INTERPRETATION

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion, Motion Record and Third Report are hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that capitalized terms used but not defined in this Order shall have the meanings given to them in the Third Report and the Tomé Affidavit, as applicable.
3. **THIS COURT ORDERS** that all references to currency herein shall be in Canadian dollars.

EXTENSION OF TIME TO FILE A PROPOSAL

4. **THIS COURT ORDERS** that pursuant to section 50.4(9) of the BIA, the time for CYMI to file a proposal is hereby extended up to and including October 5, 2026.

APPROVAL OF THIRD REPORT

5. **THIS COURT ORDERS** that the Third Report, as well as the actions, conduct and activities of the Proposal Trustee as described therein, be and are hereby approved; provided, however, that only the Proposal Trustee, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

PROPOSAL TRUSTEE

6. **THIS COURT ORDERS** that the Proposal Trustee continues to be and is hereby authorized and empowered to take all steps required to fulfill its duties under the BIA or as an officer

of this Court, including to perform such duties as are required to give effect to the terms of this Order and such other orders as have been and may be made by this Court from time to time, and to have such protections as previously ordered, all as previously set out in the July 7, 2026 and June 9 2026 Orders made in this proceeding.

SERVICE OF DOCUMENTS

7. THIS COURT ORDERS that the Guide Concerning Commercial List E-Service (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/](https://www.ontariocourts.ca/scj/practice/regional-practice%20directions/eservice-commercial/)) shall be valid and effective service. Subject to Rule 17.05 of the *Rules of Civil Procedure* (the “**Rules**”), this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules. Subject to Rule 3.01(d) of the Rules 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:

8. THIS COURT ORDERS that CYMI, the Proposal Trustee and their respective counsel are at liberty to serve or distribute this Order, and other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding copies thereof by electronic message to CYMI’s creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or judicial obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

9. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Guide is not practicable, CYMI and the Proposal Trustee and their respective counsel and agents are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding copies thereof by prepaid ordinary mail, courier, personal delivery, email or facsimile transmission to CYMI’s creditors or other interested parties at their respective addresses (including email addresses) as last shown on the records of CYMI and that any such service or distribution shall be deemed to be received on the earlier of (a) the date of

transmission thereof, if sent by electronic message on or prior to 5:00 p.m. Eastern Time; (b) the next business day following the date of forwarding or transmission thereof, if sent by courier, personal delivery, facsimile transmission or electronic message sent after 5:00 p.m. Eastern; or (c) on the third business day following the date of forwarding thereof, if sent by ordinary mail.

GENERAL

10. THIS COURT ORDERS that this Order shall have full force and effect in all provinces and territories in Canada.

11. THIS COURT ORDERS that CYMI, the Proposal Trustee, and the DIP Lender may, from time to time, apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

12. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, agency or regulatory or administrative bodies, having jurisdiction in Canada, the United States of America or any other jurisdiction, to give effect to this Order and to assist CYMI, the Proposal Trustee and their respective agents in carrying out the terms of this Order. All courts, tribunals, agencies and regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to CYMI and to the Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Proposal Trustee in any foreign proceeding, or to assist CYMI and the Proposal Trustee and their respective agents in carrying out the terms of this Order.

13. THIS COURT ORDERS that each of CYMI and the Proposal Trustee be at liberty and are 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 Proposal Trustee 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.

14. THIS COURT ORDERS that any interested party, including CYMI and the Proposal Trustee may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to CYMI and the Proposal Trustee, or upon such other notice, if any, as this Court may order.

15. ~~THIS COURT ORDERS~~ ~~that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Time on the date of this Order without the need for entry or filing.~~

Justice Dunphy

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C., 1985, C. B-3, AS AMENDED

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF CYMI CANADA INC. FILED IN THE CITY OF OTTAWA, IN THE PROVINCE OF ONTARIO

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

ORDER

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Lawyers for CYMI Canada Inc.

This is Exhibit “D” referred to in the Affidavit of Oscar De la Fuente Tomé sworn by Oscar De la Fuente Tomé of the Madrid, in Spain, before me at the City of Toronto, in the Province of Ontario, on September 30, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:



Commissioner for Taking Affidavits (or as may be)

CRYSTAL HAWKINS

**Crystal Lynn Hawkins, a Commissioner, etc.,
Province of Ontario, for Gardiner Roberts LLP, Lawyers.
Expires September 3, 2028.**

Court File No. BK-26-03371910-0033
Estate No. 33-3371910

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

**IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C., 1985, C.
B-3, AS AMENDED**

**IN THE MATTER OF THE NOTICE OF INTENTION TO
MAKE A PROPOSAL OF CYMI CANADA INC. FILED IN
THE CITY OF OTTAWA, IN THE PROVINCE OF
ONTARIO**

AFFIDAVIT OF OSCAR DE LA FUENTE TOMÉ

I, Oscar De la Fuente Tomé, of the City of Madrid, Spain, **AFFIRM AND STATE:**

1. I am the sole director of CYMI Canada Inc. (“CYMI”) and as such, have personal knowledge of the matters contained in this affidavit to the extent of my involvement and responsibilities within the company. Where facts deposed to in this affidavit are based on information from others, I state that, having made such inquiries as I consider reasonable in the circumstances, and to the best of my knowledge and belief, I believe such information to be true and accurate.
2. CYMI is a privately held corporation, incorporated pursuant to the laws of Ontario with its headquarters located in Toronto, Ontario. CYMI is an electrical installation and specialty contracting company that operates in the energy, industrial, technology and infrastructure sectors.
3. On May 12, 2026, CYMI filed a notice of intention to make a proposal (the “**NOI**”) pursuant to section 50.4 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the “**BIA**”). TDB Restructuring Limited (“**TDB**”) was named proposal trustee (the “**Proposal**”).

Trustee”) of CYMI’s proposal process (the “**Proposal Proceeding**”). A copy of the certificate of filing of the NOI from the Superintendent of Bankruptcy in respect of the Proposal Proceeding is attached as **Exhibit ‘A’**.

4. This affidavit is sworn in support of a motion by CYMI for orders as follows:

Stay Extension and Approval of First Report of the Proposal Trustee

- (a) An initial proposal order, among other things;
 - (i) extending the time for CYMI to file a proposal under section 50.4(9) of the BIA by 45 days to and including July 24, 2026; and
 - (ii) approving the first report of the Proposal Trustee, to be filed separately with the Court (the “**First Report**”), and the activities of the Proposal Trustee set out therein.

DIP Financing Plus DIP and Administration Charges

- (b) An Order authorizing CYMI to enter into the interim financing term sheet (the “**DIP Term Sheet**”) with its parent company, Control y Montajes Industriales CYMI, S.A. (“**CYMI Spain**”), as interim lender, and
 - (i) granting CYMI Spain a super priority charge (the “**DIP Charge**”) in an amount not to exceed \$500,000 plus interest, fees and expenses, against CYMI’s property, assets and undertakings as security for all of CYMI’s obligations to CYMI Spain under the DIP Term Sheet. The DIP Charge shall rank ahead of all other security trusts encumbrances and claims on CYMI’s property assets and undertaking; and
 - (ii) granting a super-priority charge against CYMI’s property, assets and undertakings (ranking ahead of the DIP Charge) in an amount not to exceed \$500,000, in favour of CYMI’s legal counsel, the Proposal Trustee and the Proposal Trustee’s legal counsel, as security for the professional fees and

disbursements of the Proposal Trustee and counsel to the Proposal Trustee and counsel to CYMI (the “**Administration Charge**”), which shall rank ahead of all other security trusts encumbrances and claims on CYMI’s property assets and undertaking except the DIP Charge.

A. THE BUSINESS ENTERPRISE

a. Background, Ownership and Operations

5. CYMI is currently insolvent with a total creditors list of approximately \$24.4 million, excluding a disputed arbitration claim. It has initiated this Proposal Proceeding in order to effect an orderly realization of its assets and to develop a proposal to its creditors for the distribution of the proceeds to its creditors that is more favourable to creditors than bankruptcy.
6. CYMI Canada is a subsidiary of CYMI Spain, an engineering, supply and construction company with more than sixty (60) years of experience in the execution and commissioning of projects in the energy, industrial, technology and infrastructure sectors. Its activities include electrical installations, transmission and distribution lines, substations, industrial facilities, pipelines, storage tanks, renewable energy projects, data centres and other complex technical installations for both public and private clients..
7. Over a period of approximately ten (10) years, CYMI executed a number of major construction contracts in Canada, including work on large-scale infrastructure projects such as the Samuel De Champlain Bridge Corridor project, the Eglinton Light Rail Transit project, and the Gordie Howe International Bridge project.
8. Although CYMI was able to secure and perform substantial infrastructure work in Canada, the net financial contribution of several of these contracts was limited and, in many

instances, negative. The repeated occurrence of losses, together with only marginal profitability on certain projects, progressively eroded CYMI's margins, weakened its retained earnings, and placed sustained pressure on its liquidity. Over time, this pattern became a significant contributing factor to CYMI's financial difficulties, leading to the need to close its operations and conduct an orderly wind-down of its affairs.

b. Business Assets

9. CYMI's most significant asset is a significant non-current account receivable in the approximate amount of CAD \$4.5 million owing from Mosaic Transit Group ("**Mosaic**") in respect of electrical work performed on the Finch West LRT project. In short its is a holdback under the contract (the "**Mosaic Holdback**"). The work was substantially completed and the holdback is owing. Mosaic has not yet released this holdback and has taken the position that additional security must be provided in respect of CYMI's continuing warranty obligations. CYMI disputes this position on the basis that a guarantee from CYMI Spain has already been provided as required by CYMI's contract with Mosaic, and that there is no contractual entitlement to require additional or replacement security. CYMI remains available to fulfill its warranty obligations and will continue to do so after making a successful proposal, and the CYMI Spain guarantee remains in place as required. While CYMI is of the view that Mosaic has no basis for non-payment and intends to aggressively collect this amount in order to enhance the proposal it can make to its creditors, the recovery of the Mosaic Holdback is complicated by broader commercial relationships. Dragados Canada Inc. ("**Dragados**"), which was formerly part of the same corporate group as CYMI but is no longer affiliated, is a partner with Bridging North America Corporation ("**BNA**") in ongoing arbitration proceedings (discussed in greater

detail below) and maintains a relationship with Mosaic. This dynamic adds complexity to the collection of the Mosaic Holdback. A copy of CYMI's contract with Mosaic is attached hereto as **Exhibit 'B'**.

10. In addition to the Mosaic account receivable, CYMI's assets include:

- (a) rights arising from a joint venture with AllTrade Industrial Contractors Inc.(the "**AllTrade-CYMI JV**"), including CYMI's entitlement to any distributions in connection with the wind-down of the joint venture. CYMI is a minority participant in the AllTrade-CYMI JV, and the wind-down process is to be administered by the majority partner, which CYMI understands may now operate under a different name. CYMI continues to monitor the wind-down process and intends to seek a report from the majority partner on likely realization from same;
- (b) a counterclaim in arbitration proceedings relating to the electrical work performed on the Gordie Howe International Bridge project. BNA has asserted a claim against CYMI in the approximate amount of US \$29 million in that arbitration. CYMI has advanced a counterclaim for a substantial, albeit lower, amount. The dispute was referred to arbitration, and an arbitrator has been appointed. As a result of the Proposal Proceeding, the arbitration proceeding has been stayed;
- (c) miscellaneous minor accounts receivable; and
- (d) A small amount of cash on hand, being the opening cash balance in the cash flow.

B. CREDITORS

a. Secured Creditors

11. There are no secured creditors.
12. A copy of a *PPSA* search report for Ontario in respect of CYMI is attached as **Exhibit 'C'**. It shows a precautionary registration made the day before the BIA filing by CYMI Spain in anticipation of providing DIP financing should that be approved.

b. Unsecured Creditors

13. As of June 2, 2026, CYMI's books and records show that there are approximately ten (10) different unsecured creditors with debts totaling approximately \$24.4 million, not including the claim advanced by BNA in the arbitration proceeding. A copy CYMI's filed Form 33 listing its creditors is attached hereto as **Exhibit 'D'**.
14. CYMI's principal liabilities include:
- (a) an unsecured loan originally advanced by Citibank in the approximate amount of CAD \$17 million. The loan was guaranteed by a Spanish affiliate of CYMI, Dragados, which in turn was guaranteed by CYMI Spain. Citibank called on the Dragados guarantee, which was paid, and Dragados subsequently called on the CYMI Spain guarantee, which was also paid. As a result, CYMI Spain now holds the claim against CYMI in respect of this indebtedness. The current amount of that debt on the initial creditors list in this proceeding is CAD\$17,149,667.00;
 - (b) a claim asserted by BNA in the approximate amount of US \$29 million in connection with the Gordie Howe International Bridge project, in which BNA, as contractor,

alleges breach of contract by CYMI in its capacity as electrical subcontractor. As the claim is contingent and CYMI disputes that it is owing, it is valued at \$1.00 as a placeholder for purposes of the initial creditors list in this proceeding;

- (c) an unpaid invoice in the approximate amount of US \$140,000 issued by the International Chamber of Commerce in respect of arbitration costs related to the BNA claim. The invoice became due shortly after the filing of the NOI, and accordingly any enforcement or collection steps in respect thereof are subject to the stay of proceedings. A copy of the invoice is attached hereto as **Exhibit 'E'**;
- (d) obligations arising under a sublease agreement in respect of office premises located at 45 Sheppard Avenue East, Toronto, Ontario leased by CYMI for \$2,925.42 per month. A copy of the sublease agreement is attached hereto as **Exhibit 'F'**. The sublease extends to May 30, 2027 and incorporates, in part, obligations under an underlying head lease. To the extent CYMI is unable to fulfill its obligations under the sublease, or in the event of termination of the head lease, CYMI may be exposed to claims for damages, which could give rise to an additional unsecured liability;
- (e) A liability to CRA for unremitted HST due to be remitted in March 2026 for February 2026 in the net amount after input credit set offs of \$501,816.97;
- (f) various amounts owing to certain subcontractors and other unsecured creditors including ABB and Alltrade Industrial Contractors Inc. in the approximate amount of \$1.9 Million; and

- (g) intercompany debts owed to (i) CYMI Spain (in addition to the Citibank Loan position it acquired by paying out Dragados) of approximately CAD \$3.2 Million, and (ii) CYMI US in the amount of approximately CAD \$1.4 million.

c. Employees

15. As a consequence of the recurring losses incurred across its Canadian operations, CYMI determined that it was no longer financially viable to continue carrying on business in Canada. After assessing the sustained negative results, ongoing liquidity pressures and the absence of a realistic prospect of restoring profitability in the near term, management decided to cease operations in Canada and proceed with the termination of its employees. This step was taken as part of CYMI's effort to contain further losses and preserve remaining value for stakeholders. As such CYMI has no current employees but has a consulting arrangement with an independent contractor to enable it to fulfill warranty requirements when called upon.

C. CIRCUMSTANCES LEADING UP TO THE PROPOSAL PROCEEDING

16. The primary cause of CYMI's financial difficulties has been the performance of its Canadian project portfolio, where the company executed major contracts over a period of more than ten (10) years. While these projects generated significant revenues, the overall financial outcomes were, in many cases, materially adverse. In particular:
- (a) the New Champlain Bridge Corridor project generated approximately CAD \$53 million in production and incurred losses of approximately CAD \$6.2 million;

- (b) the Eglinton Light Rail Transit project generated approximately CAD \$8.7 million in production with only approximately CAD \$131,000 in profit;
 - (c) the Leaside Station project generated approximately CAD \$9.5 million in production and losses of approximately CAD \$4.6 million;
 - (d) the Laird Station project generated approximately CAD \$6.85 million in production and losses of approximately CAD \$5.9 million;
 - (e) the Finch project generated approximately CAD \$43 million in production with limited profit of approximately CAD \$495,000; and
 - (f) the Gordie Howe International Bridge project generated close to CAD \$40 million in production with a negative margin of approximately CAD \$3.85 million.
17. Although CYMI secured and delivered substantial infrastructure work in Canada, the financial contribution of several of these contracts was limited and, in many instances, negative. The repeated occurrence of losses, together with only marginal profitability on certain projects, progressively eroded CYMI's margins, weakened retained earnings, and placed sustained pressure on liquidity. Over time, this pattern became a significant contributing factor to the CYMI's financial difficulties.
18. A significant portion of CYMI's project portfolio became loss-making. From an accounting and financial perspective, originally anticipated margins were progressively eroded due to cost overruns, execution delays, design modifications, lower-than-expected productivity, and other unforeseen circumstances arising during project execution.

19. These factors resulted in actual project costs exceeding budgeted costs and, in numerous instances, exceeding the related contract revenues. Consequently, CYMI was required to recognize negative margins across a substantial portion of its projects, which adversely affected operating results and further weakened its financial condition.
20. CYMI also experienced ongoing working capital constraints, particularly in relation to accounts receivable, project-based billing cycles, and losses incurred on prior projects. Extended collection periods reduced available liquidity and increased reliance on financing to support daily operations. At the same time, CYMI continued to meet its obligations to suppliers and employees, resulting in a persistent mismatch between cash inflows and outflows, which placed sustained pressure on liquidity.
21. In addition, CYMI had outstanding holdback and other receivables in respect of which payment was delayed.. The non-release and non-payment of these amounts adversely affected cash conversion and delayed the receipt of funds that would otherwise have supported working capital. As a result, amounts contractually earned remained unavailable for operational use, further constraining liquidity.
22. CYMI's capital structure has further contributed to its financial difficulties. As earnings declined, CYMI's debt burden became increasingly difficult to service, and interest and principal repayment obligations reduced available cash flow and financial flexibility. As financial performance weakened, access to additional financing became more restricted. Lenders imposed tighter conditions, and CYMI's ability to secure new credit facilities or equity funding diminished, further constraining liquidity.

23. CYMI also faced challenges in recovering costs through claims relating to project delays, scope changes, and unforeseen working conditions not attributable to CYMI. In several projects, conditions encountered during execution differed materially from those contemplated at the time of bidding and were not reflected in the original contract pricing. Although CYMI submitted claims seeking compensation for additional costs, many of these claims were rejected or only partially recognized. As a result, CYMI was required to absorb substantial additional costs without corresponding compensation, further contributing to its financial distress.
24. A significant factor exacerbating CYMI's financial position was the Gordie Howe International Bridge project, on which CYMI commenced work in 2020. During the course of that project, CYMI incurred significant additional costs due to delays, design changes, and acceleration measures required to meet project timelines. While claims were submitted, only limited amounts were accepted by the client.
25. Following an extended period of negotiations, and in light of ongoing payment delays and uncertainty regarding recovery of claimed amounts, CYMI limited its activities to the original contract scope. The contract was subsequently terminated by the client, and arbitration proceedings were commenced.
26. The combined effects of the termination, non-payment of additional costs, legal expenses associated with arbitration, and claims asserted against CYMI have materially impaired CYMI's financial position. The cumulative impact of declining margins, working capital constraints, debt servicing obligations, unresolved claims, and adverse project outcomes resulted in a severe liquidity crisis. Despite management's efforts to stabilize operations

through cost-control measures, restructuring initiatives and attempts to secure additional financing, CYMI's available liquidity became insufficient to meet its obligations as they fell due.

27. In summary, CYMI's financial difficulties arose from a combination of adverse project outcomes, operational challenges, unresolved contractual claims, financing constraints, and the impact of major disputes, including the arbitration commenced by BNA in relation to the Gordie Howe International Bridge Project. Accordingly, CYMI determined that the filing of a NOI under the BIA was necessary in order to preserve value, stabilize its financial position, and pursue a restructuring.

D. CASH FLOW, DIP FINANCING & DIP CHARGE

28. As required by the BIA, CYMI prepared a cash flow and the Proposal Trustee prepared a report on same and it was duly filed within the 10 days provided by the BIA (the "**Cash Flow**"), a copy of which will be attached to the First Report.
29. The Cash Flow indicates that CYMI could operate through the restructuring process with the projected receipts and disbursements. That said, the forecast leaves little room for error. Moreover, as payment of its main asset – the Mosaic Holdback – is disputed, additional financing capacity is needed to allow flexibility to collect same. Accordingly, out of prudence, CYMI is seeking approval of a DIP facility.
30. To back stop the cash flow requirements of CYMI during the Proposal Proceeding, CYMI Spain, in its capacity as the proposed lender under the DIP Term Sheet (the "**DIP Lender**"), has offered to make available to CYMI a debtor-in possession loan in the maximum amount of \$500,000 (the "**DIP Loan**") pursuant to the terms of the DIP Term Sheet, substantially

in the form attached as **Exhibit ‘G’**, to fund operations and the cash shortfall anticipated in the Extended Cash Flow.

31. The DIP Term Sheet is conditional on the Court granting an order, on terms acceptable to the DIP Lender, which, among other things, grants the DIP Charge on the property assets and undertaking of CYMI, which shall rank in priority to all other security, trusts (whether Statutory or otherwise), encumbrances and claims on the property assets and undertaking of CYMI. As the cash flow without the DIP shows just enough cash to complete the process, and the DIP is a back up facility, the DIP term sheet gives CYMI Spain discretion as to what to fund.
32. CYMI believes that the terms of the DIP Term Sheet are reasonable in the circumstances and should be approved. In the absence of the DIP Loan, CYMI would be in too tight a cash flow situation and would not have the standby financial backing to credibly show it can aggressively pursue the Mosaic Holdback, , which would make its principal asset more difficult to collect, a result detrimental to all of CYMI’s creditors and stakeholders.

E. ADMINISTRATION CHARGE

33. To ensure payment of the fees and expenses of each of CYMI’s legal counsel, the Proposal Trustee and the Proposal Trustee’s legal counsel, CYMI seeks the Administration Charge, which is to rank in priority to all security, trusts (whether statutory or otherwise), encumbrances and claims on the property assets and undertaking of CYMI excepting the DIP Charge.
34. The Administration Charge is reasonable in the circumstances. The continued services of the professionals are critical to the progress and success of these Proposal Proceedings and,

without such charge, the foregoing professionals are unlikely to continue in their capacities in support of these Proposal Proceedings.

F. RANK OF CHARGES

35. The ranking of the charges is DIP Charge first and the Administration Charge second. All of these charges are to rank in priority to all other security, trusts (whether statutory or otherwise), encumbrances and claims on the property assets and undertaking of CYMI.

G. THE PROPOSAL

36. The Proposal Trustee, in consultation with CYMI, is in the process of developing a proposal to CYMI's creditors. The proposal is expected to be a liquidating proposal designed to maximize recoveries for creditors through an orderly realization of CYMI's assets.
37. CYMI is no longer operating its business as a going concern. Rather, it is anticipated that a proposal proceeding will provide a more efficient and value-maximizing framework for realizing on CYMI's assets than a bankruptcy or piecemeal liquidation.
38. While the terms of the proposed restructuring remain under development, CYMI currently anticipates that the proposal will be premised on the realization of its principal assets, together with a deferral of a portion of the unsecured pre-filing intercompany claims of CYMI Spain (this is still being negotiated) in order to provide a distribution to unsecured creditors that is expected to exceed the recovery available in a bankruptcy scenario.

39. CYMI is actively engaged in discussions with CYMI Spain regarding its support for the proposal, including the potential subordination or deferral of intercompany claims. Such support, if finalized, is expected to materially enhance recoveries available to arm's length creditors.
40. Since the filing of the NOI, CYMI has taken a number of steps to advance the development of a viable proposal, including:
- (a) working with CYMI Spain to assess potential funding support and the treatment of its significant pre-filing intercompany claims in a manner that would improve recoveries to other creditors;
 - (b) stabilizing its financial position by the statutory stay of proceedings to halt the advancement of significant litigation, including the arbitration commenced by BNA, and potential collection action by other creditors such as CRA, thereby preserving liquidity;
 - (c) assessing the collectability and timing of recovery of its principal assets, including the Mosaic holdback and other receivables;
 - (d) reviewing its books and records and refining its understanding of the creditor pool and the quantum of claims, in order to inform the development of a liquidation analysis; and
 - (e) working closely with the Proposal Trustee, which has been advised of and supports the steps being taken by CYMI to develop a proposal.

41. The Proposal Trustee has been consulted throughout this process and supports CYMI's request for an extension of the stay of proceedings in order to permit CYMI to continue developing and advancing its proposal.
42. CYMI intends to continue negotiations and to refine and finalize the terms of the proposal during the requested extension period, with a view to filing a proposal within that timeframe.

M. STAY EXTENSION

43. Under the BIA, the initial stay of proceedings will expire on June 12, 2026. CYMI is acting in good faith and with due diligence in seeking to preserve the viability of the business for the benefit of all of their stakeholders and to permit the Proposal Trustee to implement and conduct the proposal.
44. In order to commence and advance the proposal, CYMI is seeking an extension of time to file a proposal for 45 days to and including July 24, 2026.
45. Without the present requested extension, CYMI will not be in a position to make a viable proposal to creditors and will become automatically bankrupt after the expiry of the current stay on June 12, 2026. That would worsen the position of the stakeholders as a proposal to creditors is likely to produce better results than a sale in a liquidating bankruptcy.
46. CYMI does not consider that any creditor will be materially prejudiced if the stay extension is granted. The extension is supported by CYMI, its DIP Lender, and the Proposal Trustee.
47. If the extension sought is granted, CYMI would be able to make a viable proposal to its creditors for the distribution of the proceeds.

H. CONCLUSION

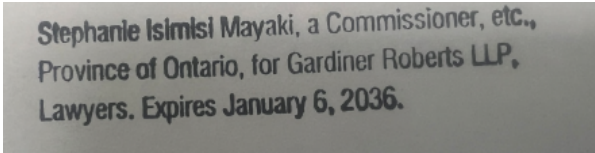
48. The relief sought on the within motion will provide stability to CYMI’s business and enable CYMI to pursue a restructuring through the proposal process for the benefit of all stakeholders. The relief sought in this motion is supported by CYMI, its proposed DIP lender, CYMI Spain, CYMI’s shareholders, and the Proposal Trustee. At present, CYMI is not aware of any creditor or stakeholder who opposes the relief sought, or would be materially prejudiced if such relief is granted.

AFFIRMED BEFORE ME remotely by Oscar De la Fuente Tomé stated as being located in the City of Madrid in Spain, before me at the City of Toronto, in the Province of Ontario on June 5, 2026, in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely.



Stephanie Mayaki

Commissioner for Taking Affidavits
(or as may be)
STEPHANIE MAYAKI



Signed by:
OSCAR DE LA FUENTE TOMÉ
8A021ED4C7C9420

OSCAR DE LA FUENTE TOMÉ

This is Exhibit “E” referred to in the Affidavit of Oscar De la Fuente Tomé sworn by Oscar De la Fuente Tomé of the Madrid, in Spain, before me at the City of Toronto, in the Province of Ontario, on September 30, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:



Commissioner for Taking Affidavits (or as may be)

CRYSTAL HAWKINS

**Crystal Lynn Hawkins, a Commissioner, etc.,
Province of Ontario, for Gardiner Roberts LLP, Lawyers.
Expires September 3, 2028.**

Court File No. BK-26-03371910-0033
Estate No. 33-3371910

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

**IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C., 1985, C.
B-3, AS AMENDED**

**IN THE MATTER OF THE NOTICE OF INTENTION TO
MAKE A PROPOSAL OF CYMI CANADA INC. FILED IN
THE CITY OF OTTAWA, IN THE PROVINCE OF
ONTARIO**

AFFIDAVIT OF OSCAR DE LA FUENTE TOMÉ

I, Oscar De la Fuente Tomé, of the City of Madrid, Spain, **AFFIRM AND STATE:**

1. I am the sole director of CYMI Canada Inc. (“CYMI”) and as such, have personal knowledge of the matters contained in this affidavit to the extent of my involvement and responsibilities within the company. Where facts deposed to in this affidavit are based on information from others, I state that, having made such inquiries as I consider reasonable in the circumstances, and to the best of my knowledge and belief, I believe such information to be true and accurate.
2. This affidavit is sworn in support of a motion by CYMI for an order substantially in the form of the draft order located at Tab 3 of CYMI’s Motion Record, including, for the following relief:
 - (a) abridging if necessary the time for service and filing of the notice of motion and the motion record, validating service of the notice of motion and the motion record so that this motion is properly returnable on July 7, 2026, and dispensing with further service thereof;

- (b) extending the time for CYMI to file a proposal under section 50.4(9) of the Bankruptcy and Insolvency Act (“**BIA**”) by 45 days to and including August 21, 2026 (the “**Stay Period**”);
 - (c) authorizing CYMI to enter into the interim financing term sheet (the “**DIP Term Sheet**”) with Control y Montajes Industriales CYMI, S.A. (“**CYMI Spain**”), as interim lender, and granting super-priority charges over CYMI’s property assets and undertaking ranking in the order they appear below:
 - (i) granting CYMI Spain a super priority charge (the “**DIP Charge**”) in an amount not to exceed \$500,000 plus interest, fees and expenses, against CYMI’s property, assets and undertakings as security for all of CYMI’s obligations to CYMI Spain under the DIP Term Sheet;
 - (ii) granting an order increasing the Administration Charge granted on June 9, 2026 (the “**Administration Charge**”) by \$350,000 (from \$150,000 to \$500,000);
 - (d) approving the second report of the Proposal Trustee, to be filed separately with the Court (the “**Second Report**”), and the activities of the Proposal Trustee set out therein; and
 - (e) such further and other relief as may be required to advance CYMI’s restructuring and this Honourable Court may deem just.
3. All terms not otherwise defined herein have the meaning ascribed to them in, as applicable:
- (i) the Initial Proposal Order dated June 9, 2026 (as defined below); and (ii) my affidavit

sworn June 5, 2026 in support of the Initial Proposal Order (without exhibits) (the “**First Affidavit**”), copies of which are appended hereto as **Exhibits “A” and “B”**.

A. OVERVIEW AND CYMI’S FINANCIAL DIFFICULTIES

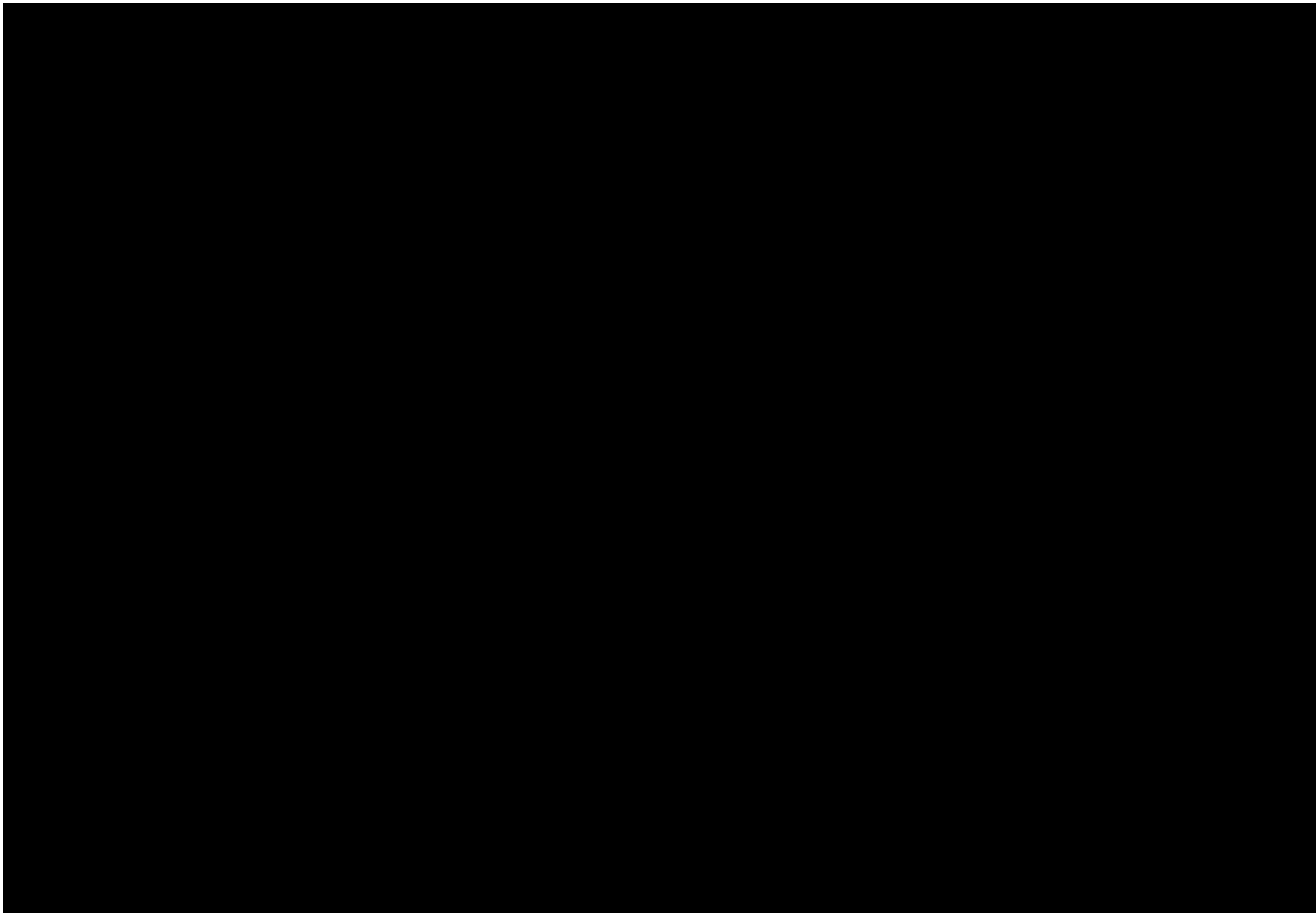
4. CYMI is a corporation incorporated under the laws of Ontario with its headquarters located in Toronto, Ontario, and carries on business as an electrical installation and specialty contracting company in the energy, industrial, technology and infrastructure sectors.
5. Facing immediate financial challenges, on May 12, 2026 (the “**Filing Date**”) CYMI filed a Notice of Intention to Make a Proposal (“**NOI**”) pursuant to Section 50.4(1) of the BIA. TDB Restructuring Limited was appointed as Proposal Trustee. The proceedings commenced on the Filing Date are hereinafter referred to as the “**NOI Proceedings**”. The NOI Proceedings were commenced as a means of stabilizing CYMI’s financial position in order to pursue a restructuring.
6. The facts underlying CYMI’s financial circumstances and need to seek creditor protection by filing an NOI are set out in my First Affidavit and are not repeated herein.
7. On June 9, 2026, the Court granted an initial proposal order (the “**Initial Proposal Order**”), which, among other things:
 - a. granted an initial stay up to and including July 8, 2026;
 - b. granted an Administration Charge up to \$150,000 in respect of professional fees and disbursements incurred up to July 7, 2026; and

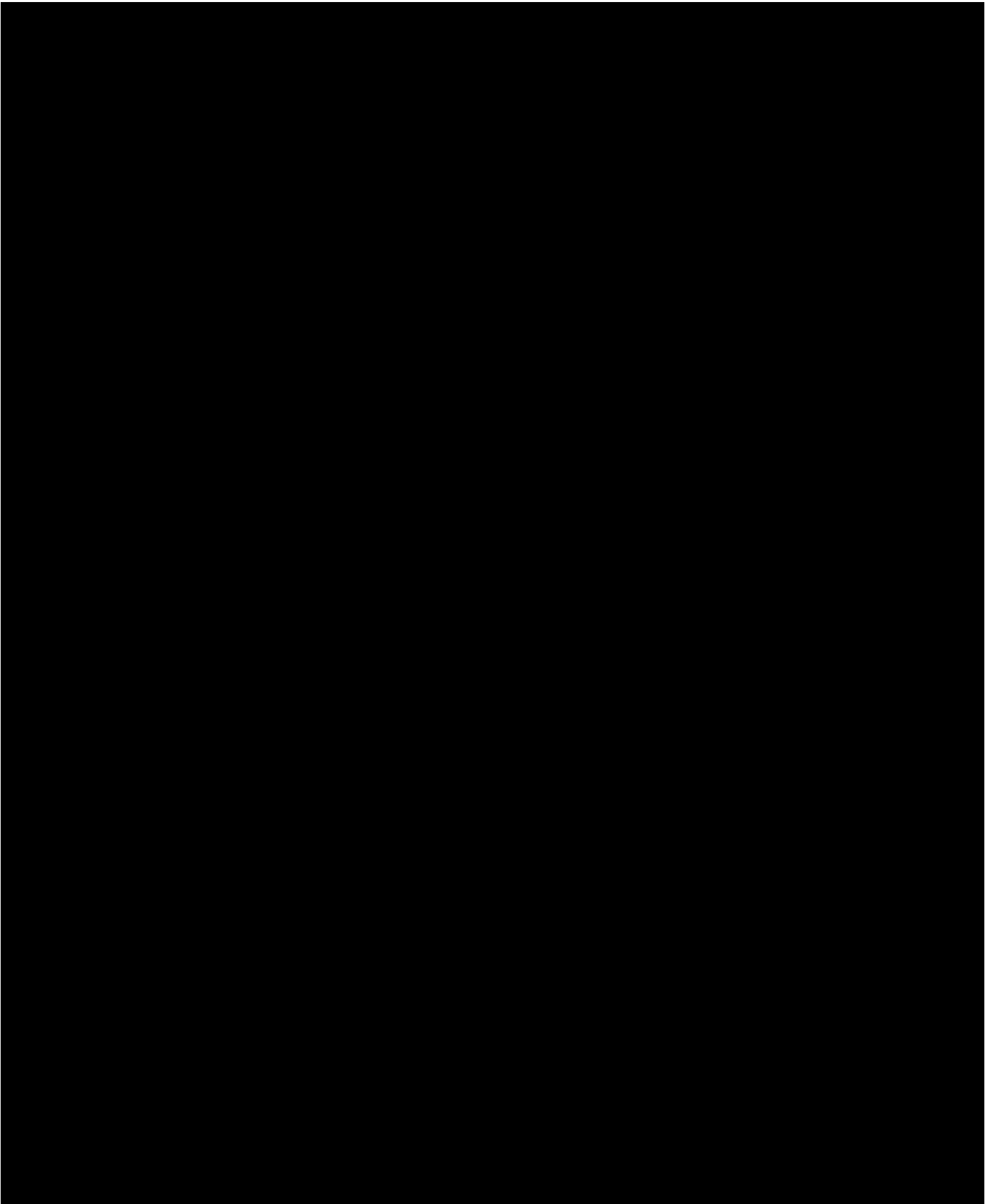
- c. adjourned the balance of the June 9, 2026 Motion, including the approval of the DIP Term Sheet and granting of the DIP Charge, to the return of this Motion on July 7, 2026.

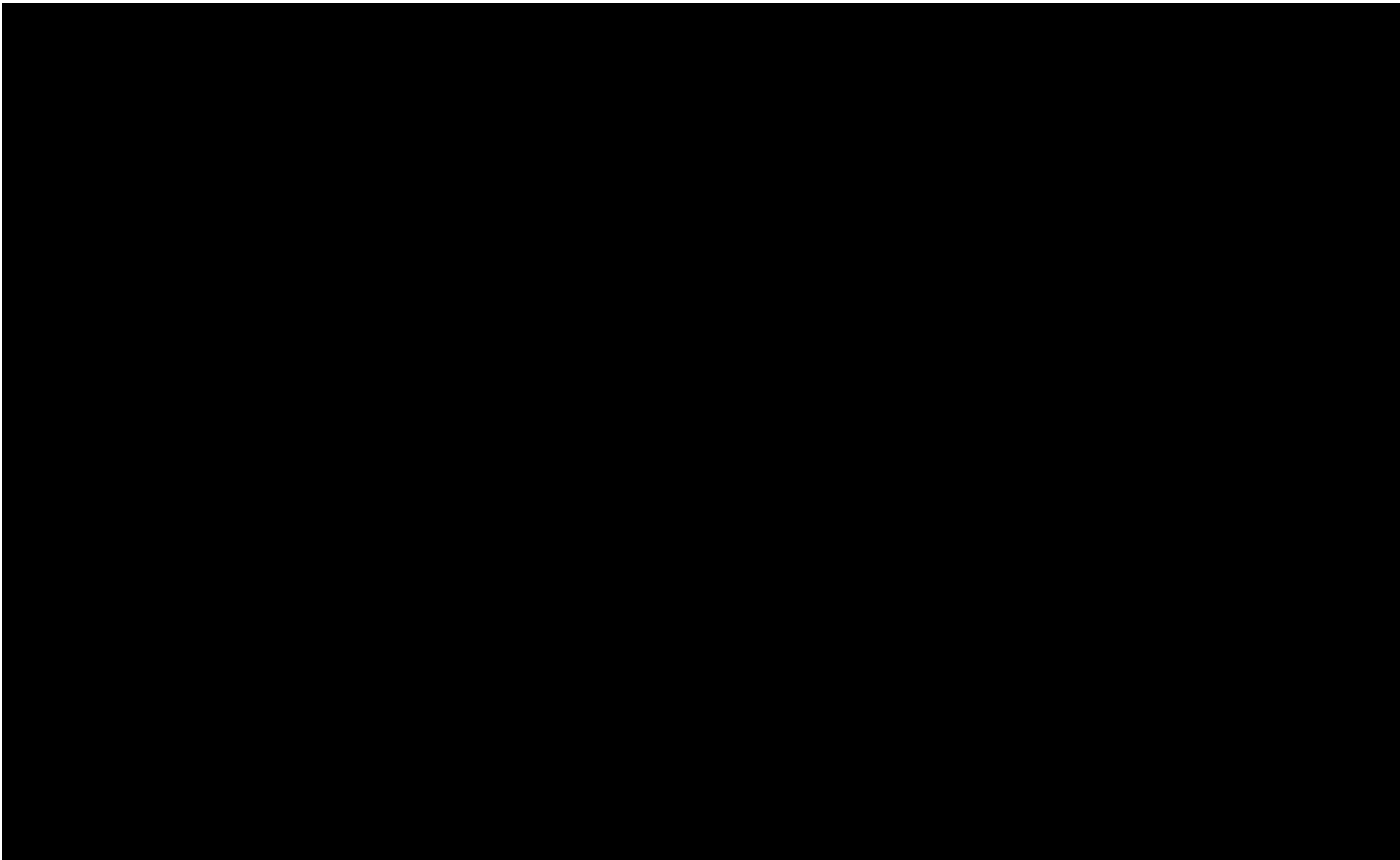
B. UPDATES SINCE THE INITIAL PROPOSAL ORDER

Mosaic Transit Group Holdback

8. Since the granting of the Initial Proposal Order, CYMI and the Proposal Trustee have continued collection efforts regarding an approximately \$4.9 million receivable from Mosaic Transit Group (the “**Mosaic Holdback**”), including corresponding with Mosaic Transit Group representatives, reconciling account balances, reviewing back-up documentation, and assessing potential payment timing and contingencies.
9. In addition, CYMI continued a review of its assets for other potential recoveries.







14. No other additional material assets of CYMI were discovered in the due diligence review and CYMI believes there are no other material undiscovered assets.

CRA Reassessment

15. The Canada Revenue Agency (“**CRA**”) has issued a reassessment reversing input tax credits on portions of the non-HST-exempt creditor list, adding approximately \$233,000.00 and increasing CRA’s trust claim from approximately \$502,000.00 to approximately \$735,000.00. CYMI is considering filing a notice of objection by July 3, 2026, on the basis that the reassessment is premature or overstated given that unsecured creditors are expected to receive some payment under a proposal.

C. CASH FLOW, DIP FINANCING & DIP CHARGE

16. As required by the BIA, and in advance of the June 9, 2026 motion, CYMI prepared a cash flow, and the Proposal Trustee prepared a report on same, and it was duly filed within the 10 days provided by the BIA (the “**Cash Flow**”).
17. The Cash Flow demonstrates that there will be sufficient cash flow to permit CYMI to operate and continue its restructuring process as outlined in this affidavit. In addition, CYMI prepared a budget-to-actual forecast based on the Cash Flow. A copy of the budget-to-actual forecast is attached to the Second Report of the Proposal Trustee filed in connection with this motion.
18. The Cash Flow and budget-to-actual forecast indicates that CYMI could operate through the restructuring process with the projected receipts and disbursements. That said, the forecast leaves little room for error. Moreover, as payment of its main assets - i.e. the Mosaic Holdback and the [REDACTED], are contingent upon a number of factors, additional financing capacity is needed to allow flexibility to collect same. Accordingly, out of prudence, CYMI is seeking approval of a DIP facility to complete the development and presentation of a proposal to its creditors and to pursue realization of its main assets for the benefit of the stakeholders.
19. To back stop the cash flow requirements of CYMI during the NOI Proceedings, CYMI Spain, in its capacity as the proposed lender under the DIP Term Sheet (the “**DIP Lender**”), has offered to make available to CYMI a debtor-in possession loan in the maximum amount of \$500,000 (the “**DIP Loan**”) pursuant to the terms of the DIP Term Sheet, substantially in the form attached as **Exhibit ‘D’**, to fund operations and the cash shortfall anticipated in the Extended Cash Flow.

20. The DIP Term Sheet is conditional on the Court granting an order, on terms acceptable to the DIP Lender, which, among other things, grants the DIP Charge on the property assets and undertaking of CYMI, which shall rank in priority to all other security, trusts (whether Statutory or otherwise), encumbrances and claims on the property assets and undertaking of CYMI. As the cash flow without the DIP shows just enough cash to complete the process, and the DIP is a back up facility, the DIP term sheet gives CYMI Spain discretion as to what to fund.
21. CYMI believes that the terms of the DIP Term Sheet are reasonable in the circumstances and should be approved. In the absence of the DIP Loan, CYMI would be in too tight a cash flow situation and would not have the standby financial backing to credibly show it can aggressively pursue the Mosaic Holdback and [REDACTED], which would make its principal assets more difficult to collect, a result detrimental to all of CYMI's creditors and stakeholders.

D. ADMINISTRATION CHARGE

22. An administration charge of up to \$150,000 was granted pursuant to the Initial Proposal Order for the period up to July 7, 2026. To ensure continued payment of the fees and expenses of each of CYMI's legal counsel, the Proposal Trustee and the Proposal Trustee's legal counsel, CYMI requests an increase in the Administration Charge granted on June 9, 2026 (which ranks behind the DIP Charge) by the amount of \$350,000 (from \$150,000 to \$500,000) to cover the fees of the professionals assisting CYMI, including the Proposal Trustee and its counsel, and CYMI's counsel for the period commencing July 8, 2026 onwards.

23. The Administration Charge is to rank in priority to all security, trusts (whether statutory or otherwise), encumbrances and claims on the property assets and undertaking of CYMI excepting the DIP Charge.
24. The Administration Charge is reasonable in the circumstances. The continued services of the professionals will play an important role in CYMI's proposal proceedings, restructuring steps and asset realization. Without such charge, the foregoing professionals are unlikely to continue in their capacities in support of these NOI Proceedings.

E. RANK OF CHARGES

25. The ranking of the charges is DIP Charge first and the Administration Charge second. All of these charges are to rank in priority to all other security, trusts (whether statutory or otherwise), encumbrances and claims on the property assets and undertaking of CYMI.

F. THE PROPOSAL

26. The Proposal Trustee, in consultation with CYMI, is in the process of developing a proposal to CYMI's creditors. The proposal is expected to be a liquidating proposal designed to maximize recoveries for creditors through an orderly realization of CYMI's assets.
27. CYMI is no longer operating its business as a going concern. Rather, it is anticipated that a proposal proceeding will provide a more efficient and value-maximizing framework for realizing on CYMI's assets than a bankruptcy or piecemeal liquidation.

28. While the terms of the proposed restructuring remain under development, CYMI currently anticipates that the proposal will be premised on the realization of its principal assets, together with a deferral of a portion of the unsecured pre-filing intercompany claims of CYMI Spain (this is still being negotiated) in order to provide a distribution to unsecured creditors that is expected to exceed the recovery available in a bankruptcy scenario.
29. CYMI is actively engaged in discussions with CYMI Spain regarding its support for the proposal, including the potential subordination or deferral of intercompany claims. Such support, if finalized, is expected to materially enhance recoveries available to arm's length creditors.
30. Since the filing of the NOI and the granting of the Initial Proposal Order, CYMI has advanced a viable proposal by, among other things, assessing the collectability and timing of recovery of its principal assets, including the Mosaic Holdback and the [REDACTED] [REDACTED] to assess contingencies and determine reasonable recovery scenarios for inclusion of same in CYMI's proposal model.
31. The Proposal Trustee has been consulted throughout and supports CYMI's request for an extension of the stay of proceedings in order to permit CYMI to continue developing and advancing its proposal, and CYMI intends to continue negotiations and to refine and finalize the terms of the proposal during the Stay Period with a view to filing within that timeframe.

A. Extension Of Time to File Proposal and Stay Period

32. CYMI requires the Stay Period and other protections provided by the BIA so that it will have the breathing space to continue its efforts to develop a proposal to creditors. Absent an extension, CYMI would be deemed automatically bankrupt, to the prejudice of stakeholders.
33. It would be detrimental to CYMI's ability to maintain operations if proceedings were commenced or rights or remedies executed against CYMI in the short period available to maximize recoveries for all stakeholders.
34. Since the Initial Proposal Order, CYMI has, in good faith and with due diligence, worked with the Proposal Trustee and key stakeholders to develop a viable proposal;
35. The BNA claim discussed in my First Affidavit was the largest known contingency affecting the determination of both the assets and liabilities of CYMI and hence affects proposal development. As a result, productive meetings have been held since the Initial Proposal Order to explore proposal development options and discussions re same continue.
36. Additional time up to and including August 21, 2026 is required to finalize the proposal and related stakeholder consultations.
37. I do not believe any creditor will be materially prejudiced if the proposed extension is granted.
38. I am advised by Chris Besant of Gardiner Roberts LLP, counsel to CYMI, that the requested extension of the Stay Period also conforms with the 45-day period for subsequent stay extensions contemplated by section 50.4(9) of the BIA.

39. I understand that the Proposal Trustee and DIP Lender supports CYMI's request for the proposed extension.
40. CYMI therefore requests an extension of the time to file a proposal and corresponding stay of proceedings under the BIA after the expiration of the initial automatic stay, until and including August 21, 2026.

B. *Approving The Second Report*

41. I am advised by the Proposal Trustee that the Second Report of the Proposal Trustee provides an accurate and comprehensive summary of the steps taken since the granting of the Initial Proposal Order in addition to a report on the budget-to-actual forecast. .

G. CONCLUSION

42. The relief sought on the within motion will provide stability to CYMI's business and enable CYMI to pursue a restructuring through the proposal process for the benefit of all stakeholders. The relief sought in this motion is supported by CYMI, its proposed DIP lender, CYMI Spain, CYMI's shareholders, and the Proposal Trustee. At present, CYMI is not aware of any creditor or stakeholder who opposes the relief sought, or would be materially prejudiced if such relief is granted.

AFFIRMED BEFORE ME remotely by
Oscar De la Fuente Tomé stated as being
located in the City of Madrid in Spain, before
me at the City of Toronto, in the Province of
Ontario on July 2, 2026, in accordance with O.
Reg 431/20, Administering Oath or
Declaration Remotely.



Commissioner for Taking Affidavits
(or as may be)

STEPHANIE MAYAKI

Signed by:



OSCAR DE LA FUENTE TOMÉ

This is Exhibit “F” referred to in the Affidavit of Oscar De la Fuente Tomé sworn by Oscar De la Fuente Tomé of the Madrid, in Spain, before me at the City of Toronto, in the Province of Ontario, on September 30, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:



Commissioner for Taking Affidavits (or as may be)

CRYSTAL HAWKINS

**Crystal Lynn Hawkins, a Commissioner, etc.,
Province of Ontario, for Gardiner Roberts LLP, Lawyers.
Expires September 3, 2028.**

Court File No. BK-26-03371910-0033
Estate No. 33-3371910

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

**IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C., 1985, C.
B-3, AS AMENDED**

**IN THE MATTER OF THE NOTICE OF INTENTION TO
MAKE A PROPOSAL OF CYMI CANADA INC. FILED IN
THE CITY OF OTTAWA, IN THE PROVINCE OF
ONTARIO**

AFFIDAVIT OF OSCAR DE LA FUENTE TOMÉ

I, Oscar De la Fuente Tomé, of the City of Madrid, Spain, **AFFIRM AND STATE:**

1. I am the sole director of CYMI Canada Inc. (“**CYMI**”) and as such, have personal knowledge of the matters contained in this affidavit to the extent of my involvement and responsibilities within the company. Where facts deposed to in this affidavit are based on information from others, I state that, having made such inquiries as I consider reasonable in the circumstances, and to the best of my knowledge and belief, I believe such information to be true and accurate.
2. This affidavit is sworn in support of a motion by CYMI for an order substantially in the form of the draft order located at Tab 3 of CYMI’s Motion Record, including, for the following relief:
 - (a) abridging if necessary the time for service and filing of the notice of motion and the motion record, validating service of the notice of motion and the motion record so that this motion is properly returnable on August 20, 2026, and dispensing with further service thereof;

- (b) extending the time for CYMI to file a proposal under section 50.4(9) of the Bankruptcy and Insolvency Act (“**BIA**”) by 45 days to and including October 5, 2026 (the “**Stay Period**”);
 - (c) scheduling an expedited hearing for an order directing Mosaic Transit Group (“**Mosaic**”) to pay holdback funds of approximately \$4.988 million owing to CYMI, including establishing a timetable for the delivery of motion materials, responding materials if any, and the hearing of such motion, and such further directions as may be necessary to facilitate an expedited hearing;
 - (d) approving the disclosure of a material agreement between CYMI and Signature on the Saint Lawrence Construction G.P. (“**SSLC**”), (the “**CYMI-SSLC Agreement**”), to creditors in light of the expiry of the period for SSLC to object to disclosure;
 - (e) approving the third report of the Proposal Trustee, to be filed separately with the Court (the “**Third Report**”), and the activities of the Proposal Trustee set out therein; and
 - (f) such further and other relief as may be required to advance CYMI’s restructuring and this Honourable Court may deem just.
3. All terms not otherwise defined herein have the meaning ascribed to them in, as applicable:
- (i) the Initial Proposal Order dated June 9, 2026 (as defined below); (ii) the July 7, 2026 Order (as defined below); (iii) my affidavit sworn June 5, 2026 in support of the Initial Proposal Order (without exhibits) (the “**First Affidavit**”); and (iv) my affidavit sworn July

2, 2026 in support of the July 7, 2026 Order (without exhibits) (the “**Second Affidavit**”); copies of which are appended hereto as **Exhibits “A”, “B”, “C”, and “D”**.

A. OVERVIEW AND CYMI’S FINANCIAL DIFFICULTIES

4. CYMI is a corporation incorporated under the laws of Ontario with its headquarters located in Toronto, Ontario, and carries on business as an electrical installation and specialty contracting company in the energy, industrial, technology and infrastructure sectors.
5. Facing immediate financial challenges, on May 12, 2026 (the “**Filing Date**”) CYMI filed a Notice of Intention to Make a Proposal (“**NOI**”) pursuant to Section 50.4(1) of the BIA. TDB Restructuring Limited was appointed as Proposal Trustee. The proceedings commenced on the Filing Date are hereinafter referred to as the “**NOI Proceedings**”. The NOI Proceedings were commenced as a means of stabilizing CYMI’s financial position in order to pursue a restructuring.
6. The facts underlying CYMI’s financial circumstances and need to seek creditor protection by filing an NOI are set out in my First Affidavit and are not repeated herein.
7. On June 9, 2026, the Court granted an initial proposal order (the “**Initial Proposal Order**”), which, among other things:
 - a. granted an initial stay up to and including July 8, 2026;
 - b. granted an Administration Charge up to \$150,000 in respect of professional fees and disbursements incurred up to July 7, 2026; and

- c. adjourned the balance of the June 9, 2026 Motion, including the approval of the DIP Term Sheet and granting of the DIP Charge, to the return of this Motion on July 7, 2026.
8. On July 7, 2026, the Court approved the DIP Term Sheet, granted the DIP Charge, and granted the balance of the Administration Charge, increasing same by \$350,000 to \$500,000. The Court also granted a sealing order in respect of the CYMI-SSLC Agreement, and established a process whereby SSLC would be provided notice of any proposed disclosure of the CYMI-SSLC Agreement and afforded an opportunity to object before the agreement could be unsealed and disclosed to stakeholders and interested parties. The redacted details of the CYMI-SSLC Agreement are set out in my Second Affidavit and are not repeated herein.

B. UPDATES SINCE THE INITIAL PROPOSAL ORDER AND JULY 7, 2026 ORDER

9. Since the granting of the Initial Proposal Order and the subsequent Order of this Honourable Court dated July 7, 2026 (the “**July 7 Order**”), CYMI has continued to work diligently, in good faith, and with due diligence, together with the Proposal Trustee and its stakeholders, to develop a viable proposal for the benefit of its creditors.
10. Since the July 7 Order, significant efforts have been undertaken to clarify both the asset realization opportunities available to CYMI’s estate and the claims that may ultimately participate in any proposal.

Potential Realizations for the Estate

11. With respect to potential realizations for the estate, I am advised by Chris Besant of Gardiner Roberts LLP, counsel to CYMI, and verily believe as follows:

(a) SSLC (Champlain Bridge Contract):

(i) Pursuant to the July 7 Order, CYMI served SSLC with notice of the proposed disclosure of the CYMI-SSLC Agreement, thereby providing SSLC with an opportunity to object to such disclosure within fourteen (14) days. Initial service by registered mail and courier to the address listed on SSLC's website was returned undelivered. Thereafter, CYMI effected service by registered mail to SSLC's corporate address identified through a corporate search, as well as to SSLC/ c/o the address of its immediate parent entity, Signature on the St Lawrence Group ("**SSLG**"), also identified through a corporate search. Specifically, the correspondence was delivered by registered mail on July 28, 2026 to SSLC at 202-455 Boul. Rene Levesque, Montreal QC H2Z 1Z3 and to SSLC c/o SSLG at 2251 rue de Cannes-Brulees, Montreal QC, H8N 3G1. As well as copy was sent my email to the email address on the SSLG website (found in its privacy policy on that website). The email was successfully relayed but no response was received. The correspondence to SSLC and SSLG, proof of delivery by registered mail, the email, and the corporate searches, are attached collectively hereto as **Exhibit "E"**.

(ii) The objection period expired on August 11, 2026. Objection was required by the July 7, 2026 Order to be sent to counsel to CYMI and counsel to the Proposal Trustee. No objection nor communication was received by SSLC or SSLG by either. CYMI, the Proposal Trustee nor their counsel. As a precaution given the absence of response, on

August 17, 2026 Counsel to CYMI contacted (by telephone and email) the in-house legal department of AtkinsRealis Group. (formerly SNC Lavalin Group) which was determined to be the lead partner of the SSLG consortium that built the Champlain Bridge. They were provided with a copy of the letter by email and asked by telephone to advise before August 21, 2026 if there was any objection on behalf of SSLG. They advised by email they would review same and respond as soon as possible. Attached and marked as **Exhibit “F”** is that email exchange.

- (iii) The Court has already ruled that disclosure is required and there is a need to make disclosure to allow the creditors to assess the merits and economics of any proposal. Accordingly, and as contemplated by the July 7 Order, CYMI proposes to disclose information regarding the sealed agreement to its creditors after August 31, 2026 (14 days from the date of contacting the AtkinsRealis Group legal department) unless there is an objection from the AtkinsRealis Group legal department before that time, in which case CYMI will return to court for directions. The requested extension of the stay of proceedings will provide sufficient time for AtkinsRealis Group to respond and provide stakeholders with sufficient time to consider that information and assess its implications for a viable proposal.
- (iv) Accordingly, CYMI seeks an Order confirming its right to disclose the agreement at any time after August 31, 2026 to creditors in the absence of

any objection from SSLC either directly or via the legal department of AtkinsRealis Group.

(b) Mosaic Holdback Receivable:

- (i) CYMI is owed approximately \$4.988 million in holdback funds under its contract with Mosaic in connection with CYMI's role as the principal contractor responsible for the core rail electrification infrastructure on the Toronto Transit Commission's Line 6 (Finch West LRT) project.
- (ii) The Mosaic holdback receivable represents a significant potential recovery for the estate and a critical source of funding for any proposal to creditors.
- (iii) Substantial completion of CYMI's work under its contract with Mosaic occurred in late 2025. Thereafter, CYMI invoiced Mosaic in 2026 and requested payment of the holdback funds, which Mosaic acknowledged. In response, Mosaic attempted to impose conditions on payment that were not provided for under the parties' contract and which, in CYMI's view, did not constitute a valid basis for withholding payment.
- (iv) During the past extension period, CYMI made further requests for payment of the holdback funds. Mosaic has not responded to those requests. Copies of the correspondence exchanged with Mosaic regarding payment of the holdback funds are attached hereto as **Exhibit "G"**.
- (v) Collecting the Mosaic holdback funds is important to the success of a proposal to creditors, and given Mosaic's ongoing non-responsiveness and

non-payment, CYMI intends to seek an expedited hearing for an Order directing Mosaic to pay the outstanding holdback amount. Mosaic's failure to remit the holdback funds has delayed the finalization of CYMI's proposal.

Liabilities and Stakeholder Engagement

12. With respect to continued engagement with its principal stakeholders regarding the development of a proposal, I am advised by Chris Besant of Gardiner Roberts LLP, counsel to CYMI, and verily believe as follows:

- (a) BNA: CYMI has confidentially shared aspects of its proposal concept with Bridging North America Corporation ("**BNA**"), and discussions with BNA remain ongoing.
- (b) CRA: CYMI has also engaged with the Canada Revenue Agency ("**CRA**") regarding CRA's proposal to reassess CYMI and impose an additional harmonized sales tax liability of approximately \$233,000. CYMI has obtained an extension of time within which to object to the proposed reassessment. I am advised and verily believe that the proposed reassessment is based on the reversal of input tax credits claimed in relation to accounts payable outstanding as of the filing of the Notice of Intention proceedings, on the assumption that those obligations will not ultimately be paid. However, recoveries from the Mosaic claim and other receivables may permit payment of some or all of those obligations. As a result, CYMI believes the proposed reassessment is premature. CYMI has advised CRA that it intends to

object to the proposed reassessment and is in the process of providing materials in support of its position.

- (c) Barton Malow: During the past extension period, Barton Malow, formerly known as Alltrade Industrial Contractors Inc., asserted construction trust claims against CYMI's assets. Following discussions with CYMI, Barton Malow advised that it would refrain, for the time being, from pursuing enforcement steps while CYMI continues its efforts to develop a proposal.
- (d) ABB: ABB has made a demand under a guarantee issued by CYMI's parent company, Control y Montajes Industriales CYMI, S.A. ("**CYMI Spain**"), which ABB asserts secures obligations allegedly owing to it by CYMI. The validity and enforceability of ABB's demand are currently under review. ABB has been requested to refrain from enforcement efforts while proposal negotiations continue.

C. THE PROPOSAL

- 13. CYMI has continued discussions with its parent company, CYMI Spain, concerning the possible sponsorship of a proposal.
- 14. Those discussions remain ongoing. However, the structure and scope of any sponsorship arrangement depend upon greater certainty regarding, among other matters, the BNA claim, the CYMI-SSLC Agreement, and the potential recovery from Mosaic.
- 15. CYMI remains committed to advancing a viable proposal for the benefit of its creditors and continues to work with the Proposal Trustee and stakeholders toward that objective.

D. EXTENSION OF TIME TO FILE PROPOSAL AND STAY PERIOD

16. CYMI requires a further extension of the Stay Period and the continued protection afforded by the *Bankruptcy and Insolvency Act* (the “**BIA**”) in order to complete its efforts to formulate and file a viable proposal for the benefit of its creditors. Absent such extension, CYMI would be deemed bankrupt, to the prejudice of its stakeholders.
17. Since the Initial Proposal Order and the July 7 Order, CYMI has continued to act in good faith and with due diligence, working closely with the Proposal Trustee and its stakeholders to advance a proposal.
18. During the current stay period, CYMI has undertaken significant efforts to clarify both the potential realizations available to its estate and the scope of claims that may participate in a proposal. In particular, CYMI conducted the process authorized by the July 7 Order concerning the proposed disclosure of the CYMI-SSLC Agreement. CYMI has also continued its efforts to realize upon significant receivables, including approximately \$4.988 million in holdback funds owed by Mosaic. Despite repeated requests for payment, Mosaic has failed to remit the funds or respond substantively to CYMI's recent correspondence. Recovery of these funds is an important component of CYMI's proposal efforts.
19. CYMI has continued discussions with key stakeholders, including BNA, the CRA, Barton Malow, ABB, and its parent company, CYMI Spain, concerning matters that may affect the structure, feasibility, and funding of a proposal.
20. While progress has been made, additional time is required to:

- (a) address the remaining uncertainty relating to the BNA claim which affects the structuring of any proposal;
 - (b) disclose and obtain stakeholder feedback regarding the CYMI-SSLC Agreement unless SSLC objects by August 31, 2026;
 - (c) pursue recovery of the Mosaic holdback funds;
 - (d) resolve or further clarify outstanding stakeholder claims and positions; and
 - (e) finalize the structure and scope of any proposal sponsorship arrangements with CYMI Spain.
21. I believe that a further extension of the Stay Period will maximize the prospects of a viable proposal and enhance recoveries for creditors.
22. I do not believe that any creditor will suffer material prejudice if the requested extension is granted.
23. I am advised by Chris Besant of Gardiner Roberts LLP, counsel to CYMI, and verily believe that the requested extension complies with the requirements of section 50.4(9) of the BIA respecting extensions of the stay period.
24. I understand that the Proposal Trustee supports CYMI's request for the proposed extension.
25. CYMI therefore requests an Order extending the time to file a proposal and the corresponding stay of proceedings under the BIA until and including October 5, 2026, or such later date as this Honourable Court considers just.

E. APPROVING THE SECOND REPORT

26. I am advised by the Proposal Trustee that the Third Report of the Proposal Trustee provides an accurate and comprehensive summary of the steps taken since the granting of the Initial Proposal Order and July 7 Order in addition to a report on the budget-to-actual forecast.

F. CONCLUSION

27. The relief sought on the within motion will provide stability to CYMI's business and enable CYMI to pursue a restructuring through the proposal process for the benefit of all stakeholders. The relief sought in this motion is supported by CYMI, its proposed DIP lender, CYMI Spain, CYMI's shareholders, and the Proposal Trustee. At present, CYMI is not aware of any creditor or stakeholder who opposes the relief sought, or would be materially prejudiced if such relief is granted.

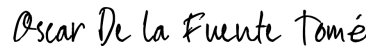
AFFIRMED BEFORE ME remotely by Oscar De la Fuente Tomé stated as being located in the City of Madrid in Spain, before me at the City of Toronto, in the Province of Ontario on August 18, 2026, in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits
(or as may be)

Crystal Lynn Hawkins, a Commissioner, etc.,
Province of Ontario, for Gardiner Roberts LLP, Lawyers.
Expires September 3, 2028.

Signed by:



OSCAR DE LA FUENTE TOMÉ

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C., 1985, C. B-3, AS AMENDED

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF CYMI CANADA INC. FILED IN THE CITY OF OTTAWA, IN THE PROVINCE OF ONTARIO

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF OSCAR DE LA FUENTE TOMÉ

GARDINER ROBERTS LLP

Bay Adelaide Centre, East Tower
22 Adelaide Street West, Suite 3600
Toronto ON M5H 4E3

Chris Besant (24882O)

416-865-4022
cbesant@grllp.com

Saisha Mahil (80083T)

416-203-9547
smahil@grllp.com

Lawyers for CYMI Canada Inc.

This is Exhibit “G” referred to in the Affidavit of Oscar De la Fuente Tomé sworn by Oscar De la Fuente Tomé of the Madrid, in Spain, before me at the City of Toronto, in the Province of Ontario, on September 30, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:



Commissioner for Taking Affidavits (or as may be)

CRYSTAL HAWKINS

**Crystal Lynn Hawkins, a Commissioner, etc.,
Province of Ontario, for Gardiner Roberts LLP, Lawyers.
Expires September 3, 2028.**



ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: BK-26-03371910-0033

DATE: September 17, 2026

NO. ON LIST: 1

TITLE OF PROCEEDING: CYMI CANADA INC.

BEFORE: JUSTICE S. DUNPHY

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Christopher Besant	Counsel for the Debtor, CYMI Canada Inc.	cbesant@grllp.com

For Defendant, Respondent, Responding Party:

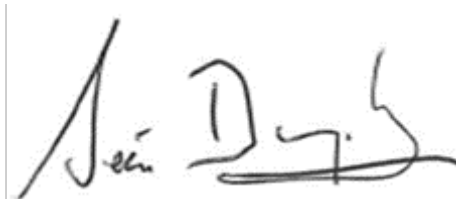
Name of Person Appearing	Name of Party	Contact Info
Eva Hyderman	Counsel for the Proposal Trustee, TDB Restructuring Limited	ehyderman@cassels.com

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Brendan Bissell	Counsel for Bridging North America Corporation	bbissell@reconllp.com

ENDORSEMENT OF JUSTICE:

- [1] The debtor has an outside date to make a proposal to its creditors of October 5. The debtor is currently owed a holdback of approximately \$5mm which will be a material element of any proposal it makes. It appears that there is no dispute as to the amount of the holdback for when it is required to be returned. The issue between the parties is whether, as Mosaic contends, the contract between itself and the debtor requires the posting of additional security.
- [2] The parties have agreed to an expedited schedule to have a notice of application determine that legal issue between them leading to a November 12, 2026 hearing for 2 hours via Video. I have approved the schedule adding to it only what I consider to be standard Commercial List terms governing the cross-examinations. These are the “Hainey Rules” which recognize the “real time litigation” nature of the Commercial List, the practical requirements of the three C’s and the lack of capacity to handle associate judge interlocutory motions. The rules are these:
- (a) Cross-examination limited to ½ day per side unless otherwise ordered;
 - (b) All questions to be answered under reserve of stated objections if any if necessary;
 - (c) In the event a question is not answered and the objection is not upheld: (i) the refusing party may not lead evidence concerning the matter refused; and (ii) the hearing judge will be invited to draw an adverse inference regarding the answer not given.
- [3] Subject to inserting the date and foregoing conditions regarding cross, the draft order is approved for issuance and hearing on the Commercial List on Nov 12 at 10am via video.



Date: Sep 17, 2026

Sean Dunphy

Court File No. BK-26-03371910-0033
Estate No. 33-3371910

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	THURSDAY, THE 17 TH
	)	
JUSTICE DUNPHY	)	DAY OF SEPTEMBER, 2026

**IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C., 1985, C.
B-3, AS AMENDED**

**IN THE MATTER OF THE NOTICE OF INTENTION TO
MAKE A PROPOSAL OF CYMI CANADA INC. FILED IN
THE CITY OF OTTAWA, IN THE PROVINCE OF
ONTARIO**

ORDER

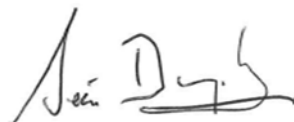
THIS MOTION, made by CYMI Canada Inc. (“**CYMI**”), for an Order directing that CYMI’s Application against Mosaic Transit Constructors General Partnership (“**Mosaic**”) be heard on the Commercial List, and for an Order establishing a timetable to facilitate the expeditious hearing of this Application, was made to a judge presiding over the Commercial List at 330 University Avenue, Toronto.

ON READING the Aide Memoire of CYMI and the materials filed in support of this Motion, and on hearing the submissions of counsel for CYMI;

1. **THIS COURT ORDERS** that the Application by CYMI seeking a determination of the parties' respective rights and obligations with respect to the payment of construction holdback funds by Mosaic shall be heard on the Commercial List and shall therefore be subject to the case management procedures of the Commercial List.

2. **THIS COURT ORDERS** that the following timetable is established for the efficient and expeditious determination of the Application:

- (a) CYMI to file all Application materials no later than September 23, 2026;
- (b) Mosaic to file and serve all responding materials no later than October 13, 2026;
- (c) all cross-examinations are to be completed no later than October 21, 2026 subject to the following rules: (i) Cross-examination limited to ½ day per side unless otherwise ordered; (ii) All questions to be answered under reserve of stated objections if any if necessary; and (iii) In the event a question is not answered and the objection is not upheld the refusing party may not lead evidence concerning the matter refused; and the hearing judge will be invited to draw an adverse inference regarding the answer not given.
- (d) all parties to file and serve their respective factums by November 6, 2028; and
- (e) the Application will be heard on the Commercial List on November 12, 2026 at 10am via videoconference. This hearing will be 2 hours in length.



(Signature of judge, officer or registrar)

This is Exhibit “H” referred to in the Affidavit of Oscar De la Fuente Tomé sworn by Oscar De la Fuente Tomé of the Madrid, in Spain, before me at the City of Toronto, in the Province of Ontario, on September 30, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:



Commissioner for Taking Affidavits (or as may be)

CRYSTAL HAWKINS

**Crystal Lynn Hawkins, a Commissioner, etc.,
Province of Ontario, for Gardiner Roberts LLP, Lawyers.
Expires September 3, 2028.**

Court File No. CL-26-00000412-0000

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

CYMI CANADA INC.

Applicant

and

MOSAIC TRANSIT CONSTRUCTORS GENERAL PARTNERSHIP

Respondent

APPLICATION UNDER Rules 14.05(3)(d) & 38 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, and under Part II and Part IV of the *Construction Act*, R.S.O. 1990, c. C.30, as it read on June 30, 2018.

APPLICATION RECORD OF CYMI CANADA INC.

September 24, 2026

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Lawyers for the Applicant,
CYMI Canada Inc.

TO: **MOSAIC TRANSIT CONSTRUCTORS GENERAL PARTNERSHIP**
8 – 555 Hanlan Road
Woodbridge ON
L4L 4R8

Paul Dipede
pdipede@dplaw.ca and pdipede@mosaictransit.com

Court File No. CL-26-00000412-0000

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

CYMI CANADA INC.

Applicant

and

MOSAIC TRANSIT CONSTRUCTORS GENERAL PARTNERSHIP

Respondent

APPLICATION UNDER Rules 14.05(3)(d) & 38 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, and under Part II and Part IV of the *Construction Act*, R.S.O. 1990, c. C.30, as it read on June 30, 2018.

INDEX

Tab	Description	Page No.
1.	Notice of Application issued September 18, 2026	5
2.	Affidavit of Oscar De la Fuente Tomé sworn September 24, 2026, with exhibits	19
A.	Subcontract Agreement	29
B.	Press Release	189
C.	CYMI Invoice	194
D.	CYMI Letter dated February 5, 2026	196
E.	Heal & Co Letter dated March 2, 2026 and March 19, 2026	201
F.	Mosaic Letter dated March 30, 2026	217

Tab 1



Court File No.

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

CYMI CANADA INC.

Applicant

and

MOSAIC TRANSIT CONSTRUCTORS GENERAL PARTNERSHIP

Respondent

APPLICATION UNDER Rules 14.05(3)(d) & 38 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, and under Part II and Part IV of the *Construction Act*, R.S.O. 1990, c. C.30, as it read on June 30, 2018.

NOTICE OF APPLICATION

TO THE RESPONDENT

A LEGAL PROCEEDING HAS BEEN COMMENCED by the Applicant. The claim made by the Applicant appears on the following page.

THIS APPLICATION will come on for a hearing (*choose one of the following*)

- ☐ In person
- ☐ By telephone conference
- ☒ By video conference

at the following location:

330 University Avenue, 9th Floor, Toronto, ON M5G 1E6

on November 12, 2026 at 10am.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the *Rules of Civil Procedure*, serve it on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date _____ Issued by _____
Local Registrar

Address of Superior Court of Justice
court office: 330 University Avenue
Toronto, ON M5G 1R7

TO: **MOSAIC TRANSIT CONSTRUCTORS GENERAL PARTNERSHIP**
8 – 555 Hanlan Road
Woodbridge ON
L4L 4R8

Paul Dipede
pdipede@dpdlaw.ca and pdipede@mosaictransit.com

APPLICATION

1. The Applicant, CYMI Canada Inc. (“**CYMI**”), makes application for:
 - (a) a declaration that the Holdback Period, as defined in Subcontract No. 50-CS-08 dated January 17, 2019 (the "**Subcontract**") between CYMI and Mosaic Transit Constructors General Partnership ("**Mosaic**"), has expired;
 - (b) a declaration that the statutory and contractual holdback retained by Mosaic pursuant to the Subcontract in the amount of \$4,415,023.20, plus applicable HST, totalling \$4,988,976.22 plus applicable interest from February 5, 2026 as claimed in paragraph 1(f) below (the "**Holdback**"), is due and payable to CYMI;
 - (c) an Order directing Mosaic to forthwith pay the Holdback to CYMI;
 - (d) a declaration that Mosaic is not entitled under the Subcontract or the *Construction Act*, R.S.O. 1990, c. C.30, as it read on June 30, 2018, prior to the amendments introduced by S.O. 2017, c. 24 (the “**CA**”), to withhold the Holdback as additional security for prospective warranty obligations;
 - (e) in the alternative, and without limiting paragraphs (a) through (d), a declaration that
 - i. Mosaic is trustee of trust funds pursuant to Part II of the CA as applicable to the Finch West Light Rail Transit Project (the "**Finch West LRT**") equal to the amount of the Holdback;
 - ii. CYMI is the beneficiary of the statutory trust of the Holdback established pursuant to section 8 of the CLA;

- iii. a declaration that as the trust funds have not been paid to CYMI in accordance with Part II of the CLA, Mosaic has breached its obligations as trustee;
 - iv. an Order requiring Mosaic to pay to CYMI all trust funds equal to the amount of the Holdback to CYMI;
 - (f) pre-judgment and post-judgment interest pursuant to the Section 3 of the Subcontract or, in the alternative, pursuant to sections 128 and 129 of the *Courts of Justice Act*;
 - (g) costs of this Application on a substantial indemnity scale; and
 - (h) such further and other relief as this Honourable Court deems just.
2. The grounds for the application are:
- (a) CYMI is a corporation incorporated under the laws of Ontario with its headquarters located in Toronto, Ontario, and carries on business as an electrical installation and specialty contracting company in the energy, industrial, technology and infrastructure sectors;
 - (b) On May 12, 2026, CYMI filed a notice of intention to make a proposal (the “**NOI**”) pursuant to section 50.4 of the *Bankruptcy and Insolvency Act* (“**BIA**”). TDB Restructuring Limited (the “**Proposal Trustee**”) was appointed as Proposal Trustee of CYMI;
 - (c) The NOI proceedings were commenced as a means of stabilizing CYMI’s financial position in order to pursue a restructuring;

- (d) CYMI has worked diligently, in good faith, and with due diligence, together with the Proposal Trustee and its stakeholders, to develop a viable proposal for the benefit of creditors;
- (e) Significant efforts have been undertaken to identify and assess the realizable assets of the CYMI estate and to quantify and resolve claims that may ultimately participate in any proposal;
- (f) One of the most significant realizable assets of the CYMI estate is the Holdback owing by Mosaic under the Subcontract in the amount of \$4,415,023.20 plus applicable HST, totalling \$4,988,976.22 plus applicable interest;
- (g) The Holdback constitutes a material receivable and a significant source of potential recovery for CYMI's creditors;
- (h) Recovery of the Holdback is important to the development and implementation of a viable proposal to creditors;

The Finch West LRT Project

- (i) The project agreement governing the Finch West LRT was entered into on or about May 3, 2018 between Metrolinx and Mosaic (the "**Project Agreement**");
- (j) On January 17, 2019, Mosaic entered into the Subcontract with CYMI pursuant to which CYMI agreed to design, supply, install, test and commission the Overhead Catenary System ("**OCS**") and Traction Power Substations ("**TPSS**") forming part of the Finch West LRT;

- (k) The OCS and TPSS formed a significant part of the core rail electrification infrastructure for the Finch West LRT;
- (l) CYMI duly supplied services and materials to the Finch West LRT pursuant to the Subcontract;
- (m) The Finch West LRT achieved Substantial Completion effective November 12, 2025 and the warranty period under the Subcontract commenced on that date;

Construction Lien Act

- (n) The Project Agreement governing the Finch West LRT was entered into prior to July 1, 2018;
- (o) Pursuant to section 87.3 of the *Construction Act*, R.S.O. 1990, c. C.30, the CA, as it existed immediately before July 1, 2018, continues to apply to the Finch West LRT improvement;
- (p) The foregoing applies notwithstanding that the Subcontract was entered into on January 17, 2019;
- (q) Accordingly, the rights and obligations of Mosaic and CYMI respecting statutory holdback and trust funds are governed by the CA applicable to the improvement;

The Holdback

- (r) Section 22 of the CA required Mosaic to retain a statutory holdback equal to ten percent of the value of the services and materials supplied by CYMI under the Subcontract;

- (s) In accordance with the CA and the Subcontract, Mosaic retained holdback from amounts otherwise payable to CYMI;
- (t) The Subcontract defines the "Holdback Period" as:
 - "the latter date of expiration of the holdback period in the CLA,
specifically applied to both the Subcontractor Work and to the
Construction Contractor's work."
- (u) The parties thereby expressly incorporated the applicable statutory holdback periods under the CA into the contractual mechanism governing release of the Holdback;
- (v) The applicable statutory holdback periods relating to both CYMI's work and Mosaic's work have expired;
- (w) Accordingly, the Holdback Period under the Subcontract has expired;
- (x) CYMI has satisfied the conditions under the Subcontract for payment of the Holdback;
- (y) Section 2.1.13 of the Subcontract provides that Mosaic shall pay the amount withheld from progress payments on the day following expiration of the Holdback Period;
- (z) On February 5, 2026, CYMI delivered an invoice to Mosaic seeking release of the Holdback, but Mosaic failed to pay same and has not done so to date.
- (aa) CYMI thereafter demanded payment by correspondence dated March 2, 2026 and March 19, 2026;

- (bb) By letter dated March 30, 2026, Mosaic acknowledged that the Holdback may become payable but asserted that payment should be conditional upon CYMI providing additional security for warranty obligations, including a performance bond, letter of credit, or revised parent company guarantee;
- (cc) CYMI has already provided the performance security required by the Subcontract, namely a parent company guarantee from Control y Montajes Industriales CYMI, S.A (“**CYMI Spain**”) pursuant to section 5.4 and Schedule D of the Subcontract, and as such not further security is required to be provided and Mosaic has not basis to continue to fail to pay over the Holdback;
- (dd) CYMI Spain’s parent guarantee remains in force;
- (ee) Following the commencement of the NOI proceedings, CYMI and its counsel continued efforts to obtain payment of the Holdback from Mosaic;
- (ff) Despite those ongoing efforts and demands, Mosaic has failed and refused to pay the Holdback;
- (gg) The Subcontract does not entitle Mosaic to continue withholding the Holdback following expiry of the Holdback Period as additional security for prospective warranty obligations;
- (hh) Mosaic has not identified any presently due debt, quantified damages claim, or other matured claim or any other basis entitling it to retain the Holdback;
- (ii) The Holdback is therefore due and payable to CYMI pursuant to the Subcontract and the CLA;

Statutory Trust

- (jj) Part II of the CA establishes statutory trusts in connection with amounts owing to and received by contractors in respect of an improvement;
- (kk) Pursuant to section 8(1) of the CLA, all amounts owing to or received by Mosaic on account of the contract price for the Finch West LRT constitute trust funds;
- (ll) Mosaic is trustee of such trust funds;
- (mm) CYMI supplied services and materials to the Finch West LRT pursuant to the Subcontract;
- (nn) Mosaic remains indebted to CYMI in the amount of \$4,988,976.22 in respect of services and materials supplied to the improvement;
- (oo) CYMI is therefore a beneficiary of the statutory trust established pursuant to section 8 of the CLA;
- (pp) Mosaic has received amounts from the owner on account of the Finch West LRT contract in excess of the Holdback. Such amounts constitute trust funds within the meaning of Part II of the CLA;
- (qq) Despite demand, Mosaic has failed or refused to pay over trust funds received in connection with the Finch West LRT equal to the Holdback owing;
- (rr) As trust funds in excess of the Holdback have been received by Mosaic and not paid over to CYMI in accordance with Part II of the CA while an amount equal to the Holdback remains owing to CYMI, Mosaic has breached its obligations as trustee;

- (ss) CYMI is entitled to payment from trust funds received by Mosaic owing to it in connection with the Finch West LRT equal to the Holdback;

Mosaic's Purported Basis for Non-Payment

- (tt) Mosaic asserts that it is entitled to continue retaining the Holdback pending provision of additional security for future warranty obligations;
- (uu) CYMI denies that Mosaic has any contractual or statutory entitlement to retain the Holdback on that basis;
- (vv) A demand for additional security against contingent and unliquidated future warranty exposure does not entitle Mosaic to continue withholding amounts otherwise due and payable under the Subcontract or under the CA;

CYMI's Proposal Proceedings and Expedited Determination

- (ww) CYMI is presently engaged in proposal proceedings pursuant to the BIA. Absent a successful proposal, CYMI will be deemed bankrupt upon expiry of the period within which a proposal may be filed under the BIA – i.e. November 12, 2026;
- (xx) The Holdback constitutes a material asset and receivable of CYMI;
- (yy) Recovery of the Holdback is material to CYMI's restructuring and to the interests of its creditors and other stakeholders;
- (zz) The issues raised by this Application are discrete and principally concern: (i) the uncontested expiry of the Holdback Period and Mosaic's obligation to pay the Holdback; (ii) the uncontested existence and administration of the statutory trust under section 8 of the CA in an amount in excess of the Holdback; and (iii) Mosaic's

lack of compliance with its statutory and fiduciary obligations as trustee, which issue depends on the interpretation of one clause in a contract and no contested facts;

- (aaa) The issues are capable of determination on a substantially documentary record;
- (bbb) CYMI intends to seek an expedited timetable and hearing of this Application on the Commercial List;
- (ccc) Part II and Part IV of the *Construction Act*, R.S.O. 1990, c. C.30, as it read on June 30, 2018;
- (ddd) section 87.3 of the *Construction Act*, R.S.O. 1990, c. C.30;
- (eee) Rules 1.04, 2.03, 14.05(3)(d) and 38 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194;
- (fff) sections 128 and 129 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43;
- (ggg) the inherent and equitable jurisdiction of this Honourable Court; and
- (hhh) such further and other grounds as counsel may advise and this Honourable Court may permit.

3. The following documentary evidence will be used at the hearing of the application:

- (a) the Affidavit of Oscar de la Fuente Tome; and
- (b) such further and other evidence as counsel may advise and this Honourable Court may permit.

September 18, 2026

GARDINER ROBERTS LLP

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Lawyers for the Applicant,
CYMI Canada Inc.

CYMI CANADA INC. Applicant and MOSAIC TRANSIT CONSTRUCTORS GENERAL PARTNERSHIP Respondent		Court File No.
		ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST) PROCEEDING COMMENCED AT TORONTO
		NOTICE OF APPLICATION
		GARDINER ROBERTS LLP Bay Adelaide Centre, East Tower 22 Adelaide Street West, Suite 3600 Toronto ON M5H 4E3 Chris Besant (24882O) 416-865-4022 cbesant@grllp.com Saisha Mahil (80083T) 416-203-9547 smahil@grllp.com Lawyers for the Applicant, CYMI Canada Inc.

Tab 2

Court File No. CL-26-00000412-0000

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

CYMI CANADA INC.

Applicant

and

MOSAIC TRANSIT CONSTRUCTORS GENERAL PARTNERSHIP

Respondent

APPLICATION UNDER Rules 14.05(3)(d) & 38 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, and under Part II and Part IV of the *Construction Act*, R.S.O. 1990, c. C.30, as it read on June 30, 2018.

AFFIDAVIT OF OSCAR DE LA FUENTE TOMÉ

I, Oscar De la Fuente Tomé, of the City of Madrid, Spain, **AFFIRM AND STATE:**

1. I am the sole director of CYMI Canada Inc. (“**CYMI**”) and as such, have personal knowledge of the matters contained in this affidavit to the extent of my involvement and responsibilities within the company. Where facts deposed to in this affidavit are based on information from others, I state that, having made such inquiries as I consider reasonable in the circumstances, and to the best of my knowledge and belief, I believe such information to be true and accurate.
2. I make this affidavit in support of CYMI's Application seeking, among other relief, declarations that the statutory and contractual holdback retained by Mosaic Transit Constructors General Partnership ("**Mosaic**") is due and payable and an Order directing Mosaic to pay the holdback to CYMI.

The Project

3. On January 17, 2019, Mosaic entered into Subcontract No. 50-CS-08 with CYMI pursuant to which CYMI agreed to design, supply, install, test and commission the Overhead Catenary System ("**OCS**") and Traction Power Substations ("**TPSS**") forming part of the Finch West Light Rail Transit Project (the "**Project**"). Attached hereto as **Exhibit "A"** is a copy of the Subcontract.
4. CYMI duly supplied services and materials pursuant to the Subcontract and completed the work required thereunder.
5. The Project achieved Substantial Completion effective November 12, 2025. Attached hereto as **Exhibit "B"** is a copy of a press release issued by Aecon, one of the partners of the Mosaic Transit Constructors partnership of which Mosaic is the general partner, evidencing substantial completion.
6. Pursuant to the Subcontract, the warranty period commenced on November 12, 2025 and expires on November 12, 2027.

The Holdback

7. In accordance with the Subcontract and applicable construction lien legislation, Mosaic retained statutory and contractual holdback from amounts otherwise payable to CYMI.
8. The total amount of holdback retained by Mosaic is \$4,415,023.20 plus applicable HST, for a total of \$4,988,976.22. Those funds were received by Mosaic from the Project and are held in trust for CYMI pursuant to s 8 of the *Construction Act*, R.S.O. 1990, c. C.30

9. Following Substantial Completion of the Project and satisfaction of the contractual requirements for release of holdback, CYMI submitted Invoice No. S26-001 dated February 5, 2026, requesting payment of the holdback. Attached hereto as **Exhibit “C”** is a copy of the invoice.
10. By letter dated February 5, 2026, CYMI advised Mosaic that the Project had achieved Substantial Completion, that CYMI had fulfilled the requirements of the Subcontract, and that the holdback had become due and payable. Attached hereto as **Exhibit “D”** is a copy of the correspondence.
11. Through counsel, CYMI subsequently demanded payment of the holdback by letters dated March 2, 2026 and March 19, 2026. Attached hereto as **Exhibit “E”** are copies of the correspondence.
12. Despite those demands, Mosaic has failed and refused to release the holdback. In a letter from its counsel dated March 30, 2026 which is attached hereto as **Exhibit “F”**, Mosaic did not dispute CYMI’s repeated assertion that substantial completion of the subcontract work had been achieved. By that date, CYMI had already asserted substantial completion in its February 2026 invoice and in its correspondence dated March 2, 2026 and March 19, 2026. Notably, Mosaic’s March 30, 2026 response did not take issue with or challenge CYMI’s position that substantial completion had occurred. The absence of any such objection is consistent with an implicit acknowledgment that substantial completion had been achieved, yet Mosaic nevertheless continued to withhold release of the holdback funds.

Mosaic's Position

13. Mosaic has asserted that the holdback should not be released unless CYMI provides additional security for future warranty obligations, including a warranty bond, performance bond, letter of credit or other replacement security.
14. CYMI disputes that Mosaic has any contractual or statutory entitlement to retain the holdback on that basis.
15. Section 5.4 and Schedule D of the Subcontract required CYMI to provide a Parent Company Guarantee from its parent company, Control y Montajes Industriales CYMI, S.A (**“CYMI Spain”**).
16. CYMI Spain’s guarantee was provided to Mosaic and accepted by Mosaic as compliance with section 5.4.
17. CYMI Spain’s guarantee remains in full force and effect and continues to secure CYMI's obligations under the Subcontract, including warranty obligations.
18. CYMI Spain continues to support CYMI Canada's obligations and remains committed to ensuring that any warranty issues are promptly addressed if they arise. CYMI Spain is performing many projects and expects revenues of around 100M USD and a net profit of 4M USD in 2026, which results puts CYMI Spain in a solid cash position.

CYMI's Continuing Ability to Perform Warranty Obligations

19. I am aware that Mosaic has expressed concerns regarding CYMI's current level of business activity and its capacity to respond to warranty obligations during the remainder of the warranty period.
20. Those concerns do not accurately reflect the resources available to CYMI to perform its warranty obligations.
21. Although CYMI presently has limited operating activity in Canada, CYMI and CYMI Spain continue to retain access to the key personnel who successfully delivered the OCS and TPSS works and who possess extensive knowledge of the systems installed on the Project.
22. I continue to remain actively involved and available to coordinate and manage all warranty-related matters concerning the Project in my capacity as Director of CYMI.
23. Javier Tejada, who held a key management role during construction and commissioning of the works, remains available to support any warranty intervention that may be required.
24. Joan Taveras, an experienced local electrical engineer with detailed knowledge of the installed systems, continues to provide technical support to CYMI pursuant to arrangements established for the duration of the warranty period.
25. In addition, CYMI maintains relationships with local suppliers and subcontractors who are available to provide support during the warranty period as required.

26. As a result of these arrangements, CYMI maintains the technical expertise and operational capability necessary to investigate, manage and resolve any warranty issues that may arise.
27. CYMI's ability to perform warranty obligations is not merely theoretical. Since Substantial Completion, CYMI has already responded to warranty-related requirements when requested.
28. In particular, warranty work associated with traction power substation 9 on Line 5 ("TPSS9") was successfully completed on or about June 22, 2026, demonstrating CYMI's ability and willingness to continue supporting the Project following completion. TPSS9 is a critical power hub for Line 5 - an enclosed, shipping-container-sized steel electrical building that converts local utility power into the direct current required to run the trains.
29. In addition, CYMI benefits from the continuing support of its parent company, CYMI Spain, which remains committed to ensuring compliance with all obligations arising under the Subcontract.
30. CYMI Spain continues to provide technical, organizational and operational support whenever required and stands behind CYMI Canada's commitments throughout the warranty period.
31. CYMI also maintains professional liability insurance and commercial general liability insurance coverage relating to the Project, which coverage remains in place throughout the balance of the warranty period.

32. Based upon the personnel, technical arrangements, supplier relationships, insurance coverage and parent company support described above, there is no practical risk that CYMI will be unable to fulfill its warranty obligations under the Subcontract.
33. CYMI has completed the contracted works and remains capable of fulfilling all warranty obligations under the Subcontract through the expiry of the warranty period on November 12, 2027.
34. The key personnel required to support the warranty period continue to be available.
35. Additional technical support remains available through specialized personnel familiar with the Project.
36. CYMI Spain continues to support CYMI Canada's obligations and remains committed to ensuring that any warranty issues are promptly addressed if they arise.
37. Accordingly, Mosaic's concerns regarding CYMI's ability to satisfy future warranty obligations are unfounded and do not provide any contractual or statutory basis to continue withholding the holdback funds otherwise due and payable to CYMI.
38. The required warranty support arrangements, personnel, technical resources, insurance coverage and parent company backing are already in place and available for the remainder of the warranty period.
39. Neither the Subcontract nor applicable legislation entitles Mosaic to retain the holdback pending the provision of additional security where the Parent Company Guarantee remains in force and CYMI continues to possess the ability to perform its warranty obligations.

CYMI Restructuring Proceedings

40. On May 12, 2026, CYMI filed a Notice of Intention to Make a Proposal pursuant to the *Bankruptcy and Insolvency Act*.
41. TDB Restructuring Limited was appointed Proposal Trustee.
42. The holdback constitutes a significant receivable and asset of CYMI.
43. Recovery of the holdback is important to CYMI's restructuring efforts and to the interests of its creditors and stakeholders.
44. The holdback is due and payable under the Subcontract and applicable legislation. Mosaic has no lawful basis to continue withholding payment.

Conclusion

45. The relief sought by this Application is as follows:
 - (a) a declaration that the Holdback Period between CYMI and Mosaic has expired;
 - (b) a declaration that the statutory and contractual holdback retained by mosaic in the amount of \$4,988,976.22 plus applicable interest from February 5, 2026 is due and payable to CYMI;
 - (c) an Order direction Mosaic to forthwith pay the Holdback to CYMI;
 - (d) a declaration that Mosaic is not entitled under the Subcontract or the *Construction Act*, R.S.O. 1990, c. C.30, as it read on June 30, 2018, prior to the amendments introduced

by S.O. 2017, c. 24 (“CA”) to without the Holdback as additional security for prospective warranty obligations;

(e) In the alternative, and without limiting subparagraphs (a) through (d), a declaration that:

(i) Mosaic is trustee of trust funds pursuant to Part II of the CA as applicable to the Project equal to the amount of the Holdback;

(ii) CYMI is the beneficiary of the statutory trust of the Holdback established pursuant to section 8 of the CA;

(iii) The funds currently held by Mosaic as the Holdback were received in respect of the Project by Mosaic and are held in trust for CYMI;

(iv) a declaration that as the trust funds have not been paid to CYMI in accordance with Part II of the CA, Mosaic has breached its obligations as trustee; and

(v) an Order requiring Mosaic to pay CYMI all trust funds equal to the amount of the Holdback to CYMI.

(f) pre-judgment and post-judgment interest pursuant to the Section 3 of the Subcontract or, in the alternative, pursuant to sections 128 and 129 of the Courts of Justice Act;

(g) costs of this Application on a substantial indemnity scale; and

(h) such further and other relief as this Honourable Court deems just.

46. The relief outlined above will provide stability to CYMI's business and enhance its ability to pursue a successful restructuring through the proposal process for the benefit of all stakeholders. Recovery of the holdback constitutes a significant realization for the estate and a material source of potential recovery for creditors.
47. The issues raised by this Application are capable of determination on a substantially documentary record.
48. CYMI intends to seek an expedited timetable and hearing of this Application on the Commercial List.

AFFIRMED BEFORE ME remotely by Oscar De la Fuente Tomé stated as being located in the City of Madrid in Spain, before me at the City of Toronto, in the Province of Ontario on September 24, 2026, in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely. }

Signed by:

C. Hawkins

Commissioner for Taking Affidavits
(or as may be)

Signed by:

Oscar De la Fuente Tomé

OSCAR DE LA FUENTE TOMÉ

Crystal Lynn Hawkins, a Commissioner, etc.,
Province of Ontario, for Gardiner Roberts LLP, Lawyers.
Expires September 3, 2028.

This is Exhibit “A” referred to in the Affidavit of Oscar De la Fuente Tomé sworn by Oscar De la Fuente Tomé of the Madrid, in Spain, before me at the City of Toronto, in the Province of Ontario, on September 24, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:



Commissioner for Taking Affidavits (or as may be)

CRYSTAL HAWKINS

**Crystal Lynn Hawkins, a Commissioner, etc.,
Province of Ontario, for Gardiner Roberts LLP, Lawyers.
Expires September 3, 2028.**



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

THIS SUBCONTRACT, made as of the Effective Date, sets forth the agreement between the Construction Contractor and the Subcontractor (each, a “**Party**” and together, the “**Parties**”) with respect to the Project, all as identified below.

KEY TERMS:

Construction Contractor:	Mosaic Transit Constructors General Partnership, a general partnership comprised of Aecon Infrastructure Management Inc., Dragados Canada, Inc. and Dufferin Construction Company, a division of CRH Canada Group Inc.	
Subcontractor:	CYMI Canada Inc	
Project:	Finch West LRT Project, being more particularly defined as Project in the Construction Contract	
Site:	Site, as defined in the Construction Contract	
Owner:	Contracting Authority, as defined in the Construction Contract	
Project Co:	Mosaic Transit Partners General Partnership	
Designer:	Arup Canada Inc.	
Warranty Period (from Substantial Completion):	Two (2) years	
Agreement Number:	50-CS-08	
Scope:	<u>Overhead Catenary System (OCS) and Traction Power Substations (TPSS)</u> Design, supply, install, Testing and Commissioning	
Subcontract Price:	\$36,782,920 + HST (Lump Sum)	
Construction Contractor's Contact Information:	Address:	555 Hanlan Road, Unit 8, Woodbridge, ON, L4L 4R8
	Email:	jsanchez@mosaictransit.com obashir@mosaictransit.com scockell@mosaictransit.com
	Phone:	Design: 416.708.6208 / 647.226.5481 Construction: 416.557.4376
	Fax:	N/A
Construction Contractor's Representative:	Design: Jose Manuel Sanchez / Omer Bashir Construction: Sean Cockell	
Subcontractor's Contact Information:	Address:	200-1920 Yonge Street, Toronto ON M4S 3E2
	Email:	amunoz@cymi-industrial.com JTejada@cymi-industrial.com cjerez@cymi-industrial.com
	Phone:	591.903.1750 613.302.7839
	Fax:	[Insert]
Subcontractor's Representative:	Angel Munoz / Javier Tejada / Cesar Jerez	
Effective Date:	January 17, 2019	

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 1 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

BACKGROUND:

- A. Owner and Project Co have entered into a contract (such contract as amended from time to time and inclusive of all variations issued thereunder being herein called the “**Project Agreement**”) dated the 3rd day of May, 2018, under which Project Co undertook to design, construct, finance and maintain the Project.
- B. Project Co entered into a contract with Construction Contractor to design and construct the Project, dated the 3rd day of May, 2018 (the “**Construction Contract**”).
- C. The Construction Contractor has entered into an interface agreement (the “**Interface Agreement**”) dated the 3rd day of May, 2018, with the Service Provider which contains various construction, coordination and related obligations in relation to the Project.
- D. Construction Contractor and Subcontractor have agreed that Subcontractor, acting as subcontractor to Construction Contractor, shall perform and complete all the Subcontract Work.

IN CONSIDERATION of the Key Terms and Background, the mutual covenants set out herein, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

The Subcontractor shall perform and complete the whole of the Subcontract Work in strict compliance with all terms and conditions of the Subcontract Documents in consideration for the Subcontract Price, subject to the terms and conditions set out in the Subcontract Documents (capitalized terms defined in the General Conditions).

This Subcontract may be executed in any number of counterparts. A Party may send a copy of its executed counterpart to each other Party in PDF format instead of delivering a signed original of that counterpart. Each executed counterpart (including each copy sent in PDF format) will be deemed to be an original; all executed counterparts taken together will constitute one agreement.

[Signature page follows]

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 2 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

CONSTRUCTION CONTRACTOR AND SUBCONTRACTOR HAVE EXECUTED THIS SUBCONTRACT as of the Effective Date.

For the Construction Contractor:

MOSAIC TRANSIT CONSTRUCTORS GENERAL PARTNERSHIP

Per: _____

Name: _____

Title: _____

David Ganji
Project Director

Per: _____

Name: _____

Title: _____

I/We have authority to bind the partnership.

For the Subcontractor:

CYMI CANADA INC.

Per: _____

Name: _____

Title: _____

Angel Munoz
MANAGING DIRECTOR

Per: _____

Name: _____

Title: _____

I/We have authority to bind the corporation.

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 3 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

1. DEFINITIONS

- 1.1 **Defined Terms:** In this Subcontract, the following capitalized terms shall have the meanings ascribed to them below, and capitalized words used herein but not defined shall have the meanings ascribed to such term in the Construction Contract.
- 1.1.1 **"Change Directive"** means a written instruction issued in accordance with GC 10.6 or GC 10.7.3 signed by the Construction Contractor directing the Subcontractor to proceed with a change in the Subcontract Work prior to the adjustments in the Subcontract Price and the Subcontract Schedule, if any, being determined. For certainty, with respect to a Change Directive arising from a CC Variation Directive issued to Construction Contractor by Project Co, the principles of GC 10.6 shall apply.
- 1.1.2 **"Change Order"** means a written amendment to this Subcontract issued in accordance with GC 10.7.6 10.7.5 signed by the Construction Contractor and the Subcontractor, stating their agreement upon:
- (a) a change in the Subcontract Work;
 - (b) the method of adjustment or the amount of the adjustment in the Subcontract Price, if any; and
 - (c) the extent of the adjustment in the Subcontract Schedule, if any.
- For certainty, with respect to a Contract Amendment arising from a CC Variation issued to Construction Contractor by Project Co, the principles of GC 10.6 shall apply.
- 1.1.3 **"CLA"** has the meaning given to it in GC 4.8.
- 1.1.4 **"Claims"** means claims, actions, causes of action, judgments, fines, costs, losses, penalties, expenses, fees, damages (whether liquidated or otherwise), legal costs (on a solicitor and client full indemnity basis), cost of compliance with regulatory orders and any other liabilities, whether brought or incurred by Construction Contractor or third parties.
- 1.1.5 **"Code of Ethics"** has the meaning given to it in GC 12.4.
- 1.1.6 **"Construction Contract"** has the meaning given in the Background of this Subcontract.
- 1.1.7 **"Construction Contractor"** has the meaning given to it in the Key Terms of this Subcontract.
- 1.1.8 **"Critical NCR"** means an NCR raised on a Non-Conformance that delays the completion of the Project and/or requires all or any portion of accepted works to be removed or repeated because such works have or would reasonably be expected to have a significant adverse or materially adverse impact on: (i) the safety of the Project, the environment, System Users, or the public; (ii) the quality of the Subcontract Works; or (iii) the durability of the Subcontract Works.
- 1.1.9 **"Default"** has the meaning given to it in GC 8.1.
- 1.1.10 **"Deficiency Holdback"** has the meaning given to it in GC 9.7.
- 1.1.11 **"Designer"** has the meaning given to it in the Key Terms of this Subcontract.
- 1.1.12 **"Dispute"** has the meaning given to it in GC 11.3.
- 1.1.13 **"Effective Date"** has the meaning given to it in the Key Terms of this Subcontract.
- 1.1.14 **"EHS Manual"** has the meaning given to it in GC 3.5.1.
- 1.1.15 **"GC"** refers to these Subcontract General Conditions.
- 1.1.16 **"Holdback Period"** is the latter date of expiration of the holdback period in the CLA, specifically applied to both the Subcontractor Work and to the Construction Contractor's work.
- 1.1.17 **"HST"** has the meaning given to it in GC 4.2.
- 1.1.18 **"Interface Agreement"** has the meaning given to it in the Background of this Subcontract.
- 1.1.19 **"Key Personnel"** has the meaning given to it in GC 3.3.
- 1.1.20 **"Latent Defect Liability Period"** has the meaning given to it in GC 6.1.
- 1.1.21 **"Lenders"** means the entities providing financing to Project Co for the Project.

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 4 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

- 1.1.22 **“Medium NCR”** means an NCR raised on a Non-Conformance that requires changes to an Issued for Construction document.
- 1.1.23 **“Minor NCR”** means an NCR raised on all or any portion of on-going Subcontract Works that have not been accepted by the Construction Contractor.
- 1.1.24 **“NCR”** means a Non-Conformance Report
- 1.1.25 **“Notice”** has the meaning given to it in GC 12.12.
- 1.1.26 **“Owner”** has the meaning given to it in the Key Terms of this Subcontract.
- 1.1.27 **“Performance Security”** means any security required by Schedule D.
- 1.1.28 **“Product”** or **“Products”** means any material, machinery, equipment and fixtures forming part of the Subcontract Work, including Products as defined in the Construction Contract, but does not include Subcontractor Equipment.
- 1.1.29 **“Project”** has the meaning given to it in the Key Terms of this Subcontract.
- 1.1.30 **“Project Agreement”** means the contract between Owner and Project Co and all amendments or variations made thereunder, as referenced in the Background of this Subcontract.
- 1.1.31 **“Project Co”** has the meaning given to it in the Key Terms of this Subcontract.
- 1.1.32 **“Project Records”** has the meaning given to it in GC 12.8.
- 1.1.33 **“Recovery Plan”** has the meaning given to it in GC 7.3.
- 1.1.34 **“Restricted Person”** has the meaning prescribed to it in the Construction Contract, but generally means any person who, or any member of a group of persons acting together, any one of which:
- (a) has its principal or controlling office in a country subject to economic or political sanctions imposed by Canada or Ontario;
 - (b) has as its primary business the illegal manufacture, sale, distribution or promotion of narcotics substances or arms, or is or has been involved in terrorism;
 - (c) has been sentenced to imprisonment or otherwise given a custodial sentence for any criminal offence or for any offence under Provincial statute or municipal law;
 - (d) has as its primary business the acquisition of distressed assets or investments in companies or organizations which are or are believed to be insolvent or in a financial standstill situation;
 - (e) is subject to a material claim of HMQ Entities under any proceeding which have been concluded or are pending which would be reasonably likely to materially affect Project Co to perform its obligations under the Project Agreement; or
 - (f) has a material interest in the production of tobacco products.
- 1.1.35 **“Service Provider”** has the meaning given to it in the Key Terms of this Subcontract.
- 1.1.36 **“Shop Drawings”** means drawings, diagrams, illustrations, schedules, performance charts, material take-offs, design calculations, brochures, Product data, and other data which the Subcontractor provides to illustrate details of portions of the Subcontract Work, with PEng stamps to the extent required by the Subcontract Documents or Applicable Laws.
- 1.1.37 **“Site”** has the meaning given to it in the Key Terms of this Subcontract.
- 1.1.38 **“Subcontract”** means this subcontract between Construction Contractor and Subcontractor, inclusive of the Subcontract Documents and as amended in accordance herewith from time to time.
- 1.1.39 **“Subcontract Documents”** means the following documents, which are incorporated by reference into this Subcontract:
- (a) The Construction Contract, applied *mutatis mutandis*;
 - (b) The Interface Agreement, applied *mutatis mutandis*;
 - (c) Subcontract and General Conditions;

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 5 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

- (d) Subcontract Schedule A – Scope of Subcontract Work ;
 - (e) Subcontract Schedule B – Subcontract Price and Payment;
 - (f) Subcontract Schedule C – Subcontract Schedule;
 - (g) Subcontract Schedule D – Insurance and Performance Security Requirements;
 - (h) Subcontract Schedule E – Form of Statutory Declaration;
 - (i) Subcontract Schedule F – Form of Certificate of Release;
 - (j) Subcontract Schedule G – Key Personnel;
 - (k) Subcontract Schedule H – Sub-subcontractors;
 - (l) Subcontract Schedule I - Form of Community Benefits and Apprenticeship Opportunities Certificate
 - (m) Subcontract Schedule J – Letter of Credit Form
 - (n) Construction Contractor's overall schedule;
 - (o) the Code of Ethics; and
 - (p) the EHS Manual, specifically including:
 - (i) Construction Health & Safety Management Plan
 - (ii) Environmental Management Plan.
- 1.1.40 **"Subcontract Price"** means the price payable by Construction Contractor to Subcontractor under this Subcontract, as set out in Schedule B (Subcontract Price and Payment) and adjusted only in accordance with this Subcontract from time to time.
- 1.1.41 **"Subcontract Schedule"** has the meaning given to it in GC 7.1.
- 1.1.42 **"Subcontract Work"** means the:
- (a) performance of all construction activities including cooperation and coordination with the Designer, the Construction Contractor and the Service Provider;
 - (b) performance of all commissioning activities, including coordination and cooperation with the Construction Contractor, Service Provider and any commissioning consultant(s) to complete the commissioning and confirm acceptability;
 - (c) supply of all labour;
 - (d) supply of all supplies, equipment, materials and property; and
 - (e) provision of anything else for the complete design, construction, testing and commissioning,
- required for the relevant aspects of the Project in accordance with this Subcontract and all as further described in Schedule A (Scope of Subcontract Work).
- 1.1.43 **"Subcontractor"** has the meaning given to it in the Key Terms of this Subcontract.
- 1.1.44 **"Subcontractor Equipment"** means all tools, machinery, equipment and safety equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the Subcontract Work but is not incorporated into the Subcontract Work.
- 1.1.45 **"Subcontractor Latent Defect"** has the meaning given to it in GC 6.1.
- 1.1.46 **"Subcontractor's Claim"** has the meaning given to it in GC 10.4.
- 1.1.47 **"Substantial Completion"** has the meaning given to it in the Construction Contract.
- 1.1.48 **"Supplemental Instruction"** means an instruction issued in accordance with GC 10.1, not involving adjustment in the Subcontract Price or Subcontract Schedule, in the form of specifications, drawings, schedules, samples, models or written instructions, consistent with the intent of the Subcontract Documents.
- 1.1.49 **"Warranty Period"** has the meaning given to it in the Key Terms of this Subcontract.

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 6 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

2. SUBCONTRACT

2.1 Intent of Subcontract: The Parties acknowledge their mutual intent, and hereby agree, that all obligations and liabilities of Construction Contractor arising under the Construction Contract and the Interface Agreement to the extent relating to the performance of the Subcontract Work be assumed, performed and discharged by Subcontractor under this Subcontract and in strict accordance with the terms and conditions of the Construction Contract, the Interface Agreement and the other Subcontract Documents. Therefore, the Parties further acknowledge that the terms and conditions of the Construction Contract and the Interface Agreement to the extent they are applicable to the Subcontract Work are incorporated by reference into and form part of this Subcontract *mutatis mutandis*, and are applicable to and govern the performance of the Subcontract Work by Subcontractor, with the changes necessary to give full effect to the intent of the Parties as set out in this Subcontract, and subject to the express terms and conditions hereof. Any specific references to the Construction Contract, the Interface Agreement or the Project Agreement in the Subcontract Documents are not intended to be exhaustive.

2.2 Equivalent Project Relief: Subcontractor acknowledges and agrees that:

- (a) to the extent that any entitlement of Construction Contractor under the Construction Contract is related to the Subcontract Work, whether or not reflected in this Subcontract as an entitlement of Subcontractor, Subcontractor shall be entitled to receive the benefit of such entitlement to the extent that Construction Contractor is or becomes entitled under the Construction Contract, but in any event to no greater extent than Construction Contractor's entitlement under the Construction Contract ("**Equivalent Project Relief**"); and
- (b) Subcontractor shall not be entitled to receive any entitlement or benefit in respect of any Equivalent Project Relief until Construction Contractor has received such entitlement or benefit from Project Co, unless Construction Contractor's entitlement was limited due solely to an act or omission of Construction Contractor.

2.3 Term: This Subcontract shall commence on the Effective Date and shall continue until all contractual obligations of the Parties hereunder are fully performed and discharged, unless earlier terminated in accordance with GC 8.

3. SUBCONTRACTOR OBLIGATIONS

3.1 Subcontract Work: The Subcontractor shall perform and complete the whole of the Subcontract Work in strict compliance with all terms and conditions of the Subcontract Documents in consideration for the Subcontract Price, subject to the terms and conditions set out in the Subcontract Documents.

3.2 Design Assists & Request for Information

3.2.1 Design Assist: Subcontractor shall, as required by Construction Contractor:

- (a) assist in the completion of the partial design issued by Construction Contractor in coordination with the Designer;
- (b) attend and participate in on-going design meetings in accordance with the Designer's schedule to assist in the development and finalisation of the design; and
- (c) propose cost savings, provide costs estimates and work closely with the Designer, other consultants and Construction Contractor to develop a final set of specifications and drawings.

3.2.2 Request for Information ("RFI")

- (a) Notwithstanding GC 12.30 and 12.31 below, the Subcontract may submit an RFI to the Designer or Construction Contractor a written RFI.
- (b) To the extent an RFI is the result of a deficient design requiring clarification, lack of information in the design drawings or reports required to complete the Subcontract Work, or is otherwise not caused by the Subcontractor, the Subcontractor shall not bear the resulting costs.
- (c) To the extent an RFI is the result of deficient or non-conforming Subcontract Work, the Subcontractor's request to substitute any or all of the Subcontract Work, or is otherwise caused by the Subcontractor, the Subcontract shall bear the resulting costs.

3.3 Key Personnel & Supervision:

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 7 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

- 3.3.1 Subcontractor shall assign its employees identified in Schedule G (the “**Key Personnel**”) to the performance of the Subcontract Work in a timely and fully effective manner. In the event Subcontractor fails to assign any one or more of the Key Personnel to the Project in a timely and fully effective manner, Construction Contractor may retain a holdback from Subcontractor of \$100,000 until such Key Personnel are fully engaged in the Project. Key Personnel shall not be changed without the prior written consent of the Construction Contractor, such consent not to be unreasonably withheld. During the performance of the Subcontract Work, Key Personnel shall be assigned in priority to this Project and exclusively until final completion. Subcontractor shall replace any Key Personnel whose performance is deemed unsatisfactory by Construction Contractor, acting reasonably.
- 3.3.2 Subcontractor shall provide all necessary supervision and appoint a competent supervisor on Site while Subcontract Work is being performed. The supervisor shall:
- (a) have, at minimum, completed training in and provided proof of training in the Basics of Supervising offered by Infrastructure Health and Safety Association (“**IHSA**”) and Supervisor Health and Safety Awareness in 5 Steps offered by the Ministry of Labour.
- 3.4 **Sub-subcontractors:** Subcontractor shall preserve and protect the rights of the Parties under the Subcontract with respect to Subcontract Work to be performed under sub-subcontracts, and shall:
- (a) sub-subcontract the activities identified in Schedule H only to those corresponding companies set out therein, except with the prior written consent of the Construction Contractor;
 - (b) for any other aspects of the Subcontract Work not identified in Schedule H, obtain the Construction Contractor's approval of a sub-subcontractor prior to entering into any agreement with such sub-subcontractor;
 - (c) enter into contracts or written agreements with sub-subcontractors to require them to perform their work as provided in the Subcontract;
 - (d) incorporate the terms and conditions of the Subcontract into all contracts or written agreements with sub-subcontractors;
 - (e) require that all Sub-subcontractors are covered by, or obtain, the insurance described in Schedule D, provided that the Subcontractor shall determine the applicable limits to be obtained for such insurance relating to the Sub-subcontractors, such limits to be in compliance with the requirements under Schedule D;
 - (f) be as fully responsible to the Construction Contractor for acts and omissions of sub-subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by Subcontractor,

and if Subcontractor retains a sub-subcontractor to complete any part of the Subcontract Work, Subcontractor shall nonetheless be and remain liable to Construction Contractor for providing the Subcontract Work as if Subcontractor had not so sub-subcontracted. Subcontractor shall not subcontract any part of the Subcontract Work to a person whose standing or activities may compromise the reputation or integrity of, or public confidence in, the Owner, Project Co or the Construction Contractor. Subcontractor shall replace any sub-subcontractor (of any tier) whose performance is deemed unsatisfactory by Construction Contractor, acting reasonably

3.5 **Environmental, Health and Safety:**

- 3.5.1 Subcontractor and all of its sub-subcontractors shall respect and comply with:
- (a) the rules, regulations and practices required by the applicable construction health and safety and environmental legislation in the jurisdiction of the Site;
 - (b) all environmental and safety precautions, policies and programs of the Owner and the Construction Contractor, including those contained in the Construction Contractor's environmental, health and safety and manual (the “**EHS Manual**”), in its current form and as updated from time to time for the good and proper operation of the Site, which the Subcontractor acknowledges having received and familiarized itself with; and
 - (c) a direction of Construction Contractor issued as a result of Subcontractor's non-compliance with any of its environmental or safety-related obligations, including, but not limited to, disciplinary action, a

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 8 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

back-charge to the Subcontractor, direction to vacate the Site, removal of the party who has caused the non-compliance, or suspension of the Subcontract.

- 3.5.2 The Subcontractor shall take all necessary steps to protect the environment and to avoid damage and nuisance to people and property resulting from pollution, noise and other harmful results of Subcontractor's operations relating to the Subcontract Work, including compliance with all relevant environmental provisions of the Construction Contract.
- 3.5.3 The Subcontractor will provide to Construction Contractor, no later than seven (7) Business Days prior to mobilization on the Site, its safety program and all Safety Data Sheets ("SDS") sheets for Products expected to be used during the Project, and, if applicable, its Site specific safety plan and job hazard analysis program.
- 3.5.4 The Subcontractor and all of its sub-subcontractors shall attend the Construction Contractor's mandatory environmental awareness and safety orientation and any training as required by the Construction Contractor and such attendance is included in the Subcontract Price. The Subcontractor shall ensure that all workers and supervisors under its direction or control or for whom it is otherwise responsible for under this Subcontract or in law are competent to perform any assigned tasks and produce training documentation prior to commencing the Subcontract Work. Failure to provide documentation or verification of competency may result in the removal of the worker, supervisor, Subcontractor or sub-subcontractor from the Site on the Construction Contractor's direction. The Construction Contractor's orientation process does not relieve the Subcontractor of its obligation as an employer to its own employees to comply with all applicable legislative requirements.
- 3.5.5 Subcontractor is responsible to ensure that Construction Contractor has been made aware, before first break, of all individuals at the Site performing work at any given time, whether such individuals are in the direct employ of Subcontractor or sub-subcontractors of any tier. The Subcontractor shall also produce a Daily Update Form for each day the Subcontractor is on Site, the form of which will be made available to the Subcontractor by the Construction Contractor, and submit the Daily Update Form on the same day by first break.
- 3.5.6 The Subcontractor shall ensure that there is at least one (1) competent person available at all times while the Subcontract Work is being performed and one (1) competent person who is qualified to perform first aid.
- 3.5.7 The Subcontractor shall produce and/or conduct all safety and environmental documentation, assessment or inspection and ensure that all documentation, assessment or inspection are submitted to the Construction Contractor within the specified time frame or as directed, including, but not limited to:
- (a) a Project specific hazard assessment for any work designated by Construction Contractor to be high risk. All assessments must be supplied to and approved by Construction Contractor prior to commencing such work;
 - (b) perform daily a task hazard assessment for routine activities in a form approved by Construction Contractor and shall provide it to the Construction Contractor upon request. This assessment must be completed using the Job Analysis Risk Review ("JARR") and provided to the Construction Contractor upon request. Should the Subcontractor have its own daily hazard assessment form it may utilize its own process if the assessment meets or exceeds those required by the JARR, upon written approval by Construction Contractor;
 - (c) one safety opportunity per week;
 - (d) one behaviour based observation per week;
 - (e) one inspection per week;
 - (f) one weekly summary per subsection of the Site; and
 - (g) one project safety statistical summary per week.

The form of the documents will be made available to the Subcontractor by the Construction Contractor.

- 3.5.8 The Subcontractor is responsible to ensure all Subcontractor Equipment is inspected, maintained and operated as required by the manufacturer, the Subcontract Documents, the EHS Manual and legislative requirements.
- 3.5.9 The Subcontractor shall ensure that all workers, visitors or sub-subcontractors are wearing all of the personal protective equipment as required by the Construction Contractor, the Owner or to comply with legislative requirements at all times. The Subcontractor shall also ensure that no worker, visitor or sub-subcontractor is working alone at any time unless otherwise approved in accordance with the EHS Manual.

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 9 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

- 3.5.10 The Subcontractor shall immediately provide Construction Contractor with Notice of any accident, incident, or near miss that occurs on the day of the event and must conduct an accident/incident investigation and submit an adequate report to the Construction Contractor within 24 hours. The Subcontractor will implement as necessary any return to work/modified duties programs for injured employees and keep the Construction Contractor informed as to the status of the program.
- 3.5.11 The Subcontractor shall cause its supervisor and one (1) responsible and competent representative, for every ten (10) workers, being a certified health and safety representative (“**HSR**”) or a certified joint health and safety committee (“**JHSC**”) member, to attend the Construction Contractor’s subcontractor environmental, safety and progress meetings while its employees are working on the Project or at the request of the Construction Contractor in preparation for upcoming work. In addition, the Subcontractor shall hold weekly “tool box” environmental and safety meetings with all of its employees and sub-subcontractors present. The Subcontractor’s representative shall ensure that all matters of safety discussed at such meetings are clearly communicated to all of its employees and sub-subcontractors and to the Construction Contractor and that any appropriate corrective action is immediately taken.
- 3.5.12 Construction Contractor has authority to stop the progress of the Subcontract Work whenever, in its opinion, such stoppage may be necessary to ensure the safety of life, or any part of the Project, or neighbouring property.
- 3.6 **Quality Assurance:**
- 3.6.1. Subcontractor shall:
- (a) comply with Construction Contractor’s Quality Management System, which the Subcontractor acknowledges having received, including, but not limited to coordination and execution of all quality control testing and inspection requirements by qualified individuals as listed in the applicable Subcontract Documents and Mosaic Inspection and Testing Plans (“**ITPs**”);
 - (b) develop a quality assurance system to demonstrate to Construction Contractor’s reasonable satisfaction compliance with the requirements of Construction Contractor’s quality assurance plan and the Construction Contract; and
 - (c) provide a suitable and qualified “Quality Control Coordinator”, subject to the Construction Contractor’s approval, for the duration of the Subcontract Work who will complete all witness, verification and hold points listed on the ITPs and interface with the Construction Contractor’s Quality Control Manager, providing regular ITP progress updates and submitting all required quality records within the specified time frame or as directed.
- 3.6.2. The Subcontractor shall ensure that all workers and supervisors under its direction or control or for whom it is otherwise responsible for under this Subcontract or in law are certified to perform any assigned tasks as required in the project specifications and inspection and testing plans and produce documentation of such certification prior to commencing the Subcontract Work. Failure to provide documentation or certification may result in the removal of the worker, supervisor, Subcontractor or sub-subcontractor from the Site on the Construction Contractor’s direction.
- 3.6.3. **Non-Conformances:** The Construction Contractor may issue NCRs for any deficient or non-conforming aspects of the work. Disposition, including remedial due date and corrective actions are required within three (3) business days of the NCR being issued. Subcontractor is responsible to resolve all NCRs by the remedial due date. For each occurrence where the Subcontractor is responsible for any financial deductions resulting from non-conformances associated with the Subcontract Work, the Subcontractor shall be responsible at the following rates:
- (a) for each occurrence of a Minor NCR issued against the Subcontractor, a deduction of \$0 shall apply;
 - (b) for each occurrence of a Medium NCR issued against the Subcontractor, a deduction of \$5,000 shall apply; and
 - (c) for each occurrence of a Critical NCR issued against the Subcontractor, a deduction of \$50,000 shall apply.

A subsequent deduction will be applied for failure to remediate prior to the expiration of the applicable remedial due date shall equal 120 per cent of the immediately previous deduction but shall not exceed 150 per cent of the first deduction.

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 10 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

3.7 Communications:

- (a) Subcontractor acknowledges that the Construction Contract includes very specific communications and notification requirements for construction activities, depending on the scale of work, the parties impacted and the severity of the impact. Therefore, at least fifteen (15) Business Days prior to commencing any Subcontract Works that may impact the public or third parties, Subcontractor shall provide Construction Contractor Notice of its intention to commence such Subcontract Works and a description thereof.
- (b) Furthermore, in addition to any other Notice requirements hereunder, Subcontractor shall provide Construction Contractor immediate Notice of any emergency or incident that may adversely impact Construction Contractor, the Owner or the public, to allow Construction Contractor to comply with its communications obligations.
- (c) All correspondence, documents and communications in relation to this Subcontract shall be in English.
- (d) All correspondence, documents, communications and notices in relation to this Subcontract shall be transmitted via the Construction Contractor's document management system, Aconex. Access to Aconex shall be provided by the Construction Contractor.

3.8 Community Benefits and Apprenticeship Opportunities: Subcontractor acknowledges that the Project may have a significant impact on the communities in which the Site is located during construction and agrees to use commercially reasonable efforts to:

- (a) minimize any negative impacts of the Subcontract Work on the local communities;
- (b) provide supply and employment opportunities to the local communities;
- (c) maximize employment and apprenticeship opportunities in completing the Subcontract Work, including for women, youth-at-risk, historically disadvantaged groups in local communities including low-income, racialized and immigrant populations, and military veterans; and
- (d) comply with all commitments made in its response to the request for proposals in respect of the Subcontract Work relating to Apprenticeships and Community Benefits, such commitments hereby forming part of this Subcontract.

Subcontractor shall provide information to the Construction Contractor on a monthly basis detailing its activities in respect of this GC 3.8.

3.9 Subcontractor Representations and Warranties: Subcontractor represents and warrants that the following information is and will remain true and accurate, both at the time of entering into this Subcontract and throughout the term of the Subcontract:

- (a) Subcontractor has had access to a redacted copy of, reviewed in detail, and is satisfied with the Construction Contract and the Interface Agreement;
- (b) Subcontractor has had access to copies of, reviewed in detail, and is familiar with, all other relevant documents including the Construction Contractor's overall schedule, the Background Information, the Code of Ethics and the EHS Manual, and has, prior to the execution of this Subcontract, familiar itself as to the accuracy, completeness and fitness for purpose of any such documents upon which it places reliance and has entered into the Subcontract relying solely on its own interpretation of such information and not on any representations made by or obtained from the Owner, Project Co or Construction Contractor;
- (c) Subcontractor has and shall be deemed to have performed all necessary Site due diligence and investigation, familiar itself as to the nature of all conditions of the Site and the area of the Subcontract Work (including climatic, physical and subsurface conditions, as applicable to the Subcontract Work) in accordance with the Technical Reports, familiar itself as to the possibility of interference by other persons, familiar itself as to the precautions, times and methods of working necessary to prevent any nuisance or interference being caused to any third parties, and has accounted for same in its execution plan and the Subcontract Price; the Subcontract Work shall conform to the requirements of the Subcontract, the Construction Contract, good industry practice and applicable Laws of the industry in the Province of Ontario;

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 11 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

- (d) the Subcontract Work shall be free of defects, errors and omissions;
- (e) the Products furnished under this Subcontract shall be new and of good quality and in accordance with the requirements of this Subcontract;
- (f) Subcontractor has the financial means to meet its obligations to its employees and sub-subcontractors and to perform the Subcontract Work and included all associated costs for same in its execution plan and the Subcontract Price;
- (g) Subcontractor, or any of its affiliates (to the best of Subcontractor's knowledge), is not a Restricted Person, or a person whose standing or activities are inconsistent with the Owner's or Construction Contractor's reputation or integrity, so as to affect public confidence in the Owner or the Project;
- (h) Subcontractor is familiar with the type of construction required by the Subcontract and it has substantial knowledge and experience with work of the same nature as the Subcontract Work,
- (i) Subcontractor has at its disposal and will continue to have throughout the period of the Subcontract Work (as such period may be adjusted pursuant to this Subcontract) sufficient competent personnel and Subcontractor Equipment in good working order to perform the Subcontract Work as required by the terms of this Subcontract and the personnel it assigns to perform the Subcontract Work, whether directly or through sub-subcontractors, have substantial knowledge and experience with the work required;
- (j) Subcontractor possesses, or shall obtain in due time, all licenses, approvals, permits, registrations, and memberships necessary to perform the Subcontract Work;
- (k) Subcontractor acknowledges that other subcontractors may be impacted by any delays or damages the Subcontract causes and it has factored this into its execution plan and Subcontract Price;
- (l) All information provided by the Subcontractor to the Construction Contractor in any safety prequalification, financial prequalification, other prequalification and all information that may be provided from time to time to Construction Contractor or its insurers was true and accurate at the time it was made, is true and accurate at the present time, and will remain true and accurate during the term of the Subcontract. If there is any change that may materially impact Subcontract Work, Subcontractor shall inform Construction Contractor immediately;
- (m) There are no pending, threatened, or anticipated claims or litigation against Subcontractor or other circumstances that would have a material effect on the financial and/or operational ability of the Subcontractor to perform the Subcontract Work; and
- (n) Subcontractor's personnel shall comply with Construction Contractor's code of conduct and any conduct regulations required by the Construction Contract, to the extent provided to the Subcontractor.
- (o) the Subcontract Work shall, at Substantial Completion, comply with the Schedule A – Scope of Work.

4. PRICE AND PAYMENT TERMS

4.1 **Subcontract Price:** Subject to the terms and conditions herein set out, Construction Contractor shall pay to Subcontractor for the performance and completion of the Subcontract Work and performance, observance and discharge of all other obligations and liabilities of Subcontractor under this Subcontract the Subcontract Price.

4.2 **Taxes and Duties:** The Subcontract Price excludes the Harmonized Sales Tax ("HST") under the *Excise Tax Act (Canada)*. All other applicable taxes and duties, including all federal and provincial sales and use taxes, any required withholding taxes and all customs duties, are included in the Subcontract Price and in the event Construction Contractor is required to withhold such tax or duty, any such withholdings shall be deducted from payments to the Subcontractor.

4.3 **Changes in the Subcontract Price:** The Subcontract Price is subject to adjustment only if Construction Contractor issues a Change Order or Change Directive in accordance with GC 10.

4.4 **Design Development:** The Parties acknowledge that the Subcontract Price was not based on issued for construction drawings and specifications and that the design was therefore expected to evolve through design development or may be completed as the Subcontract Work proceeds. Subcontractor agrees that neither the Subcontract Price nor the time for performance of the Subcontract Work will be adjusted due to such design development except in accordance with GC 4.3.

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 12 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

4.5 **Applications for Payment:** Subcontractor shall make a draft application for payment no later than on the twentieth (20th) day of each month (with complete application for payment on the first (1st) day of the following month) for the period of work of that month with a quantity cut-off of the last day of that month, in accordance with Schedule B (Subcontract Price and Payment). Late applications will not be processed for payment until the subsequent month after receipt thereof.

4.6 **Conditions to Payment:** Subcontractor shall satisfy all Conditions to Payment as defined in Schedule B (Subcontract Price and Payment).

4.7 **Payment Terms:** Subject to GC 4.5 and GC 4.6, payments to Subcontractor will be made within the timeframe specified in Schedule B (Subcontract Price and Payment).

4.8 **Construction Lien Act:** All payments to Subcontractor hereunder are subject to the provisions of the *Construction Lien Act (Ontario)* as amended (the "CLA") including holdback provisions thereof. For certainty, the Parties recognize that, as per Section 87.3(a) of the *Construction Act (Ontario)*, the CLA as it exists as of June 30, 2018 continues to apply for the Project.

5. INSURANCE AND SECURITY

5.1 **Insurance:** Subcontractor shall, as part of the Subcontract Price, obtain and maintain the insurance coverage set out in Schedule D to be provided by insurers acceptable to the Construction Contractor, acting reasonably. The policies shall NOT contain exclusions for the following coverages: independent contractors not covered by workers compensation, blanket contractual, broad form property damage, and personal injury.

5.2 **Proof of Insurance:** Before beginning the Subcontract Work, Subcontractor shall deliver to Construction Contractor a certificate of insurance evidencing required coverage obtained by Subcontractor in accordance with the insurance conditions, or such other proof of insurance coverage as is satisfactory to Construction Contractor, acting reasonably. The provision by Subcontractor of proof of insurance coverage shall be a condition precedent to payment under the Subcontract.

5.3 **Deductibles:** The Party responsible for the matter giving rise to a claim, to the extent responsible therefor, shall be responsible and liable for the payment of deductibles under any policy of insurance under which it is an insured party or under any policy of insurance the Construction Contractor or Project Co is required to maintain (or cause to be maintained) under Schedule 25 of the Project Agreement, Attachment 25 to the Construction Contract or Schedule D. Subcontractor shall be promptly informed about any claim related to its Scope of Work prior to take any further action or communication to the insurance company.

5.4 **Performance Security:** The Subcontractor shall within ten (10) Business Days of the Effective Date or within the time specified by the Construction Contractor, provide to the Construction Contractor any required Performance Security in a form and from an issuer acceptable to Construction Contractor and in accordance with SCHEDULE D.

5.5 **IOCIP:** The Project provides certain insurance policies that have been arranged through the IOCIP program, including "Wrap-Up" Commercial General Liability and Non-Owned Automobile Liability coverage as well as Project Specific Professional Liability coverage. This coverage extends to subcontractors and suppliers of any tier pursuant to certain restrictive conditions. Further details of the coverages provided under the IOCIP program are available to the Subcontractor upon request. It is the responsibility of the Subcontractor to: A) satisfy itself as to the adequacy of such insurance policies in relation to this Subcontract; and B) acquire its own additional insurance should the Subcontractor deem the deductibles to be too large or coverage to be inadequate.

6. WARRANTY

6.1 **Term:** Subcontractor shall correct, at its own cost and expense:

- (a) any Subcontract Work which is found by Construction Contractor, Project Co or Owner not to comply with the requirements of the Construction Contract;
- (b) any deficiency, defect or error in the Subcontract Work or non-compliance with the requirements of this Subcontract, including any structural, mechanical, electrical and other performance standards set out in the Schedule A;

discovered prior to the end of the Warranty Period. In addition, Subcontractor shall at its own cost and expense correct and make good any failures, deficiencies, defects or errors described in paragraphs (a) and (b) of this GC that could not reasonably have been ascertained by a competent person in accordance with Good Industry Practice during a visual inspection of the Subcontract Work prior to the end of the Warranty Period ("**Subcontractor Latent Defect**"), provided either Project Co or Construction Contractor gives Subcontractor Notice of the Subcontractor Latent Defect

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 13 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

within the time frame applicable to such Subcontractor Latent Defect pursuant to the Construction Contract (the "**Latent Defect Liability Period**").

6.2 Performance of Warranty Work: Subcontractor acknowledges that the timely performance of warranty work is critical to the ability of the Construction Contractor to comply with the terms of the Construction Contract. Subcontractor further acknowledges that if Construction Contractor is unable to obtain the corrective work from the Subcontractor within such time period required by Project Co or the Owner, then the Construction Contractor, Project Co or the Owner may take such steps as are reasonable and appropriate to correct such defects, deficiencies or non-compliant items in the Subcontract Work, at Subcontractor's sole cost and expense. Subcontractor may request proof of cost for the completion of the warranty work. Subcontractor acknowledges that access to the Site to perform warranty work may be subject to such limitations as may be imposed by Construction Contractor. Subcontractor further acknowledges that if in the absolute discretion of the Construction Contractor it is not expedient to correct defective, deficient, or non-compliant work as provided in the Subcontract, the Construction Contractor may deduct from the amount otherwise due to the Subcontractor the value of such work as is necessary to correct any non-compliance.

6.3 Damage: Subcontractor shall, at its own cost, correct or pay for any damage to other aspects of the Project to the extent resulting from any corrections which Subcontractor makes under this warranty.

6.4 Continuing Effect: Substantial Completion of the Project under the Construction Contract and final payment to Subcontractor, do not relieve Subcontractor from its responsibility under this warranty. This GC 6 survives termination of this Subcontract, howsoever arising.

7. SCHEDULE

7.1 Subcontract Schedule: Time is to be considered of the essence under this Subcontract. Subcontractor agrees to perform the Subcontract Work in accordance with the Construction Contractor's overall schedule (to the extent provided to the Subcontractor) and the subcontract schedule attached in Schedule C (the "**Subcontract Schedule**") including achieving key milestones within the date specified for each key milestone in Schedule C. Subcontractor shall upon execution of this Agreement, and periodically as requested by Construction Contractor, within five (5) Business Days of the request, provide a schedule (in its native electronic format) for performing the Subcontract Work that corresponds with the Subcontract Schedule, and which shall: i) conform with the Construction Contractor's overall schedule; ii) be in a format acceptable to the Construction Contractor; iii) be manpower and cash loaded; iv) indicate key delivery dates; and v) demonstrate the interrelationship with the work of the Construction Contractor and any of its, Project Co's or Owner's other subcontractors. Any impacts on the Construction Contractor resulting from the Subcontractor failing to comply with the Subcontract Schedule shall be borne by the Subcontractor.

7.2 Notices Respecting Subcontract Schedule: Within three (3) Business Days of becoming aware of any facts or conditions which may affect Subcontractor's ability to maintain the Subcontract key milestones set out in Schedule C, Subcontractor shall provide Notice to Construction Contractor promptly of such facts or condition. To the extent that the Construction Contract or the Interface Agreement has notice requirements, Subcontractor shall provide all related Notices to Construction Contractor at least two (2) Business Days in advance of the time required for Construction Contractor to provide such notice under the Construction Contract or the Interface Agreement.

7.3 Subcontract Schedule Recovery: If Subcontractor does not maintain the progress necessary to comply with the Subcontract and the Subcontract Schedule, Construction Contractor may request that Subcontractor put forward within five (5) Business Days of such request a plan (a "**Recovery Plan**") pursuant to which the Subcontractor will accelerate the remaining Subcontract Work in the manner necessary to comply with the Subcontract Schedule, all at Subcontractor's cost. Following Construction Contractor's approval of the Recovery Plan, it shall be included as a term of this Subcontract. If the Subcontractor thereafter does not maintain the progress necessary to comply with the Recovery Plan, or fails to provide a Recovery Plan, in addition to those rights and remedies provided by law and under the Subcontract, Construction Contractor may upon two (2) Business Days' Notice: i) order that Subcontractor take such actions as Construction Contractor deems necessary to maintain the progress required by the Subcontract and the Subcontract Schedule, which actions may include the supply of additional labour, the provision of additional hours of Subcontract Work or the furnishing of additional equipment, all at Subcontractor's expense; or ii) employ Construction Contractor's own labour forces or direct other subcontractors to supplement or replace Subcontractor's forces, with any associated additional expenses incurred by the Construction Contractor being payable by Subcontractor to Construction Contractor.

7.4 Reports: Subcontractor shall submit Subcontract Schedule updates to Construction Contractor weekly or as otherwise requested by the Construction Contractor and shall, upon Construction Contractor's instruction, provide such updated Subcontract Schedule in its native electronic format. In addition to the foregoing, Subcontractor shall provide

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 14 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

such other ad hoc reports and/or schedules (in whatever level of detail) as may be necessary to allow the Construction Contractor to adequately monitor and assess the progress of the Subcontract Work.

7.5 Monthly Schedule: Following agreement of the Subcontract Schedule, the Subcontractor shall submit a monthly schedule to the Construction Contractor no later than the seventh day of each month which shall:

- (a) provide an update of the Subcontract Schedule, with the initial Subcontract Schedule as a baseline;
- (b) show a comparison of actual and planned progress;
- (c) identify any delays or problems affecting progress of the Subcontract Work; and
- (d) show measures to be taken by the Subcontractor to overcome any delays or problems affecting progress of the Work.

7.6 Weekly Schedule: Following mobilization to Site, the Subcontractor shall submit a weekly schedule to the Construction Contractor no later than the end of the day each Monday of the following week which shall:

- (a) report on the progress and completion of activities in the preceding week;
- (b) provide a three week look ahead on upcoming activities;
- (c) include planned and actual start and completion dates;
- (d) include all significant activities and resources; and
- (e) identify any delays or problems affecting progress of the Subcontract Work.

8. TERMINATION

8.1 Termination by Construction Contractor:

8.1.1 Termination for Convenience: Construction Contractor may, at any time and at its sole discretion, terminate the Subcontract (in its entirety or in part) for convenience, in which case Subcontractor shall, upon and subject to instruction from Construction Contractor, commence an orderly wind-down of the Subcontract Work and make all reasonable efforts to minimize costs of such wind-down and any third-party cancellation charges. Subcontractor shall immediately advise Construction Contractor of all sub-subcontracts and Construction Contractor may, at its sole discretion, take assignment of same. Subcontractor's sole compensation in the event of termination under this GC 8.1.1 shall be limited to:

- (a) subject to the Subcontract Documents, the pro rata share of the Subcontract Price reflecting the portion of the Subcontract Work actually performed and verified up to the date of termination;
- (b) reasonable third-party cancellation charges, provided Construction Contractor has been advised and agreed to such charges prior to cancellation; and
- (c) reasonable demobilization charges, provided Construction Contractor has been advised and approved of such charges prior to demobilization.

8.1.2 Termination for Cause: Subject to GC 8.1.3, Construction Contractor may give the Subcontractor Notice that the Subcontractor is in default of its obligations under this Subcontract ("**Default**") upon the occurrence of any of the following:

- (a) the Subcontractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the Subcontractor's insolvency, or if a receiver is appointed because of the Subcontractor's insolvency;
- (b) the Subcontractor fails to comply with the requirements of GC 3.5;
- (c) the Owner or Project Co directs the Construction Contractor to remove Subcontractor from the Site;
- (d) the Subcontractor causes the Construction Contractor to be in breach or default of the Construction Contract;
- (e) the Subcontractor breaches GC 12.4;
- (f) any breach of the representations provided by Subcontractor pursuant to GC 3.9;
- (g) the Subcontractor is in breach of GC 12.35;

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 15 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

- (h) [Intentionally Deleted];
- (i) provided that Construction Contractor is not in default of payment obligations under the Subcontract, the Subcontractor allows a written notice of lien to be given, or a claim for lien or an Encumbrance to be filed by any sub-subcontractor, material supplier or worker claiming under or through Subcontractor against title to the Project or the Site, which notice, claim for lien or Encumbrance is not withdrawn, discharged, released or vacated in accordance with GC 9.8. For clarity, Construction Contractor shall not be deemed to be in default of its payment obligations under this Subcontract where Subcontractor is in breach of any of its obligations under this Subcontract;
- (j) Subcontractor fails, after five (5) Business Days' Notice by Construction Contractor, to supply enough properly trained workmen or materials to the Project;
- (k) if, in the absolute discretion of Construction Contractor acting reasonably, Subcontractor neglects to prosecute the Subcontract Work properly or otherwise fails materially to comply with the requirements of the Subcontract to a substantial degree;
- (l) Subcontractor fails to comply with the requirements of GC 3.5;
- (m) the Construction Contractor reasonably believes that the Subcontractor's financial position is insufficient to complete the Subcontract Work as required by the Subcontract, and either (i) Subcontractor refuses to provide evidence of its financial position upon demand by Construction Contractor or (ii) where Subcontractor provides evidence of its financial position to Construction Contractor, Construction Contractor reasonably concludes that the Subcontractor's financial position is insufficient to complete the Subcontract Work as required by the Subcontract;
- (n) the Construction Contractor reasonably believes that the Subcontractor is not making sufficient progress in the performance of the Subcontract Work and is thereby causing or threatening to cause delay in the general progress of the Project or will not be able to complete its Subcontract Work in accordance with the Subcontract Schedule;
- (o) if any labour dispute affecting the performance of the Subcontract Work remains unresolved for five (5) Business Days. A labour dispute shall include any dispute, disruption, strike, cessation or work, refusal to work or continue work as directed by Subcontractor, or any slow-down or activity which restricts or limits or may limit the progress of the Subcontract Work, picketing or activity in support of pickets at the Site or any lockout involving Subcontractor;
- (p) the Subcontractor commits a Prohibited Act; or
- (q) the Subcontractor is in material breach of any provision of this Subcontract.

8.1.3 Non-curable Events of Default: With respect to a Default arising under GC 8.1.2(a) only, the Subcontract may in the Constructor Contractor's sole discretion and without notice be deemed to be terminated upon the appointment of a receiver. With respect to any Default arising under GC 8.1.2(a) though 8.1.2(h), Construction Contractor may immediately, without prejudice to any other right or remedy the Construction Contractor may have, terminate the Subcontractor's right to continue with the Subcontract Work in whole or in part, terminate the Subcontract, accelerate the Subcontract Work in accordance with GC 7.3, or suspend the Subcontract Work in whole or in part by giving the Subcontractor or receiver or trustee in bankruptcy, as applicable, Notice to that effect. The Construction Contractor's entitlement to invoke any of its rights under this provision shall be absolute and final and exercisable by the Construction Contractor in its sole discretion.

8.1.4 Curable Events of Default:

- (a) This GC 8.1.4 applies to all events of Default except those to which GC 8.1.3 applies.
- (b) The Construction Contractor may give the Notice that the Subcontractor is in Default of the Subcontractor's contractual obligations hereunder. Such Notice shall instruct the Subcontractor to correct the Default within four(4) Business Days immediately following the date of such Notice, or such lesser period as may be required to ensure the Construction Contractor is able to meet its obligations under the Construction Contract.
- (c) If the Default cannot be corrected in the time specified in GC 8.1.4(b) or in such other time period as may be subsequently agreed in writing by the Parties, the Subcontractor shall be in compliance with the Construction Contractor's instructions if the Subcontractor:

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 16 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

- (i) commences the correction of the Default within the specified time, and
- (ii) provides the Construction Contractor within the time specified in 8.1.4(b) with a schedule acceptable to the Construction Contractor for such correction, and
- (iii) corrects the Default in accordance with the Subcontract terms and with such schedule.
- (d) If the Subcontractor fails to correct the Default in the time specified above or in such other time period as may be subsequently agreed in writing by the Parties, or the Subcontractor fails to correct the Default to the satisfaction of the Construction Contractor, without prejudice to any other right or remedy the Construction Contractor may have, the Construction Contractor may:
 - (i) correct such Default and deduct the cost thereof from any payment then or thereafter due to the Subcontractor, or
 - (ii) terminate the Subcontractor's right to continue with the Subcontract Work in whole or in part, or terminate the Subcontract. The Construction Contractor's entitlement to so terminate shall be absolute and unconditional and exercisable by the Construction Contractor in its sole discretion.

8.1.5 Suspension of Subcontract Work or Termination of Subcontract: Construction Contractor may suspend performance of the Subcontract Work or terminate this Subcontract for the reasons and on the same basis as that set out in the Construction Contract, *mutatis mutandis*, provided that where a cure period or notice period is specified in the Construction Contract, for the purposes of this Subcontract, the cure period or notice period will be reduced to a whole number of days that is not more than two-thirds of that specified in the Construction Contract.

8.1.6 Termination of Construction Contract: In the event that the Construction Contract is terminated for any reason, Construction Contractor may immediately terminate this Subcontract and Construction Contractor shall have no liability to Subcontractor arising from or relating to the termination of this Subcontract except: i) to the extent that Construction Contractor is able to recover compensation or damages from a third party in connection therewith, in which case Subcontractor's entitlement shall be solely pursuant to Equivalent Project Relief and the Construction Contractor will use commercially reasonable efforts to pursue any claims of the Subcontractor in relation thereto; or ii) where the Construction Contract was terminated because of a default by Construction Contractor that was not caused or contributed to by Subcontractor, then the Subcontractor shall be entitled to a pro rata share of the Subcontract Price reflecting the portion of Subcontract Work performed up to the date of termination and the direct costs incurred by the Subcontractor as a result of such termination, subject to the Subcontractor providing reasonable evidence of such costs, provided that in no case shall Subcontractor be entitled to claim for loss of profits for the unperformed portion of the Subcontract Work, loss of opportunity, special or consequential damages arising from or related to such termination.

8.1.7 Consequences of Termination:

- (a) Without limiting the generality of any other provision of this Subcontract or the Construction Contractor's rights under law, if Construction Contractor terminates Subcontractor or Subcontractor's right to continue with the Subcontract Work, in whole or in part, as provided in GC 8.1.2, GC 8.1.3, or GC 8.1.4, Construction Contractor shall be entitled to:
 - (i) take possession of the Subcontract Work and Products at the Site;
 - (ii) finish the Subcontract Work by whatever method the Construction Contractor may consider expedient, but without undue delay or expense, at the cost of Subcontractor;
 - (iii) withhold further payment to Subcontractor until the Project is completed;
 - (iv) use, retain and enforce any security provided by Subcontractor pursuant to GC 5.4;
 - (v) charge Subcontractor for all legal fees and other expenses incurred by Construction Contractor in connection with such termination on a full indemnity basis; and
 - (vi) at Construction Contractor's option, take assignment of any sub-subcontract upon Notice to Subcontractor and the respective sub-subcontractor, and Subcontractor shall execute any agreements necessary to evidence such assignment.
- (b) The Subcontractor's obligation under the Subcontract as to indemnification, liability, quality, correction and warranty of the work performed by the Subcontractor up to the date of termination shall continue after such termination.

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 17 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

- (c) The Subcontractor, upon receiving notice of termination from the Construction Contractor, shall suspend all operations as soon as reasonably possible except for work which, in the Subcontractor's opinion, is necessary for the safety of personnel and for the care and preservation of the Subcontract Work, the materials and plant. Subject to any directions in the notice of termination, the Subcontractor shall immediately discontinue ordering materials, facilities, and supplies and make every reasonable effort to delay delivery of existing orders and, in the event of termination, to cancel existing orders on the best terms available.
- (d) In the event that Construction Contractor invokes its right to terminate this Subcontract, subject to GC 9.3 and any rights of set-off and back-charge that Construction Contractor may have, Subcontractor's entitlement to damages arising from such termination, if any, and subject to Construction Contractor's pro rata share of negligence (if any), shall be limited to compensation upon total completion of the Project by Construction Contractor for Subcontractor's direct site costs, unless otherwise agreed in writing, incurred to perform the Subcontract Work prior to the date of termination, provided that (a) the Subcontractor provides reasonable evidence of such costs and (b) such costs do not exceed the amount of compensation received by the Construction Contractor for such work.

8.1.8 Entitlement of Subcontractor: Subject to any rights of set-off and back-charge that Construction Contractor may have, including pursuant to GC 8.1.7, following termination pursuant to GC 8.1.2, GC 8.1.3, or GC 8.1.4, Subcontractor shall be entitled, upon total completion of the Project by Construction Contractor, to compensation for its direct site costs, unless otherwise agreed in writing, incurred to perform the Subcontract Work prior to the date of termination, subject to (a) Subcontractor providing reasonable evidence of such costs and (b) such costs not exceeding the amount of compensation received by Construction Contractor for such work.

8.1.9 Obligations in Termination: For certainty, in the event the Subcontract is terminated, the Subcontractor shall comply with all applicable obligations contained in Construction Contract in respect of termination.

8.2 Termination by Subcontractor:

8.2.1 If Construction Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the Construction Contractor's insolvency, or if a receiver is appointed because of Construction Contractor's insolvency, Subcontractor may, without prejudice to any other right or remedy Subcontractor may have, terminate the Subcontract by giving Construction Contractor or the receiver or trustee in bankruptcy Notice to that effect.

8.2.2 Subcontractor may give Notice to Construction Contractor that Construction Contractor is in default of the Construction Contractor's contractual obligations if Construction Contractor fails to pay Subcontractor in accordance with Schedule B and the Subcontract Documents.

8.2.3 Subject to the requirements of the Construction Contract, Subcontractor's Notice to Construction Contractor provided under GC 8.2.2 shall advise that if the default is not corrected within twenty (20) Business Days following the receipt of the Notice, Subcontractor may, without prejudice to any other right or remedy Subcontractor may have, suspend the Subcontract Work. If such default is not corrected within a further twenty (20) Business Days, Subcontractor may terminate the Subcontract by giving further Notice thereof.

8.2.4 If Subcontractor terminates the Subcontract pursuant to GC 8.2.3, Subcontractor shall be entitled to be paid for all Subcontract Work performed to the date of termination including any reasonable demobilization cost, subject to set-off as provided for herein.

9. LIABILITY

9.1 Relief and Compensation: The Parties agree that it is their mutual intent that Construction Contractor not incur for its own account and without recourse to Subcontractor any obligation or liability under or in relation to the Subcontract Work, other than the provision of certain contract administration services, and Subcontractor shall not, except as expressly set forth herein, become entitled under or in relation to this Subcontract to any compensation in addition to the Subcontract Price, any extension of time for performance of the Subcontract Work, or any damages or other relief of any kind whatsoever under or in relation to this Subcontract, except to the extent paid, granted or given to Construction Contractor under the Construction Contract.

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 18 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

9.2 Indemnity:

- 9.2.1 Subcontractor shall be liable for, and shall indemnify and hold harmless Construction Contractor and its affiliates and their respective directors, officers and employees ("**Indemnified Persons**") from and against, all Claims, including all claims made by Project Co against Construction Contractor under or relating to the Construction Contract, and by Service Provider against Construction Contractor under the Interface Agreement, and all arbitration awards and judgements against the Indemnified Persons in respect thereof, to the extent caused by or arising out of the performance, non-performance or breach of this Subcontract including any failure of Subcontractor to perform and observe its obligations under this Subcontract, or any act or omission, whether or not negligent, of Subcontractor, its subcontractors of any tier, or their respective directors, officers, agents or employees, in relation to the Project, except only to the extent caused solely by the wrongful act or neglect of Construction Contractor.
- 9.2.2 Subcontractor shall also indemnify Construction Contractor to the same extent as Construction Contractor has indemnified Project Co in the Construction Contract in respect of the Subcontract Work.
- 9.2.3 The Subcontractor further agrees to indemnify the Construction Contractor for any deductible value payable by the Construction Contractor with respect to any project-specific insurance policy placed by the Construction Contractor, Project Co and/or the Owner, where the claim triggering the deductible value under the applicable policy is caused by or arises out of the performance or non-performance of this Subcontract by the Subcontractor. This indemnity survives termination of this Subcontract, howsoever arising. Construction Contractor shall give Subcontractor prompt Notice of any claim by Owner, Project Co or any other third party in relation hereto, with reasonable particulars.

9.3 Limitations on Liability

- 9.3.1 The maximum aggregate liability of the Subcontractor under the Subcontract, or otherwise in connection with the Subcontract Work shall be limited to an amount equal to 100% of the Subcontract Price, which is inclusive of the LD Subcap (the "Liability Cap").
- 9.3.2 The Liability Cap shall not apply to, nor shall the calculation thereof include:
- (a) any liabilities or obligations to the extent that:
 - (i) the amount thereof is paid from the proceeds of insurance maintained by the Owner or Project Co or maintained or required to be maintained by Construction Contractor under the Construction Contract; or
 - (ii) the amount is paid by Subcontractor and subsequently recovered by the Subcontractor from an insurer (up to the amounts of insurance that the Subcontractor is required to maintain pursuant to this Subcontract) or any other third party; or
 - (iii) any amount described in GC 9.3.2(a)9.4(a) (i) or (ii) or 9.4 that would have been recovered through insurance if Subcontractor had maintained the coverage required to be maintained by it under the Subcontract or if Subcontractor had otherwise complied with its obligations under any applicable insurance policy and diligently pursued the relevant insurance claim;

provided that, to the extent that amounts described in GC 9.3.2(a)(i) or (ii) are recoverable by Subcontractor through insurance with respect to a liability or obligation of Subcontractor to Construction Contractor, but such insurance proceeds have not actually been recovered by Subcontractor as at the date that a claim of Construction Contractor is finally determined, Subcontractor shall, at the request of Construction Contractor, assign to Project Co all rights to receive such insurance proceeds.

- (b) liabilities that arise out of third-party claims (other than from Project Co, the Owner or any other CC Party) associated with the Subcontract Work or the performance by Subcontractor or anyone for whom the Subcontractor is responsible of any obligations under the Subcontract (including, without limitation, any third-party claims for any damage or destruction of property, death or personal injury or third-party Intellectual Property);
- (c) liabilities that arise out of abandonment, wilful misconduct or fraud of the Subcontractor or anyone for whom Subcontractor is responsible at law;
- (d) fines and penalties under statute or any costs incurred by Construction Contractor, Project Co or the Owner in complying with statutory obligations that arise out of any breach by Subcontractor of any

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 19 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

applicable laws, regulations, or rules or guidelines having the force of law (including breaches relating to workman's compensation, employment or health and safety laws or regulations);

- (e) any reasonable amount incurred by Construction Contractor in enforcing any claim against Subcontractor under or in connection with the Subcontract, including the enforcement of any performance security available to Construction Contractor; or
- (f) any liabilities or obligations to the extent that the amount is paid by the Subcontractor and subsequently recovered by the Subcontractor from any third party (other than an entity providing insurance).

9.4 No Consequential Damages: Notwithstanding any other provision of this Subcontract, in no event shall a Party be liable to the other Party under this Subcontract, whether due to breach of contract, tort (including negligence), strict liability, or otherwise, for loss of anticipated bonding capacity, revenues or profits, damages by reason of loss of business reputation or opportunities, or for any special, exemplary, punitive, incidental or consequential loss or damage of any nature arising at any time or from any cause whatsoever, except for the following:

- (a) any amounts recoverable from any available insurance (or that would have been recoverable but for a failure of the Subcontractor to obtain and maintain required insurance or a loss of coverage due to the acts or omissions of the Subcontractor);
- (b) any damages to which Construction Contractor becomes exposed pursuant to the Construction Contract as a result of Subcontractor's acts or omissions;
- (c) any damages of any third party, howsoever comprised; or
- (d) amounts that arise from fraud, fraudulent misrepresentation, wilful misconduct, corruption or the criminal conduct of employees, officers, directors of a Party.

For greater certainty, any damages levied by the Owner and/or Project Co in relation to the Subcontract Work will not be considered consequential damages and Subcontractor will remain liable for such damages.

9.5 Mitigation: Each Party shall use commercially reasonable efforts to mitigate any damages it suffers in respect of this Subcontract.

9.6 Set-Off: Without abrogating or waiving Construction Contractor's other rights, in the event Subcontractor fails to promptly honour the terms of any provision of the Subcontract upon demand by Construction Contractor, the Construction Contractor or its affiliates may set-off against any monies otherwise due to Subcontractor by Construction Contractor.

9.7 Deficiency Holdback: In addition to Construction Contractor's right of set off under GC 9.6, Construction Contractor may retain a holdback from Subcontractor equivalent to one and a half (1.5) times the value of deficiencies and the cost to complete such portions of the Subcontract Work including any financial deductions (the "**Deficiency Holdback**"). Payment of the Deficiency Holdback shall only become due upon completion or correction of the said work as certified by Construction Contractor or its agent. Failure to complete the Subcontract Work will result in Construction Contractor applying the Deficiency Holdback towards the costs of its employees or others completing or correcting the said work.

9.8 Encumbrances & Liens:

9.8.1 Subcontractor shall cause any and all Encumbrances, construction liens, certificates of action and written notices of lien relating to the Subcontract Work sent, registered or preserved, as the case may be, by any sub-subcontractor, supplier, Subcontractor's employees, or any other party to whom the Subcontractor is or may be responsible at law, to be terminated, removed, vacated or discharged within five (5) Business Days, or sooner if so required by the Construction Contract, of the date of registration or preservation, all at the Subcontractor's sole expense.

9.8.2 If the Subcontractor fails to comply with the requirements of GC 9.8.1 then the Construction Contractor may, at its sole option, have any Encumbrance or lien terminated, removed, vacated or discharged and, in accordance with GC 9.6, may set-off and deduct from any amount owing to the Subcontractor all costs and expenses of so doing, and of defending any related action, including the costs of cash, letter of credit or bond as security, and legal fees and disbursements on a full indemnity basis. If there is no amount owing by the Construction Contractor to the Subcontractor, then the Subcontractor shall immediately upon demand reimburse the Construction Contractor for all of the said costs and expenses of so doing.

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 20 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

9.9 Liquidated Damages

9.9.1 If the Subcontractor has not achieved key milestones by the dates listed in Schedule C, then the Subcontractor shall pay to the Construction Contractor a per diem amount equal to:

- (a) \$5,000 per diem for each day the Subcontractor has not achieved a key milestone date within the date indicated in Schedule C ("Delay Liquidated Damages"),

in each case for the period from the day after the key milestone date indicated in Schedule C until the earlier to occur of:

1. the key milestone date;
2. the date this Agreement is terminated; or
3. the date on which the Delay Liquidated Damages Subcap (as defined below) has been met.

9.9.2 Construction Contractor and Subcontractor agree that the Delay Liquidated Damages are not a penalty but represent a genuine and reasonable pre-estimate of the damages that Construction Contractor will suffer as a result of the happening of the specified event, and which the Subcontractor agrees with Construction Contractor that it would be difficult or impossible to quantify upon the happening of the specified event. The Subcontractor agrees with Construction Contractor that Delay Liquidated Damages shall be payable whether or not Construction Contractor incurs or mitigates damages, and that Construction Contractor shall not have any obligation to mitigate any such damages. The Subcontractor agrees with Construction Contractor that it has taken into account the Delay Liquidated Damages in the Subcontract Price, that the Delay Liquidated Damages are integral to the provisions of this Subcontract, and that Construction Contractor has relied on the Delay Liquidated Damages in entering into this Subcontract. Delay Liquidated Damages shall be the only damages payable by the Subcontractor in respect of delay, and are in lieu of any and all damages that may be claimed by Construction Contractor for delay payments in respect of which shall be in addition to Delay Liquidated Damages payable under this Section 9.

9.9.3 Where Delay Liquidated Damages are incurred by Subcontractor, the Subcontract shall pay such amounts to Construction Contractor on the 6th to last Business Day of each calendar month. In the event that such amounts are not paid within five (5) Business Days of such payment date, Construction Contractor will have rights to set-off against any amounts due or coming due to the Subcontractor or to draw on any Performance Security outlined in Schedule D to satisfy such payment obligation.

9.9.4 The aggregate liability of the Subcontractor to Construction Contractor in relation to Delay Liquidated Damages will be limited to an amount equal to 10% of the Subcontract Price (the "Delay Liquidated Damages Subcap"). For greater certainty, the Delay Liquidated Damages Subcap is a subset of the Liability Cap set out in Section 9.3.1 above

10. CHANGES, EXTENSIONS OF TIME AND CLAIMS

10.1 **Supplemental Instructions:** During the progress of the Subcontract Work, Construction Contractor may furnish Supplemental Instructions to the Subcontractor with reasonable promptness, or in accordance with a schedule for such instructions agreed to by Construction Contractor and Subcontractor, to supplement the Subcontract Documents as required for the performance of the Subcontract Work. Supplemental Instructions do not entitle Subcontractor to any changes in the Subcontract Price or Subcontract Schedule. The Subcontractor shall comply with the Supplemental Instruction, notwithstanding its right to allege that the Supplemental Instruction gives rise to an entitlement; in such a case the Subcontractor shall fully comply with GC 10.4.

10.2 **Changes:** Construction Contractor may, without invalidating the Subcontract, make changes in the Subcontract Work consisting of additions, deletions, or other revisions to the Subcontract Work and/or the Subcontract Schedule by issuing a Change Order or Change Directive. Such Change Order or Change Directive shall be issued in accordance with either GC 10.6 (Back-to-Back Changes) or GC 10.7 (Changes by Construction Contractor).

10.3 **No Unauthorized Changes:** The Subcontractor shall not perform a change in the Subcontract Work without a Change Order or Change Directive. Any work deviating from the Subcontract Work performed by Subcontractor without a Change Order or a Change Directive shall be at the Subcontractor's cost.

10.4 **Notice of a Subcontractor's Claim:** Subcontractor shall provide Construction Contractor with Notice within three (3) Business Days (or such shorter time as required of Construction Contractor pursuant to the Construction

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 21 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

Contract) of becoming aware of any matter that could result in an increase in the Subcontract Price and/or an extension to the Subcontract Schedule, or could impact the performance of the Construction Contractor or other trades on the Project (a "**Subcontractor's Claim Notice**"). Subcontractor shall provide the Subcontractor's Claim Notice prior to performing any Subcontract Work that is the subject of the Subcontractor's Claim (defined below). The Subcontractor's Claim Notice provide a clear understanding of the nature and basis and quantum of the forthcoming Subcontractor's Claim and shall in all cases be sufficiently detailed and timely to preserve Construction Contractor's ability to mitigate the impact of the Subcontractor's Claim. The Construction Contractor shall within five (5) Business Days agree to the basis of the Subcontractors Claim and provide direction as to how to proceed, instruct the Subcontractor to stop work pending a resolution of the events surrounding them claim, or direct the Subcontractor to proceed with and track the work notwithstanding the Construction Contractors disagreement about entitlement. Failure of the Construction Contractor to reply to the Subcontractor's Claim Notice within five (5) Business Days does not constitute acceptance. Upon realization of the event for which the Subcontractor is claiming under the Subcontractor's Claim notice, the Subcontractor shall submit within five (5) Business Days a claim (a "**Subcontractor's Claim**") providing the nature, basis, quantum, and all supporting documentation. Within fifteen (15) Business Days of Construction Contractor being served with Notice of such Subcontractor's Claim, Construction Contractor shall determine whether the Subcontractor's Claim entitles Subcontractor to a Change Order in accordance with GC 10.6 or GC 10.7. In the event the Subcontractor does not agree with the Construction Contractor's determination the Subcontractor shall have ten (10) Business Days to provide a notice invoking GC 11 - DISPUTE RESOLUTION.

10.5 Waiver: Failure by Subcontractor to comply strictly with the notice requirements in GC 10.4 shall be deemed to prejudice Construction Contractor and shall constitute a waiver of any Subcontractor's Claim.

10.6 Back-to-Back Changes: Where a Change Order, Change Directive or Subcontractor's Claim results from a CC Variation or CC Variation Directive issued by Project Co to the Construction Contractor pursuant to the Construction Contract (i.e. Construction Contractor is flowing down instructions ordered by Project Co), or events arising from a default of the Owner or Project Co or the negligent or wilful acts or omissions of other parties outside the control of the Construction Contractor, or events for which Construction Contractor is contractually entitled to compensation from Project Co pursuant to the Construction Contract, the valuation, process and payment of the work with respect to such Change Order, Change Directive or Subcontractor's Claim, or the other events aforesaid shall be on a back-to-back basis with the valuation, process and payment of the CC Variation or CC Variation Directive under the Construction Contract and the Subcontractor's sole entitlement shall be pursuant to Equivalent Project Relief.

10.7 Changes by Construction Contractor: This GC 10.7 shall apply: i) where the Construction Contractor wishes to make a change to the Subcontract Work not captured by GC 10.6; or ii) subject to GC 10.4, if Subcontractor can demonstrate to Construction Contractor's satisfaction that its ability to perform the Subcontract Work in accordance with the Subcontract and the Subcontract Schedule has been materially adversely impacted by the default of the Construction Contractor under this Subcontract or a negligent act or omission of the Construction Contractor or another subcontractor retained by the Construction Contractor, provided that such event is not captured by GC 10.6 and has not been caused or contributed to by the Subcontractor.

10.7.1 Mitigation: The Subcontractor shall at all times use commercially reasonable efforts to cure or mitigate any impacts of events captured by this GC 10.7.

10.7.2 Changes: Construction Contractor shall provide Subcontractor with a written description of the proposed change in the Subcontract Work. Subcontractor shall within three (3) Business Days of receipt thereof, present a method of adjustment or an amount of adjustment for the Subcontract Price, if any, in accordance with GC 10.7.4 and GC 10.7.5 and the adjustment to the Subcontract Schedule, if any, for the proposed change in the Subcontract Work.

10.7.3 Change Directive: If Construction Contractor requires Subcontractor to proceed with a change in the Subcontract Work prior to Construction Contractor and Subcontractor agreeing upon the corresponding adjustment in Subcontract Price and to the Subcontract Schedule, Construction Contractor shall issue a Change Directive. Upon receipt of a Change Directive, Subcontractor shall proceed promptly with the change in the Subcontract Work and, subject to GC 10.6, the following shall apply:

- (a) The adjustment in the Subcontract Price for the Subcontract Work carried out by way of a Change Directive shall be determined on the basis of the Subcontractor's actual cost (net of any savings) resulting from performing the instructions set out in the Change Directive plus a fixed percentage covering the Subcontractor's overhead and profit on such costs as set out in Schedule B (Subcontract Price and Payment);

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 22 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

- (b) The Subcontractor shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the change attributable to the Change Directive and shall provide the Construction Contractor with copies thereof when requested, including daily manpower and equipment reports; and
- (c) Pending agreement on a full Change Order, only the portion of the Subcontract Work performed as the result of a Change Directive that is captured on a partial Change Order is eligible to be included in applications for payment.

10.7.4 Valuation of Changes: The valuation of any change in the Subcontract Work pursuant to this GC 10.7 for a Change Order shall be determined upon agreement of the Parties by one or more of the following methods:

- (a) Estimate and acceptance in a lump sum, subject to back-up documentation by Subcontractor;
- (b) Actual cost of the Subcontract Work (net of any savings) plus a fixed percentage covering the Subcontractor's overhead and profit on additional work as set out in Schedule B (Subcontract Price and Payment); or
- (c) Unit prices, where unit prices have been specifically quoted, as set out in Schedule B (Subcontract Price and Payment).

Valuations included for any change in the Subcontract Work shall include all miscellaneous costs including but not limited to additional Performance Security and Insurance, office overheads, and site overheads.

10.7.5 Extension of Time: The time fixed for the completion of that portion of the Subcontract Work which is impacted by the event giving rise to a change pursuant to this GC 10.7 shall be extended for a period equivalent to the time lost by reason of any of the causes aforesaid, and/or the Subcontractor and Construction Contractor shall agree on a plan to accelerate performance of the Subcontract Work in which case the Subcontractor shall be entitled reasonable additional direct costs, unless otherwise agreed in writing, actually incurred by such acceleration. Any changes to the Subcontract Schedule must be captured on the Change Order, or it shall be considered that the Change Order has not impacted the Subcontract Schedule.

10.7.6 Agreement of Change Order: When Construction Contractor and Subcontractor agree to the terms and conditions flowing from a change, such agreement shall be recorded in a Change Order executed by both Parties and shall represent full and final compensation and relief for all events and claims giving rise to such Change Order. The value of the work performed as a result of a Change Order shall be included in the monthly application for payment which shall be payable in accordance with GC 4.7. All adjustments in Subcontract Price and/or extension of time granted under a Change Order shall represent all costs and time adjustments, whether direct or indirect, of any and all changes to the Subcontractor Work and is considered a full and final settlement.

10.7.7 HST for Change Orders: All Change Orders or costs forming a Change Directive shall exclude HST and the applicable HST shall be listed separately thereon.

10.7.8 Disputes: For claims by Subcontractor for adjustment to the Subcontract Price or Subcontract Schedule captured by this GC 10.7, the Parties shall attempt to agree to a Change Order. In the event the Parties fail to so agree, either Party may invoke GC 11 - DISPUTE RESOLUTION.

10.8 Change Register: The Subcontractor shall maintain and submit a summary of the status of all Change Order, Change Directives, Subcontractor's Claims, Disputes, Back-Charges, setoffs, or other pending commercial discussions between the Subcontractor and the Construction Contractor and submit the register with each payment application. Failure to provide the summary will be prejudicial to the ability of the Construction Contractor to mitigate the impacts of those issues and advance its own claims.

10.9 Waiver of Claims: Subject to any lien legislation applicable to the jurisdiction of the Site, as of the tenth (10th) calendar day before the expiry of the lien period provided by the lien legislation applicable at the Site, the Subcontractor waives and releases the Construction Contractor from all claims which the Subcontractor has or reasonably ought to have knowledge of that could be advanced by the Subcontractor against the Construction Contractor arising from or related to the Subcontract Work, except with respect to those claims for which Subcontractor has provided prior Notice in accordance with the Subcontract.

10.10 Construction Contractor Back-Charge Procedures: A Construction Contractor back-charge (a "Back-Charge") is a method by which the Construction Contractor can recover from Subcontractor all related expenses and costs incurred to correct, remedy, repair, or replace an assigned item of Subcontract Work. This includes deficiencies, malfunctions, failure of the Subcontractor to meet specifications, failure of the Subcontractor to perform any of its

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 23 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

material obligations under the Subcontract. A Back-Charge may include, , deficiencies, non-conformances, malfunctions, failure of the Subcontractor to meet specifications, and/or the failure of the Subcontractor to perform any of its material obligations under the Subcontract.

- 10.10.1 On knowledge of a possible Construction Contractor Back-Charge situation, the Construction Contractor will provide Notice to Subcontractor on the pending Back-Charge and shall request the Subcontractor's proposed method of resolution for Construction Contractor review and acceptance. Subcontractor shall respond to the Construction Contractor within **five (5)** Business Days or such time previously agreed by both parties from receipt of the Construction Contractor's Notice of Back-Charge. Whereas, Subcontractor will be offered the first opportunity to inspect and correct the condition considering any time constraints and parameters established by Construction Contractor. However, should time constraints or conditions not allow Construction Contractor the flexibility of accommodating Subcontractor's schedule to correct the condition, Construction Contractor shall act on Subcontractor's behalf without prejudice to Subcontractor's contractual obligations, including warranty provisions, in order to correct the condition.
- 10.10.2 Construction Contractor shall evaluate Subcontractor recommended methods of correction and select the method most economical and advantageous to the Construction Contractor and the Project.
- 10.10.3 As time permits, and availability of Subcontractor's authorized personnel, Construction Contractor will make reasonable attempt to obtain acknowledgement from the Subcontractor on the Construction Contractor Back-Charge Notice before any work is performed. Failure of Subcontractor to accept the Construction Contractor Back-Charge shall not constitute indemnity of Subcontractor, nor shall the Construction Contractor Back-Charge be voided as a result of Subcontractor's failure to accept. Settlement of disputed Construction Contractor Back-Charges shall be subject to GC 11 of the Subcontract.
- 10.10.4 Construction Contractor receipt of Subcontractor approved or accepted authorization for Back-Charge shall be the approval to proceed. However, failure of Subcontractor to provide such authorization shall not be a reason for Construction Contractor to delay necessary action when safety or the best interest of the Project is involved, nor excuse the Subcontractor's contractual obligations or accountability for all associated costs or liabilities.
- 10.10.5 Construction Contractor Back-Charge costs may include the following:
- (i) direct labour hours at a fully burdened rate;
 - (ii) direct costs of third party contractors, subcontractors, suppliers and material supplies;
 - (iii) direct Subcontractor Equipment usage based on current rates, plus appropriate burden to include insurance, fuel/oil/grease, preventative maintenance, etc. Subcontractor Equipment costs shall be based on actual hours Subcontractor Equipment is in use and in transit to and from the Place of the Project;
 - (iv) direct design engineering hours at a fully burdened rate;
 - (v) direct cost of 3rd party rentals, plus insurance, fuel, oil and grease (preventative maintenance) including transit to and from the Place of the Project;
 - (vi) indirect management and administrative support hours at a fully burdened rate; and
 - (vii) Construction Contractor mark-up and administrative fees, in addition to the above costs, shall not exceed and shall be applied, at Construction Contractor's discretion, at cost plus **ten per cent (10 %)**.
- 10.10.6 The method for collection of Construction Contractor Back-Charges shall be solely at the discretion of Construction Contractor and may include the following:
- (i) debit memo applied to latest Payment Application;
 - (ii) Subcontract credit amendment;
 - (iii) set-off against any other monies owed by Construction Contractor to Subcontractor;
 - (iv) direct Construction Contractor invoice for payment by Subcontractor; and
 - (v) other Construction Contractor reserved rights or remedies allowed by the Subcontract or by law.

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 24 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

11. DISPUTE RESOLUTION

11.1 Sole Remedy: The Subcontractor shall not be entitled to claim against Construction Contractor and Construction Contractor shall not be liable to Subcontractor or its suppliers or sub-subcontractors of any tier in tort (including negligence), at equity or in contract except as specifically provided in this Subcontract.

11.2 First Instance Decisions: The Construction Contractor, in the first instance, shall decide on any clarifications or questions issued in writing by the Subcontractor arising under the Subcontract and interpret the requirements therein. Such decisions shall be given in writing. With respect to any clarifications or questions for which the Owner, Project Co or their respective consultants retain the right to make binding decisions or interpretations under the Construction Contract, such decisions or interpretations shall be binding upon the Subcontractor. With respect to any clarifications or questions for which Project Co retains the right to make binding decisions or interpretations under the Construction Contract, such decisions or interpretations shall be binding upon the Subcontractor.

11.3 Disputes: Any differences between the Parties as to the interpretation, application or administration of the Subcontract or any failure to agree where agreement between the Parties is called for (a "**Dispute**"), which are not resolved in the first instance by decision of the Contractor pursuant to GC 11.2, shall be settled as follows:

11.3.1 Dispute Resolution - Construction Contract: If any claim, arbitration or legal action or proceeding is made or commenced between the Owner and Project Co under the Project Agreement and/or Project Co and Construction Contractor under the Construction Contract, and/or the Construction Contractor and the Service Provider under the Interface Agreement, relating to the Subcontract Work, or if Construction Contractor, at the request of Subcontractor, makes or commences any claim, arbitration or legal proceeding against the Owner and/or Project Co under or in relation to the Construction Contract, other than as a result of the wrongful act or neglect of Construction Contractor, then the defence and/or prosecution thereof shall be conducted by Construction Contractor, but at the sole expense and risk of Subcontractor and under the reasonable direction of Subcontractor. Furthermore, if the subject matter of a Dispute between Subcontractor and Construction Contractor under this Subcontract relates to the same or substantially the same subject matter as a dispute between Construction Contractor and Project Co under the Construction Contract, and/or Project Co and the Owner under the Project Agreement, and/or Construction Contractor and Service Provider under the Interface Agreement, then the Parties shall not pursue the Dispute as between each other hereunder and the Dispute shall be determined in accordance with the applicable dispute resolution provision in the Project Agreement, Interface Agreement or Construction Contract and the Subcontractor agrees to be fully and finally bound by the decision or agreement from such dispute resolution process and that its sole entitlement shall be Equivalent Project Relief.

11.3.2 Where a Dispute arises in relation to a matter between the Construction Contractor and the Subcontractor and is not covered by GC 11.3.1, the designated representatives of Construction Contractor and Subcontractor shall proceed in good faith and make commercially reasonable efforts to negotiate a resolution of such Dispute and, failing resolution:

- (a) The Subcontractor shall refer the Dispute to the Construction Contractor by delivering a document entitled "Notice of Dispute" to the Construction Contractor no later than five (5) Business Days from where the Subcontractor became aware of the issue giving rise to a Dispute. The Notice of Dispute shall describe information under the following headings in detail:
 - (i) Subcontract number and Subcontract description.
 - (ii) Dispute title.
 - (iii) Name of Subcontractor.
 - (iv) Notice of Subcontractor's Claim date and notice of Dispute date.
 - (v) Date on which the circumstances arose that gave rise to the Dispute.
 - (vi) Detailed description of the nature of the Dispute with dates, location, materials, and equipment involved and any other items relevant to the Dispute.
 - (vii) Relevant provisions of the Subcontract and Construction Contract which support the Dispute and the reasons these provisions are relevant.
 - (viii) Name of each official, representative, or employee of the Construction Contractor involved in or knowledgeable about the Dispute.

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 25 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

- (ix) Name of each official, representative, or employee of the Subcontractor or sub-subcontractor, supplier, or other Persons involved in or knowledgeable about the Dispute.
 - (x) Subcontract Work affected by the Dispute.
 - (xi) Claimed change from Subcontract.
 - (xii) Areas of Subcontract Work claimed to have incurred additional costs.
 - (xiii) Claimed Subcontract Schedule changes.
 - (xiv) Summary of proven actual or estimated additional costs, including direct labour, material, and equipment costs and sub-subcontractor costs of claimed changes.
 - (xv) Summary of proven indirect costs or estimated indirect costs, including standby, overhead, and impact costs of claimed changes.
 - (xvi) Copies of all supporting documentation and records of the Subcontractor.
 - (xvii) Particulars of any oral communications that support the Dispute.
 - (xviii) If the Subcontractor sought an extension of the Subcontract Schedule, the Subcontractor shall provide the particulars of the extension and the reasons therefore.
 - (xix) Any other information deemed necessary or appropriate.
- (b) The Dispute shall in the first instance be considered by the Parties at the management level, and then, failing resolution at the management level, shall be promptly referred to the senior management level (Project Director);
- (c) If the Dispute has not been resolved within thirty (30) calendar days of the commencement of such negotiations, the Parties agree to consider resolution of the Dispute through some form of confidential alternative dispute resolution (“**ADR**”) process which is mutually acceptable to the Parties. Should the Parties agree to pursue an ADR process each Party will be responsible for its own expenses including legal costs incurred to resolve the Dispute during the ADR process; and
- (d) If the Parties do not agree to an ADR process or are unable to resolve the Dispute through ADR, either Party shall then have the right to commence an action or application with respect to the Dispute in a court of competent jurisdiction, or to any other forum to which both Parties may mutually agree.

11.3.3 The Subcontractor shall in all cases proceed diligently with the Subcontract Work so as not to cause any delay in the performance of the Subcontract Work, pending final determination in accordance with this GC 11 – DISPUTE RESOLUTION. Where Construction Contractor requires Subcontractor to continue with any disputed Subcontract Work, Construction Contractor shall provide Subcontractor written direction to proceed with the disputed work and Subcontractor shall proceed with the written instruction. Any change to the Subcontract Price and/or Subcontract Schedule shall be contingent on the final resolution of the Dispute

12. MISCELLANEOUS CONDITIONS

12.1 **Headings and Inclusions:** Headings to clauses in the Subcontract Documents are for ease of reference only and do not affect the interpretation or meaning of the operative text. Where the words “including” or “includes” appear in this Subcontract, they mean “including without limitation” or “includes without limitation” respectively.

12.2 **Step-In Rights:** The Subcontractor acknowledges that, pursuant to the Project Agreement and Construction Contract and ancillary agreements, Owner, Project Co or Lenders may, in the circumstances set out therein (i) require Project Co or Construction Contractor, as the case may be, to take certain actions including, in respect of a breach of the Construction Contract or any subcontract, the suspension of Subcontractor or the delivery of a remediation plan acceptable to Owner or Project Co, as applicable, or (ii) take such steps as Owner, Project Co or Lenders consider appropriate, including if applicable, assigning this Subcontract to the Owner, Project Co or Lenders. Subcontractor acknowledges and agrees that it shall take or permit to be taken all such reasonable actions (including the suspension of Subcontractor) as shall permit or enable Owner, Project Co or Lenders, as the case may be, to exercise their rights under the Construction Contract and in connection therewith, it shall cooperate and assist Construction Contractor in the preparation of any remediation plan if the same is required under the Construction Contract or any related agreement, without compensation therefor.

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 26 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

12.3 Inspections: The Subcontractor acknowledges that the Independent Certifier, the Agent, the Lenders, the Lenders' consultant and their respective employees or agents shall be permitted during normal business hours to inspect the Site, or at other such offsite locations where the Subcontractor is performing the Subcontract Works, as may be reasonably necessary, including for purposes of the Independent Certifier performing its obligations under the Independent Certifier Agreement and the Lenders' consultant providing the reports, certifications and confirmations required to be provided by it to the Agent and the Lenders under the Project Co's lending agreements at such times required thereunder. Subcontractor shall provide all reasonable assistance to such persons and, for greater certainty, neither the Subcontract Price nor the time for performance of the Subcontract Work shall be subject to adjustment due to any inspection under this GC 12.3.

12.4 Code of Ethics: The Subcontractor agrees that it shall, in connection with the performance of its obligations under this Subcontract and related to the Project, deal with its customers, employees, suppliers, and other persons, organizations, and governments in a fair and ethical manner and consistent with the Construction Contractor's code of ethics (the "**Code of Ethics**"), as updated from time to time for the good and proper operation of the Project, as if it were the Construction Contractor thereunder, and Subcontractor undertakes to conduct itself, and to require its employees, representatives, sub-subcontractors, agents and consultants to conduct themselves, in all matters concerning the Project or that may reasonably be perceived as concerning the Project, in a manner consistent with the values and the principles promoted in the Code of Ethics.

12.5 Confidentiality: Throughout the continuance of this Subcontract and for two (2) years following its termination, Subcontractor's obligations regarding confidentiality shall be governed by the confidentiality undertaking executed by Subcontractor in favour of the Construction Contractor at or before the Effective Date. To the extent of any conflict between the provisions of that confidentiality undertaking and this Subcontract, the conflicting provisions of this Subcontract shall prevail.

The Subcontractor shall not contact or speak to the media in respect to the Construction Contractor, the Project, or the Subcontract Work without the express written consent of the Construction Contractor's Communications & Public Engagement Director. Any media inquiries should be referred to the Construction Contractor immediately.

The Subcontractor consents to the release of information provided by the Subcontractor to the Construction Contractor for the furtherance of the Project, including but not limited to release to governmental agencies, consultants, the Owner, and Project Co.

12.6 Relationship: Subcontractor is an independent contractor to Construction Contractor. Subcontractor, its subcontractors of any tier, and their respective directors, officers, employees and agents, are not, and shall not represent themselves to be, a partner, joint venture, agent or employee of Construction Contractor, Service Provider, Project Co or the Owner.

12.7 Non-Solicitation: During the term of the Project neither Party shall solicit for employment any employee of the other Party or its affiliates or induce any employee of the other Party or its affiliates to leave his or her employment. A general solicitation for employment shall not be considered a solicitation or inducement of an employee for the purposes of this provision.

12.8 Access to Information: Subcontractor shall maintain accurate, complete and comprehensive records of all activities pertaining to the performance of the Construction Contract and this Subcontract including records showing labour and Subcontractor Equipment used on a daily basis, drawings, specifications and other documents, purchase orders, subcontracts and other procurement documents, schedules, delivery and expediting records, testing records and certificates, variations, site photographs and logs, meeting minutes, applications for payment, invoices and payment evidence, insurance and claims records, and the like (collectively "**Project Records**"). Subcontractor shall maintain Project Records until the expiry of ten (10) years after the Substantial Completion Date or such longer period as is required pursuant to the Construction Contract. Subcontractor shall give Construction Contractor, Project Co and the Owner full and complete access to, and the right to take copies of, all Project Records.

12.9 Shop Drawings:

12.9.1 Subcontractor shall provide Shop Drawings to the Construction Contractor as required in, and in strict compliance with the requirements of, the Subcontract Documents. Shop Drawings shall be provided to Construction Contractor in an orderly sequence and sufficiently in advance so as to cause no delay in the Subcontract Work or in the work of other contractors.

12.9.2 Shop Drawings provided by Subcontractor to Construction Contractor shall indicate by stamp, date and signature of the person responsible for the review that Subcontractor has reviewed each one of them.

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 27 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

12.9.3 Subcontractor shall review all Shop Drawings before providing them to Construction Contractor. Subcontractor represents by this review that:

- (a) Subcontractor has determined and verified all applicable field measurements and levels, field construction conditions, Product requirements, catalogue numbers and similar data, or will do so, and
- (b) Subcontractor has checked and co-ordinated each Shop Drawing with the requirements of the Subcontract Work, the Subcontract Documents and Contractor's other subcontractors.

12.9.4 At the time of providing Shop Drawings, Subcontractor shall provide Notice to Construction Contractor of any deviations in a Shop Drawing from the requirements of the Subcontract Documents. Construction Contractor shall indicate the acceptance or rejection of such deviation expressly in writing.

12.9.5 Subcontractor shall provide revised Shop Drawings to correct those which Construction Contractor rejects as inconsistent with the Subcontract Documents, unless otherwise directed by Construction Contractor. Subcontractor shall provide Notice to Construction Contractor of any revisions to the Shop Drawings other than those requested by Contractor. Subcontractor shall submit revised Shop Drawings in a timely manner so as to cause no delay in the completion of the Subcontract Work or in the work of others.

12.9.6 All Shop Drawings will require review by the Designer. Costs for Shop Drawings that contain errors or omissions, requiring additional reviews will be subject to Back-Charges to the Subcontractor.

12.10 **Approvals, etc. do not relieve Subcontractor:** No approval, consent, review, inspection or payment made or given by or on behalf of Construction Contractor relieves Subcontractor from, or diminishes, the obligations and liabilities of Subcontractor under this Subcontract. Notwithstanding that Construction Contractor or its delegates may:

- (a) require Subcontractor to make changes to specifications or any portions thereof;
- (b) inspect any component of the Project, or supervise aspects of construction of the Project; and/or
- (c) approve or accept Subcontractor's specifications and/or schedule,

all responsibility and liability with respect to the Subcontract Work shall remain exclusively with Subcontractor and no such responsibility shall rest with Construction Contractor or its officers, employees, servants or agents and neither Construction Contractor, nor its officer, employees, servants or agents shall be liable to Subcontractor for the safety, adequacy or soundness of any component of the Project by reason of any inspections made, changes required or approvals given with respect to the Project. Any approval given by and any inspection carried out by Construction Contractor or its officers, employees, servants or agents pursuant to this Subcontract or concerning the Project shall be for the purposes only of ensuring compliance with this Subcontract from the point of view of Construction Contractor as contracting party, and no inspection or approval given by Construction Contractor or officers, employees, servants or agents shall relieve Subcontractor from its obligations to comply strictly with the terms of this Subcontract nor shall the giving of any approval constitute a waiver or release by Construction Contractor of any duty or liability owed to Construction Contractor or of any indemnity given by Subcontractor to Construction Contractor, its officers, employees, servants or agents. Further, Subcontractor agrees that Construction Contractor has no obligation to identify, observe or warn of any defect or deficiency in the Subcontract Work.

12.11 **Designated Representatives:** Subcontractor hereby designates the person identified in the Key Terms as its representative for the purposes of this Subcontract.

12.12 **Notice:** Except in the case of an emergency, when notice may be given by telephone with later confirmation in writing, any notice which may be or is required to be given under this Subcontract (each, a "**Notice**") must be given in writing and may be delivered (including by commercial courier) or sent by facsimile or other electronic transmission where verification of delivery is possible. Delivered Notices shall be deemed received upon delivery during business hours. Notices sent by facsimile or other electronic transmission or delivered outside of business hours shall be deemed received on the next Business Day following the day of verified transmission or delivery. The addresses to be used for any deliveries or transmissions may be changed by notice given in accordance with this GC 12.12 and, until so changed, shall be as set out in the Key Terms.

12.13 **Timing of Notices:** Where any notices are required to be given pursuant the Construction Contract, Subcontractor shall give any related Notices to Construction Contractor two (2) Business Days before Construction Contractor is required to give such notice to Project Co.

12.14 **Entire Agreement:** This Subcontract supersedes any previous negotiations, statements (whether written or oral), agreements, representations, arrangements or understandings between Construction Contractor and

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 28 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

Subcontractor in relation to the matters dealt with in this Subcontract and constitutes the entire understanding and agreement between Construction Contractor and Subcontractor in relation to such matters and, without prejudice to the generality of the foregoing, excludes any warranty, undertaking, condition or term implied by custom.

12.15 Assignment: Subcontractor shall not assign the Subcontract or a portion thereof without the prior written consent of Construction Contractor, which consent shall not be unreasonably withheld. It shall not be unreasonable for Construction Contractor to withhold its consent to any such assignment if Project Co's consent is required pursuant to the Construction Contract and has been withheld. The Subcontractor agrees that the Construction Contractor shall not require the consent of the Subcontractor in order to effect an assignment, novation, or transfer of the Subcontract, or a portion thereof, to Project Co, the Owner, or the Lenders or other third party as may be required by the Owner. If such assignment, novation, or transfer occurs, Construction Contractor will have no further liability in relation to the Subcontract, except to the extent Construction Contractor has outstanding payments properly due to Subcontractor.

12.16 Choice of Law: This Subcontract is governed by the laws that govern the Construction Contract.

12.17 Enurement: This Subcontract enures to the benefit of, and is binding upon, the Parties and their respective successors and permitted assigns.

12.18 Priority of documents: If there is a conflict, ambiguity or contradiction within the Subcontract Documents, the order of priority of governing documents to the extent of the conflict from highest to lowest (with Subcontract Documents of a later date governing over like documents of an earlier date) shall be:

- (a) the provisions of amendments in writing to this Subcontract signed by the Parties and Change Orders or Change Directives shall govern and take precedence only over those specific provisions of this Subcontract expressly amended thereby;
- (b) any provision establishing a higher standard of safety, reliability, durability, performance or service shall take precedence over a provision establishing a lower standard of safety, reliability, durability, performance or service;
- (c) Subcontract and General Conditions;
- (d) Subcontract Schedule B - Subcontract Price and Payment;
- (e) Subcontract Schedule C - Subcontract Schedule;
- (f) Subcontract Schedule A - Scope of Services including Appendices;
- (g) Subcontract Schedule D - Insurance and Performance Security Requirements;
- (h) The Construction Contract, applied *mutatis mutandis*;
- (i) The Interface Agreement, applied *mutatis mutandis*;
- (j) any other Subcontract Documents.

12.19 Use of the Work by Construction Contractor: Construction Contractor reserves the right to take possession of and use any completed or partially completed portion of the Subcontract Work, regardless of the time of completion of the entire Subcontract Work. Such taking possession or use of the partially completed portions shall not be construed as completion of the Subcontract Work or an acknowledgement of fulfilment of the Subcontract.

12.20 Work by Others with whom Subcontractor Shares the Site: Construction Contractor gives non-exclusive access of each part of the Site to Subcontractor in accordance with the dates set out in the Subcontract Schedule. Subcontractor shall share the Site, cooperate, share information, and coordinate schedules with the Independent Certifier, the Lenders' consultant, Project Co, the Owner and the Construction Contractor and with all other subcontractors working at the Project site, in order to avoid any conflict and to ensure that all work on the Project proceeds without conflict, hindrance or delay. Subcontractor shall have no right to make claims for adjustment to the Subcontract Price or the time for performance in relation to impacts or delays caused by such other subcontractors if the Subcontractor has not fulfilled its obligations hereunder. Subcontractor shall carefully examine all work done by other parties or by Construction Contractor's own forces, where such work affects or may affect the proper execution or operation of any portion of the Subcontract Work, and shall promptly provide Notice to Construction Contractor of any apparent deficiencies in such work prior to proceeding with that portion of the Subcontract Work. Failure by Subcontractor to examine the aforesaid work, to find deficiencies in such work which Subcontractor ought reasonably to have found, to report such apparent deficiencies as required, or continuing with the affected portion of the Subcontract Work without receiving written instructions to do so from Construction Contractor, shall constitute acceptance by Subcontractor of such work and a waiver by Subcontractor of all related claims for additional payment

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 29 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

and adjustment to the Subcontract Schedule. The Subcontractor further acknowledges that the Owner has reserved the rights under the Project Agreement to carry out certain work (the “**Additional Work**”) and the Subcontractor agrees that it will cooperate and coordinate with the Owner’s subcontractors in the performance of the Additional Work.

12.21 Protection of Work: Subcontractor shall exercise due care not to damage any aspect of the Project or work or products of other subcontractors or suppliers to the Project and shall be liable for any damages which occur thereto as a result of the Subcontract Work. Further, the Subcontractor shall protect the Subcontract Work during the performance of the Subcontract Work. Specifically, the Subcontractor shall be solely responsible for, and shall bear all risk of loss of or damage to, the Subcontract Work until final acceptance of the Subcontract Work by the Construction Contractor.

12.22 Products: Products that are delivered to the Site, or to another storage site approved in writing by Construction Contractor, prematurely prior to installation or consumption shall not become due and payable unless agreed upon in writing by Construction Contractor.

12.23 Storing of Products: Subcontractor shall take all reasonable steps to ensure that all Products that are delivered to the Site are stored securely and adequately so as to protect against damage to or loss of such Products including damage or loss resulting from theft, vandalism, accident or the effects of the elements. Construction Contractor shall not be responsible for such damage or loss.

12.24 People: Construction Contractor, acting reasonably and only with good cause, may from time to time require Subcontractor to remove from the Project any personnel including project managers, superintendents or subcontractors. Such persons shall be replaced by Subcontractor in a timely fashion to the satisfaction of Construction Contractor, as the case may be, at no cost to Construction Contractor. Subcontractor shall not contract with, or allow any of its subcontractors to contract with any person that is a Restricted Person.

12.25 Parking: Due to site restrictions, only limited parking on the Site is available. The Subcontractor shall use only parking spots allocated to them by the Construction Contractor on the Site, and will endeavour to minimize use of public parking spots in the area of the Project both by their own vehicles and those of their employees, sub-subcontractors, suppliers, etc. Any Subcontractor vehicle or vehicle of their employees parked outside of allocated spots will be towed away at the Subcontractor's cost. The Construction Contractor does not take any responsibility/liability in respect of Subcontractor parking at the Site.

12.26 Signage: The Subcontractor will not erect any promotional or business signage at the Site including, but not limited to on fences, hoarding, buildings, trailers, temporary or permanent facilities, or otherwise without the express written consent of the Construction Contractor. This in no way limits the Subcontractors obligation to erect proper health and safety signage or other signage as required by law.

12.27 Title to the Subcontract Work: Title to the Subcontract Work and all portions thereof during and after construction, together with all Products on the Site or in secured off site locations as agreed in writing between the Parties, shall vest in Construction Contractor or its designee.

12.28 Intellectual Property Rights:

12.28.1 In this Subcontract, “**Intellectual Property Rights**” means any rights provided under: (i) patent law; (ii) copyright law; (iii) trade-mark law; (iv) design patent or industrial design law; (v) semi-conductor chip or mask work law; or (vi) any other statutory provision or common law principle, including trade secret law.

12.28.2 Subject to GC 12.28.3, the Subcontractor acknowledges and agrees that all work product provided in the course of the Subcontract Work (“**Work Product**”) and all Intellectual Property Rights therein shall be transferred to and become the property of the Construction Contractor, provided that the Construction Contractor complies with the payment obligations under this Subcontract. The Subcontractor agrees to, and does hereby, expressly and irrevocably assign to Construction Contractor all right, title and interest (including ownership of copyright) in the Work Product and all Intellectual Property Rights therein, subject to and to the extent permissible by applicable law.

12.28.3 Notwithstanding GC 12.28.2, Construction Contractor acknowledges and agrees that the Subcontractor has developed and will continue to develop certain underlying concepts and ideas, techniques and skills and certain know-how and technology applicable to or used by Subcontractor and in its possession independent of any activity undertaken by Subcontractor hereunder (collectively, the “**Background Information**”) and that the Background Information, along with information of general public knowledge, is not included in the transfer of the Work Product. The Subcontractor hereby grants to Construction Contractor an irrevocable, non-exclusive worldwide license to any Background Information and Intellectual Property Rights therein necessary for Construction Contractor to utilize the Work Product in connection with the Project.

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 30 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

- 12.28.4 The Subcontractor confirms that no consents of any other parties are necessary under any agreements concerning any of the Work Product in order for the transfer and assignment of any of the Work Product under this Subcontract to be legally effective. At the request, the Subcontractor shall do all acts necessary and sign all documentation necessary in order to assign or transfer the Work Product and all Intellectual Property Rights therein to Construction Contractor as provide above, to enable the Construction Contractor to comply with all its relevant requirements and obligations related to Intellectual Property in the Construction Contract and to register patents, copyrights, trade-marks, mask works, industrial designs and such other protections as Construction Contractor deems advisable anywhere in the world.
- 12.28.5 If, during the course of providing the Subcontract Work, the Subcontractor develops any Work Product that is protected by copyright, the Subcontractor hereby waives unconditionally, and shall cause those within its legal control to waive, any moral rights it may have in such Work Product.
- 12.28.6 The Subcontractor shall not make any unauthorized use of any Intellectual Property Rights of a third party in the Work Product or during the course of providing Subcontract Work and represents and warrants that the provision of the Subcontract Work and Work Product will not infringe, directly or indirectly, on any Intellectual Property Rights of third parties.
- 12.28.7 No limit on the Intellectual Property Rights herein shall be cause or be construed to cause the Construction Contractor in a position where it cannot easily use the Work Product as intended or comply with its obligations in the Construction Contract.

12.29 Amendment to the Subcontract: No alteration or amendment to this Subcontract may be made except where expressly recorded in writing by a document expressed to be supplemental to this Subcontract and signed by authorized representatives of both Subcontractor and Construction Contractor.

12.30 Ambiguities and Inconsistencies: Subcontractor is responsible for checking all the Subcontract Documents before starting the Subcontract Work. Subcontractor shall provide Notice to Construction Contractor as soon as he becomes aware of a conflict, ambiguity or contradiction in or between the documents which are part of the Subcontract Documents. Construction Contractor may, in its sole discretion, then issue a Supplemental Instruction, a Change Order or Change Directive resolving the conflict, ambiguity or contradiction.

12.31 Innovation Proposals: Subcontractor may, at any time submit to Construction Contractor a written proposal which will, if adopted, result in a reduction to the Subcontract Price and/or result in a saving in the time required to provide the Subcontract Work. The proposal shall be prepared at the cost of Subcontractor. If Construction Contractor accepts such a proposal, the Parties shall agree which Party(ies) shall obtain the benefit of any saving in the Subcontract Price and the Parties shall agree to any revisions to the Subcontract Schedule before the proposal is implemented. Construction Contractor may, in its sole discretion, then issue a Change Order or Change Directive implementing such proposal. Subcontractor acknowledges that Construction Contractor shall be under no obligation to accept any such proposal.

12.32 Hazardous Substances or Contamination:

- 12.32.1 Subject to the applicable requirements of the Construction Contract, if Subcontractor observes or reasonably suspects the presence of Hazardous Substances or Contamination at the Site, the remediation of which is not expressly part of the Subcontract Work, Subcontractor shall promptly provide Notice of the circumstances to Construction Contractor, and Subcontractor shall promptly take all reasonable steps, including stopping the Subcontract Work if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of Hazardous Substances or Contamination. In addition to requirements of the Construction Contract to the extent applicable to the Subcontract Work, the Subcontractor shall be responsible for any Hazardous Substances or Contamination present at the Site as a result of any acts or omissions of it, or any sub-subcontractor or any other person for whom Subcontractor is responsible, and the Subcontractor shall promptly, at Subcontractor's own expense, take all reasonable and necessary steps to safely remediate or dispose of the Hazardous Substances or Contamination, and make good any damage to the Subcontract Work, the Project or property adjacent to the Site.
- 12.32.2 Subcontractor shall be liable for, and shall indemnify and hold harmless the Construction Contractor and its affiliates, and their respective directors, officers and employees from and against, all Claims against any of them in respect thereof, including all claims made by Project Co against Construction Contractor under or relating to the Construction Contract, arising or resulting in any way from the presence of Hazardous Substances or Contamination at the Site caused by any act or omission of Subcontractor, any sub-subcontractor thereof or any other person for whom Subcontractor is responsible. This indemnity

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 31 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

survives termination of this Subcontract, howsoever arising. Construction Contractor shall give Subcontractor prompt Notice of any such Claim, with reasonable particulars.

12.33 **Clean Up, Waste and Excess Materials Removals:**

12.33.1 Subcontractor shall maintain the Subcontract Work in a safe, clean and orderly condition and free from the accumulation of waste products and debris, other than that caused by Construction Contractor, other subcontractors or their employees. The Subcontractor shall also have spill kits readily available as part of its Subcontract Equipment. In the event that the Construction Contractor instructs the Subcontractor to perform these requirements and the Subcontractor fails to do so within twenty-four (24) hours, or sooner as may be required by Project Co, the Construction Contract, or by any governmental authority, the Construction Contractor shall have the right to have the work performed by whatever means may be expedient and the Construction Contractor may back-charge Subcontractor for all reasonable costs plus a fifteen per cent (10%) fee for overhead and administration. Prior to the application for the final payment under the Subcontract, Subcontractor shall remove waste products and debris, other than that resulting from the work of Construction Contractor, other subcontractors or their employees, and shall leave the Site clean and suitable for use or occupancy by Construction Contractor, Project Co or Owner

12.33.2 Prior to commencing the Subcontract Work, Subcontractor shall provide Construction Contractor:

- (a) the location, identity and Environmental Compliance Approval (“**ECA**”) or Certificate of Approval (“**CoA**”) certificate of the waste hauler;
- (b) location, identity and ECA or CoA of the waste receiving facilities planned to receive waste generated from the Site, including for Hazardous Substances or Contamination;
- (c) a letter of agreement from the waste receiving facility identifying means of diversion of waste from landfills;
- (d) completed form OPSF 180-2 (Site Selection Notification for Stockpiling Materials Managed Through Re-Use) or OPSF-2 (Site Selection Notification for Material Managed as Disposable Fill) or both for any excess materials generated from the Site, as applicable, from OPSS180 (General Specification for the Management and Disposal of Excess Material); and
- (e) completed form OPSF 180-3 (Property Owner’s Release) and copy of the property owner’s fill management plan identifying how excess material deposits will be tracked for location on site.

12.33.3 Subcontractor shall provide Constructor Contractor with waste removal documentation including all truck logs, bills of lading, haul tickets (clearly identifying the type of material hauled, site location hauled from and property location hauled to), weigh tickets, manifests and changes in use of haulers and receivers weekly and subsequent copies of ECA’s or CoA’s and waste summaries indicating total waste tonnage and total waste diversion monthly.

12.34 **Permits, Consents and Fees:**

12.34.1 Subcontractor shall be responsible for the procurement of permits, permissions, consents, approvals, licences, inspections, certificates, fees and all other agreements from any third parties which are necessary for the performance of the Subcontract Work. The Subcontract Price includes the cost of procuring such permits, permissions, consents, approvals, licences, inspections, certificates and third party agreements.

12.34.2 Subcontractor shall promptly provide Construction Contractor with two (2) copies of all such documentation.

12.34.3 Subcontractor shall immediately inform Construction Contractor of any notices, warnings or asserted violations issued by any regulatory or government agencies having jurisdictions relating to the Subcontract Work.

12.34.4 If Subcontractor covers, or permits to be covered, work that has been designated for special tests, inspections or approvals before such tests, inspections or approvals are made, given or completed, Subcontractor shall, if so directed by Construction Contractor, uncover such work, have the inspections or tests satisfactorily completed, and make good covering work at the Subcontractor’s expense and with no extension to the Subcontract Schedule.

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 32 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

- 12.34.5 Subcontractor shall provide Construction Contractor with initial water discharge schedule including start and end dates and provide updates to water discharge schedule monthly, for work performed under permits issued by regulatory or government agencies having jurisdictions relating to the Subcontract Work.
- 12.34.6 Subcontractor shall provide Construction Contractor water discharge data weekly, including daily volumes, flow rates and temperatures for planned water discharge into sanitary/combined sewers, storm sewers and watercourses at each site for work performed under permits issued by regulatory or government agencies having jurisdictions relating to the Subcontract Work.
- 12.34.7 Subcontractor shall provide Construction Contractor weekly, with weekly summary report on total water discharge volumes, average flow rates and temperatures for work performed under permits issued by regulatory or government agencies having jurisdictions relating to the Subcontract Work.
- 12.34.8 Subcontractor shall provide Construction Contractor with a letter of confirmation from each municipality in which where excess materials will be received from the Site, indicating acceptance of such materials under the receiving municipality's by-law.

12.35 **Labour:** The Subcontractor shall comply with all of those provisions of the Construction Contractor's collective agreements which relate to the Subcontract Work. If the Subcontractor fails to comply with, or fails to meet the subcontracting requirements therein of any of the Construction Contractor's collective agreements, the Subcontractor shall indemnify and hold harmless the Construction Contractor from all resulting losses, damages, costs and expenses incurred. Subcontractor shall comply with all labour and employment standards (including minimum and fair wage laws and occupational health and safety laws) in all jurisdictions applicable to the Subcontract Work and the supply of Products and services comprising the Subcontract Work and adopt and maintain in place policies to protect against discrimination, harassment and mistreatment of employees in all workplaces relevant to the performance of the Subcontract Work. In the event of an actual or threatened objection or grievance by, to, or on behalf of any person employed by the Subcontractor, or by any union claiming jurisdiction over all or part of the Subcontracted Work, the Subcontractor shall: (i) immediately advise, and provide particulars of such objection, grievance or claim of jurisdiction to, the Construction Contractor; and (ii) make such arrangements and take such action as may be necessary, in the opinion of the Construction Contractor, to prevent any strikes, slowdowns, or other delays to the Construction Contractor or to the Project.

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Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 33 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

SCHEDULE A

Scope of Subcontract Work

A 1. **Work Included** – The Subcontractor shall do everything to design, supply, install, test and commission the Overhead Catenary System (OCS) and traction power substations (TPSS) (the “**Subcontract Work**”) in accordance with the Construction Contract, Construction Contractor's design, Ontario Provincial Standards, the Structural Manual of Ontario, and other industry standard codes where applicable. Without limiting the generality of the foregoing, the Work includes:

1.1. **General Scope of Work:**

1.1.1. As detailed in Appendix 2 – Scope of work - SCC-50.03 Traction Power substations (TPSS) and SCC-50.04 Overhead Catenary System (OCS) – Agreement Version 00 and Design Deliverable List

1.2. **Specific Scope of Work:**

1.2.1. As detailed in Appendix 2 – Scope of work - SCC-50.03 Traction Power substations (TPSS) and SCC-50.04 Overhead Catenary System (OCS) – Agreement Version 00 and Design Deliverable List

1.2.2. Subcontractor shall provide all documentation required by utility companies for any utility connections included but not limited to: OTC, building permit, ESA, etc.

1.2.3. Subcontractor accepts the quantity risk to final design and accepts the systems and deployment interface risk. Any increase in quantity or change in specifications required to meet contractual obligations of the Prime Contracts is included in the Scope of Work.

1.2.4. TPSS prefabricated building dimensions provided by the Subcontractor shall respect the Site boundaries and coordination with other disciplines and Site requirements for each location. Height requirements as required by Authorities having jurisdiction.

- **Design assist.**

- Subcontractor shall assist in the completion of the partial design issued by Construction Contractor in coordination with the Designer;
- attend and participate in on-going design meetings in accordance with the Designer's schedule to assist in the development and finalisation of the design; and
- propose cost savings, provide costs estimates and work closely with the Designer, other consultants and Construction Contractor to develop a final set of specifications and drawings.

A 2. **Restrictions** – Without limiting the generality of the Subcontract Work, the Subcontractor is responsible for the means and methods of performing the Subcontract Work

2.1. Intentionally deleted

2.2. Any other reasonable restrictions the Construction Contractor places on the Subcontract Work for the proper operation of the site, health and safety of personnel working on the Project or the public, to comply with obligations under the Construction Contract, or otherwise.

A 3. **Exclusions** – The generality of the Subcontract Work is limited by the following express exclusions:

3.1. As detailed in Appendix 2 – Scope of work - SCC-50.03 Traction Power substations (TPSS) and SCC-50.04 Overhead Catenary System (OCS) – Agreement Version 00 and Design Deliverable List.

A 4. **Materials and Equipment Supplied by the Construction Contractor** – For the performance of the Scope of Work the Construction Contractor will supply, at no cost to the Subcontractor and delivered to the worksite, the following materials:

4.1. None

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 34 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

The Construction Contractor will only supply materials in a quantum as required to perform the Scope of Work. The Subcontractor must give the Contractor sufficient notice for delivery of the Contractor supplied materials and equipment.

- A 5. **Subcontract Drawings** – The following Subcontract drawings have been provided to the Subcontractor. The Construction Contractor maintains its rights under GC 4.4 and to ensure compliance with the Construction Contract.

Description	Drawing No.	Rev.
Detailed in Appendix 2 – Scope of work - SCC-50.03 Traction Power substations (TPSS) and SCC-50.04 Overhead Catenary System (OCS) – Agreement Version 00 and Design Deliverable List		

- A 6. **Subcontract Specifications** – The following specifications have been specifically invoked by the Construction Contract, notwithstanding the Subcontractors general obligation to comply with all industry standard codes, specifications, and best practices.

Description	Specification No.	Rev.
Detailed in Appendix 2 – Scope of work - SCC-50.03 Traction Power substations (TPSS) and SCC-50.04 Overhead Catenary System (OCS) – Agreement Version 00 and Design Deliverable List		

- A 7. **Plans and Procedures** - The Construction Contractor is responsible for the good operation of the Project and accordingly, without limitation to its right to enact further reasonable and necessary plans and procedures, has enacted the following.

Description	Document No.	Rev.
Code of Ethics	MTC-HRE-POL-00001	Rev.01
Construction Health & Safety Management Plan	MTC-SAF-MAN-00001	Rev.00B
Quality Management Plan	MTC-QUA-MAN-00001	Rev.05
Document Control Requirements for Subcontractors	MTC-DCC-PRO-00001	Rev.01

[End of Schedule A]

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 35 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

SCHEDULE B

Subcontract Price and Payment

1. SUBCONTRACT PRICE

1.1 The Subcontract Price and all other monetary amounts in this Subcontract are expressed in Canadian dollars. The Subcontract Price is firm and all-inclusive and represents the complete cost to the Construction Contractor for the Subcontract Work, based on the following schedule of values:

Table 1 - UNIT PRICE ITEMS (as per Schedule B 1.2 below)

ITEM NO.	DESCRIPTION	QTY.	UOM	UNIT RATE	TOTAL COST
Not Applicable					

Table 2 - LUMP SUM ITEMS (as per Schedule B 1.3 below)

ITEM NO.	DESCRIPTION	QTY.	UOM	UNIT RATE	TOTAL COST
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	Description	Qty	UoM	Unit Price	Total
	Overhead Catenary System (OCS)				\$14,181,913.47
1	OCS Design and Shop Fabrication Drawings	1	LS	\$142,500.00	\$142,500.00
2	Intentionally deleted	1	LS	\$0.00	\$0.00
3	OCS System Supply (Balance weight Assembly, Copper Contact Wire System)		LS		\$6,905,050.43
3.1	OCS System Supply - Burn in Area and MSF		LS		\$3,498,047.66
3.1.1	Poles	1	LS	\$564,906.15	\$564,906.15
3.1.2	Contact and Messenger Wire	1	LS	\$186,631.43	\$186,631.43
3.1.3	Accessories	1	LS	\$2,746,510.08	\$2,746,510.08
3.2	OCS System Supply - Alignment		LS		\$3,407,002.77
3.2.1	Poles	1	LS	\$510,224.34	\$510,224.34
3.2.2	Contact and Messenger Wire	1	LS	\$932,306.14	\$932,306.14
3.2.3	Accessories	1	LS	\$1,964,472.29	\$1,964,472.29
4	OCS System Install (Balance weight Assembly, Copper Contact Wire System)		LS		\$5,428,496.76
4.1	OCS Mobilization	1	LS	\$38,000.00	\$38,000.00
4.2	Site Safety Program Requirements	1	LS	\$47,500.00	\$47,500.00
4.3	OCS Install- Burn in Area and MSF		LS		\$2,924,681.46
4.3.1	Poles	1	LS	\$643,836.49	\$643,836.49
4.3.2	Contact and Messenger Wire	1	LS	\$161,251.64	\$161,251.64
4.3.3	Accessories	1	LS	\$2,119,593.34	\$2,119,593.34
4.4	OCS System Install - Alignment		LS		\$2,418,315.30
4.4.1	Poles	1	LS	\$528,503.15	\$528,503.15

Agreement No. 50-CS-80	Overhead Catenary System (OCS) Traction Power Substations (TPSS)	Cymi Canada Inc. Page 36 of 75
----------------------------------	---	--



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

4.4.2	Contact and Messenger Wire	1	LS	\$264,464.49	\$264,464.49
4.4.3	Accessories	1	LS	\$1,625,347.65	\$1,625,347.65
5.1	Testing and Commissioning (SAT)	1	LS	\$709,095.67	\$709,095.67
5.2	OCS Testing & Commissioning Support (System Integration Testing)	1	LS	\$354,547.84	\$354,547.84
6	Intentionally deleted		LS		\$0.00
7	OCS Interim Maintenance and Protection	1	LS	\$190,000.00	\$190,000.00
8	OCS Spare parts	1	LS	\$271,722.77	\$271,722.77
9	OCS Close out Documentation Including As-Built Drawings	1	LS	\$142,500.00	\$142,500.00
10	OCS Demobilization	1	LS	\$38,000.00	\$38,000.00
	Traction Power System (TPSS)		LS		\$21,338,152.13
T1	Design Assist/Engineering and Shop Fabrication Drawings	1	LS	\$368,749.28	\$368,749.28
	Intentionally deleted	1	LS	\$0.00	\$0.00
T2	TPSS Supply		LS		\$15,568,468.57
T2.1	TPSS 1 Humber College Supply	1	LS	\$1,548,797.52	\$1,548,797.52
T2.2	TPSS 2 Martin Grove Rd Supply	1	LS	\$1,550,833.76	\$1,550,833.76
T2.3	TPSS 3 Kipling Ave Supply	1	LS	\$1,564,380.50	\$1,564,380.50
T2.4	TPSS 4 Pearldale Supply	1	LS	\$1,564,380.50	\$1,564,380.50
T2.5	TPSS 5 Weston Rd Supply	1	LS	\$1,527,204.24	\$1,527,204.24
T2.6	TPSS 6 Supply	1	LS	\$1,564,380.50	\$1,564,380.50
T2.7	TPSS 7 Tobermory Rd Supply	1	LS	\$1,564,380.50	\$1,564,380.50
T2.8	TPSS 8 Romfield LN Supply	1	LS	\$1,369,377.82	\$1,369,377.82
T2.9	TPSS 9 (MSF) Supply	1	LS	\$3,314,733.23	\$3,314,733.23
T3	TPSS Installation		LS	\$0.00	\$2,161,518.12
T3.1	TPSS Mobilization	1	LS	\$38,000.00	\$38,000.00
T3.2	Site Safety Program Requirements	1	LS	\$47,500.00	\$47,500.00
T3.3	TPSS 1 Humber College Install	1	LS	\$206,528.45	\$206,528.45
T3.4	TPSS 2 Martin Grove Rd Install	1	LS	\$206,799.98	\$206,799.98
T3.5	TPSS 3 Kipling Ave Install	1	LS	\$208,606.40	\$208,606.40
T3.6	TPSS 4 Pearldale Install	1	LS	\$208,606.40	\$208,606.40
T3.7	TPSS 5 Weston Rd Install	1	LS	\$203,649.04	\$203,649.04
T3.8	TPSS 6 Install	1	LS	\$208,606.40	\$208,606.40
T3.9	TPSS 7 Tobermory Rd Install	1	LS	\$208,606.40	\$208,606.40
T3.10	TPSS 8 Romfield LN install	1	LS	\$182,603.26	\$182,603.26
T3.11	TPSS 9 (MSF) Install	1	LS	\$442,011.77	\$442,011.77
T4	Power Plant Transmission to TPSS Switchgear	1	LS	\$166,250.00	\$166,250.00
T5	SCADA Installation	1	LS	\$285,000.00	\$285,000.00
T6.1	Testing and Commissioning (SAT)	1	LS	\$1,600,361.41	\$1,600,361.41
T6.2	TPSS Testing & Commissioning Support (System Integration Testing)	1	LS	\$533,453.80	\$533,453.80

Agreement No. 50-CS-80	Overhead Catenary System (OCS) Traction Power Substations (TPSS)	Cymi Canada Inc. Page 37 of 75
----------------------------------	---	--



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

T7	Protection and Maintenance	1	LS	\$288,524.53	\$288,524.53
T8	TPSS Spare parts	1	LS	\$175,826.41	\$175,826.41
T9	TPSS Close out Documentation Including As-Built Drawings	1	LS	\$142,500.00	\$142,500.00
T10	TPSS Demobilization	1	LS	\$47,500.00	\$47,500.00
11	Intentionally deleted	1	LS	-	-
12	Advanced payment (Includes 5% of CV and (\$606,222) Discount for awarding both Scopes)	1	LS		\$1,262,855.14
A	Sub-Total OCS and TPSS				\$36,782,920.74
B	13% HST				\$4,781,779.67
C=A+B	Total OCS and TPSS				\$41,564,700.44

1.1.1 Pain Share/Gain Share Regime

The Parties agree to the following pain share/gain share regime for the term of this Subcontract:

- Construction Contractor shall receive 100% of any cost savings for any of the following value engineering/optimization items:
 - Construction Contractor's nomination of pole and cable suppliers
 - TRU testing;
 - removal of fire rated walls from TPSS buildings;
 - utilization of aluminum cable across Subcontractor's scope;
 - interim maintenance optimization.
- The Parties agree to share cost savings in any additional value engineering/optimization agreed to between the Parties (not listed above) at a sharing rate of 50% for Construction Contractor and 50% for Subcontractor when the amount of the agreed value engineering/optimization (i.e. Construction Contractor and Subcontractor agree on the amount of the value engineering/optimization) is greater than or equal to \$75,000.00. For clarity, when the amount of the agreed value engineering/optimization is less than \$75,000.00, Subcontractor shall be entitled to 100% of the savings.

1.2 Unit Price Work – Where details of unit price Subcontract Work are provided, these details should not be taken as a limit of the work, unless expressly specified. Unit estimates of quantities are all based on preliminary drawings, and as such are subject to some change. Where quantities increase by more than 10% the Subcontractor or Construction Contractor may seek an equitable adjustment to the unit rate, otherwise unit rates are fixed for the duration of the Subcontract.

Not Applicable

1.3 Lump Sum Work – Where details of lump sum Subcontract Work are provided, these details should not be taken as a limit of the work, unless expressly specified. Lump sums are fixed and not subject to revision.

1.3.1 Subcontractor First Payment

Upon execution of the Subcontract, Subcontractor shall be permitted to submit their first payment invoice in the amount of One Million, Two Hundred and Sixty Two Thousand, Eight Hundred and Fifty Five Dollars and Fourteen Cents, CAD\$1,262,855.14 including (13%) Ontario Harmonized Sales Tax, subject to the following:

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 38 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

- (a) Fully Executed subcontract signed by both Subcontractor and Construction Contractor;
- (b) Construction Contractor receipt of Parental Guarantee in the format as provided in Schedule D - Insurance and Performance Security Requirements
- (c) Construction Contractor receipt of a Letter of Credit in the amount of CAD\$1,262,855.14 in the format as provided in Schedule J – Letter of Credit Form
- (d) First Payment invoice shall be subject to the payment terms as outlined in Schedule B - 2 Payment Terms

1.3.2 - Lump Sum Work Earning Rules

- **ITEMS 1, T1, DESIGN, ENGINEERING AND SHOP FABRICATION DRAWINGS, VENDOR DELIVERABLES REQUIREMENTS LIST AND ASSOCIATED DOCUMENTATION**
 - Full Description: Subcontractor to complete all design and engineering requirements including Vendor Deliverables Requirements List with deliverables schedule, and provide associated documentation including shop fabrication drawings in full compliance with Construction Contractor's requirements, including but not limited to Engineer of Record and other applicable stakeholders requirements.
 - Measurement & Earning Rules: This amount will be paid on a progress basis as the Subcontractor completes design and engineering requirements, the Vendor Deliverables Requirements List with deliverables schedule, and provides associated documentation including fabrication drawings in full compliance with the Construction Contractor's requirements, including but not limited to Engineer of Record and other applicable stakeholders requirements, and within agreed timeline.
- **ITEMS 1, T1, BIM MODELLING SERVICES**
 - Full Description: Subcontractor to complete BIM modelling requirements and submittals in full compliance with Construction Contractor's requirements.
 - Measurement & Earning Rules: This amount will be paid on a progress basis as the Subcontractor executes BIM modelling requirements and submittals in full compliance with the Construction Contractor's requirements and within agreed timeline.
- **ITEM 3.1.1, 3.2.1 – SUPPLY OF POLES**
 - o Full Description: Supply and delivery of poles and completion of all required compliance documentation and subject to inspection and approval from Construction Contractor or Construction Contractor's designate.
 - o Measurement & Earning Rules: This amount will be paid as follows:
 - 10% will be paid for procurement of poles and related materials, validated with executed purchase order and any other documentation reasonably required by Construction Contractor
 - 15% will be paid upon fabrication of full quantity of poles
 - 10% will be paid upon Construction Contractor issuing Shipping Release to Subcontractor in accordance to the ITP
 - 5% will be paid upon packaging and shipment of poles to site including Subcontractor's submission of bill of lading and proof of shipping insurance of the goods
 - 5% will be paid upon final architectural treatment to the poles.
 - Remainder will be paid upon shipment and arrival of poles to the Project site.
 - Payment of above items are subject to Subcontractor providing all compliance documentation and subject

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 39 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

to product acceptance, inspection and approval from Construction Contractor or Construction Contractor's designate.

- ITEMS 3.1.2, 3.1.3, 3.2.2, 3.2.3 – SUPPLY OF CONTACT AND MESSENGER WIRE AND ACCESSORIES
 - o Full Description: Supply and delivery of contact and messenger wire and accessories and completion of all required compliance documentation and subject to inspection and approval from Construction Contractor or Construction Contractor's designate.
 - o Measurement & Earning Rules: Items 3.1.2, 3.1.3, 3.2.2, and 3.2.3 will be paid as a lump sum upon shipment of goods to the agreed upon storage location or warehouse, subject to the following:
 - A fully executed lease agreement between Construction Contractor and Subcontractor
 - Subcontractor providing all compliance documentation and subject to product acceptance, inspection and approval from Construction Contractor or Construction Contractor's designate.
- ITEMS T2.1 to T2.9 – SUPPLY OF TPSS
 - o Full Description: Supply and delivery of TPSS and completion of all required compliance documentation and subject to inspection and approval from Construction Contractor.
 - o Measurement & Earning Rules: Each TPSS item will be paid individually as follows:
 - 10% will be paid for procurement of materials, validated with executed purchase order and any other documentation reasonably required by Construction Contractor
 - 20% will be paid upon fabrication of the TPSS
 - 10% will be paid upon successful Factory Acceptance Test and Construction Contractor issuing Shipping Release to Subcontractor in accordance to the ITP
 - 35% will be paid upon delivery of TPSS to Project site
 - Remainder will be paid upon successful approval Design Excellence components approval by Construction Contractor
 - Payment of above items are subject to Subcontractor providing all compliance documentation and subject to product acceptance, inspection and approval from Construction Contractor or Construction Contractor's designate.
- ITEMS 4.1, T3.1 – MOBILIZATION TO SITE, INSURANCE, SECURITY, HSE DOCUMENTATION
 - o Full Description: Mobilize to site. The Subcontractor shall be entitled to payment upon provision of compliant insurance, security, health and safety, environmental and any other documentation the Construction Contractor reasonably requires for the Subcontractor to mobilize to site.
 - o Measurement & Earning Rules: This amount will be paid as a lump sum when the Subcontractor has mobilized to site including establishing site office(s) and provided all compliance documentation and subject to approval from the Construction Contractor.
- ITEMS 4.2, T3.2 SITE SAFETY PROGRAM REQUIREMENTS
 - o Full Description: Subcontractor to execute the scope of work in full compliance with Construction Contractor's Safety requirements.
 - o Measurement & Earning Rules: This amount will be paid on a progress basis as the Subcontractor executes

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 40 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

the scope of work with corresponding Safety requirements in full compliance with the Construction Contractor's Health and Safety requirements.

- ITEM 4.3.1 to 4.4.3, 6 – INSTALLATION (INCLUDING TENSIONING) OF OCS SYSTEM AND GROUNDING
 - o Full Description: Installation and tensioning of OCS system and grounding works, and completion of all required compliance documentation and subject to inspection and approval from Construction Contractor or Construction Contractor's designate.
 - o Measurement & Earning Rules: Poles will be payable monthly, based on the number of poles installed compared to the total number of poles in the scope of work. For contact/messenger wire and accessories, tensioning and grounding works, the items will be paid monthly for the percentage of work completed. Payment of poles, contact/messenger wire, tensioning, and accessories and grounding works are subject to Subcontractor providing all compliance documentation and subject to inspection and approval from Construction Contractor or Construction Contractor's designate. Measurements to be verified and agreed by Construction Contractor.
- ITEMS 5.1 AND 5.2 – OCS TESTING & COMMISSIONING (Site Acceptance Test 'SAT' & Site Integration Test 'SIT')
 - o Full Description: Completion of OCS testing & commissioning and completion of all required compliance documentation and subject to inspection and approval from Construction Contractor or Construction Contractor's designate.
 - o Measurement & Earning Rules: These amounts will be paid on a progress payment basis as the Subcontractor successfully completes the OCS testing & commissioning and Subcontractor providing all compliance documentation and subject to inspection and approval from Construction Contractor or Construction Contractor's designate. This includes meeting regulatory, permits for turnover to operations, and any other documentation Construction Contractor requires for validation.
- ITEM T3.3 to T3.11 – INSTALLATION OF TPSS, INSTALLATION OF TPSS CABLING
 - o Full Description: Installation of TPSS and TPSS Cabling and completion of all required compliance documentation and subject to inspection and approval from Construction Contractor or Construction Contractor's designate.
 - o Measurement & Earning Rules: This amount will be as a lump sum upon complete installation of each TPSS. Cabling will be payable monthly for the percentage of work completed. Payment of TPSS and cabling works are subject to Subcontractor providing all compliance documentation, including pre start-up testing and subject to inspection, testing and approval from Construction Contractor or Construction Contractor's designate.
- ITEM T4, T5 – INSTALLATION OF POWER PLANT TRANSMISSION TO TPSS SWITCHGEAR AND SCADA INSTALLATION
 - o Full Description: Installation of power plant transmission to TPSS switchgear and SCADA installation and completion of all required compliance documentation and subject to inspection and approval from Construction Contractor or Construction Contractor's designate.
 - o Measurement & Earning Rules: This amount will be paid on a progress payment basis per TPSS location upon completion of installation of power plant transmission to TPSS switchgear and SCADA installation and Subcontractor providing all compliance documentation and subject to inspection and approval from Construction Contractor or Construction Contractor's designate.
- ITEM T6.1 AND 6.2 – TPSS TESTING AND COMMISSIONING (Site Acceptance Test 'SAT' & Site Integration Test 'SIT')
 - o Full Description: TPSS testing and commissioning and completion of all required compliance documentation

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 41 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

and subject to inspection and approval from Construction Contractor or Construction Contractor's designate.

- o Measurement & Earning Rules: This amount will be paid on a progress payment basis per TPSS location as the Subcontractor successfully completes the testing and commissioning (SAT and SIT) of the TPSS system and Subcontractor providing all compliance documentation and subject to inspection and approval from Construction Contractor or Construction Contractor's designate. This includes meeting regulatory, permits for turnover to operations, and any other documentation Construction Contractor requires for validation.
- ITEMS 7, T7 – INTERIM MAINTENANCE AND PROTECTION OF OCS AND TPSS
 - o Full Description: Interim maintenance and protection of OCS and TPSS system and completion of all required compliance documentation and subject to inspection and approval from Construction Contractor or Construction Contractor's designate.
 - o Measurement & Earning Rules: Amounts will be paid on a progress basis on equal monthly payments for the duration, commencing once the components of OCS and TPSS are in service to Substantial Completion, subject to Subcontractor providing all compliance documentation and subject to inspection and approval from Construction Contractor or Construction Contractor's designate.
- ITEMS 8, T8 – SPARE PARTS FOR OCS AND TPSS
 - o Full Description: Supply and delivery of spare parts for OCS and TPSS and completion of all required compliance documentation and subject to inspection and approval from Construction Contractor or Construction Contractor's designate.
 - o Measurement & Earning Rules: The items will be paid based on the value of spare parts ordered by Construction Contractor and delivered and Subcontractor providing all compliance documentation and subject to inspection and approval from Construction Contractor or Construction Contractor's designate.
- ITEMS 9, 10, T9, T10 – DEMOBILIZATION, COMPLETION DOCUMENTATION, MANUALS, AS BUILT DRAWINGS
 - o Full Description: Demobilize from site and provision of all completion documentation reasonably required by the Construction Contractor including manuals, as-built drawings, closure of non-conformances, completion of all inspection and test plans, provision of test results, etc.
 - o Measurement & Earning Rules: These amounts will be paid as a lump sum when the Subcontractor has demobilized from site and provided all documentation in full compliance with the Construction Contract and subject to approval from the Construction Contractor or Construction Contractor's designate.

1.4 Rates/Unit Prices for Change Orders

DESCRIPTION	UNIT OF MEASURE	COST	COMMENTS
As per Appendix 3 - Rates/Unit Prices for Change Orders			

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 42 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

- (i) The above labour rates shall be all-inclusive of the cost of personnel employed directly at the Site for Change Orders or Change Directives as authorized by Construction Contractor in accordance with the Subcontract, and shall only be subject to mark-up in accordance with Section 1.5 of Schedule B. For certainty, such rates shall include: direct wages; payroll burdens including Worker's Compensation assessments, holiday pay, employment insurance, travelling and living allowances, pension plan payments, any other labour additives required by law, and other such costs which form part of the employee's terms of employment; insurance premiums; small tools and equipment under **CAD\$3,000** in individual replacement value; consumable and expendable supplies; Subcontractor's supervision; site & home office administration support and overheads.
- (ii) The above material rates shall be all-inclusive of the cost of materials provided by the Subcontractor and permanently installed at the Site for Change Orders or Change Directives as authorized by Construction Contractor in accordance with the Subcontract, and shall only be subject to mark-up in accordance with Section 1.5 of Schedule B. Rates for all other materials purchased by the Subcontractor and permanently installed at the Site for Change Orders or Change Directives as authorized by Construction Contractor in accordance with the Subcontract shall be pre-approved by Construction Contractor.
- (iii) The above equipment rates shall be all-inclusive of the cost of equipment used exclusively at the Site for Change Orders or Change Directives, and shall only be subject to mark-up in accordance with Section 1.5 of Schedule B. Rates for all other provision of equipment for Change Orders or Change Directives (with individual replacement values in excess of the **CAD\$3,000**) used exclusively at the Site for Change Orders or Change Directives shall be pre-approved by Construction Contractor.

1.5 Mark-ups for Change Orders

DESCRIPTION	ALLOWABLE MARK-UP (%) - MAXIMUM	COMMENTS
Labour	0 %	N/A
Materials	10 %	N/A
Equipment >CAD\$3,000 Replacement Value	0 %	Any equipment rental rates, not listed on Appendix 3, must be approved by the Construction Contractor through change order prior to mobilization to the Project or Work Site. The cost of such equipment rental together with the transport cost to deliver to the Project or Work Site shall be reimbursed to the Subcontractor, upon Subcontractor presentation of Supplier's invoice and proof of equipment delivery as verification, plus a Mark-Up Fee to cover Subcontractor's overhead, administration and profit. Equipment rates shall in any case not be greater than 75% of OPSS 127 Rates based on durations required.
Sub-subcontractors	7.5 %	N/A
Note the above mark-ups are only applicable to Change Orders or Change Directives as authorized by Construction Contractor in accordance with the Subcontract.		

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 43 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

1.6 Optional Prices

DESCRIPTION	UNIT OF MEASURE	COST	COMMENTS
Supply and install of ONE OCS structure. Include but not limited to: Pole with double cantilever, all required accessories, etc.	EA	\$38,678.70	N/A
Credit spring tensioner OCS system	LS	-\$400,000.00	N/A
Note optional prices shall only be paid for items pre-approved by the Construction Contractor and properly provided in accordance with the Subcontract Documents.			

2. PAYMENT TERMS

2.1 Subject to GC 10.10 and to the other provisions of the Subcontract Documents, and provided that Subcontractor is in compliance with the applicable Conditions to Payment and its obligations in the Subcontract Documents

2.1.1 The Subcontractor shall submit a monthly pro-forma draft application (the "**Draft Application**") for payment no later than the twentieth (20th) day of the month to the Construction Contractor identifying all work executed on site(s) for the period of work of that month with a quantity cut-off of the last day of that month. The Draft Application shall be submitted in the form provided by the Construction Contractor, attached hereto as Appendix 1, and be e-mailed to costcontrols@mosaictransit.com. The Draft Application must include adequate information to support the value(s) included.

2.1.2 The Draft Application shall only include values or quantities for works already forming part of the original Subcontract scope or those which have been adjusted by a Change Order completed in accordance with GC 10.7.

2.1.3 Following Construction Contractor receipt of Draft Application, the Parties will have a maximum of ten (10) days or the last day of the month the Draft Application was submitted, whichever is earlier, to agree on the values and quantities to be included in the agreed finalized application. The Subcontractor will then submit the finalized application and invoice to the Construction Contractor in the agreed amount on the first day of the subsequent month (the "**Application for Payment**").

2.1.4 No Application for Payment shall be submitted in advance of the process noted in Sections 2.1.1 and 2.1.2 of this Schedule B.

2.1.5 In the event that Draft Application for payment is submitted later than the twentieth (20th) day of the month, the amounts included therein will not be processed until the following month and no Application for Payment shall be submitted before an agreement is reached on the subsequent month value due.

2.1.6 For each Application for Payment that is correctly issued, the Construction Contractor shall make payments to the Subcontractor, no later than **forty-five (45)** calendar days after the receipt of the Application for Payment by the Construction Contractor (or upon the receipt of corresponding funds by the Construction Contractor if later), in the amount of 90% of the amount applied for in that Application for Payment, plus HST.

2.1.7 All Applications for Payment shall (i) be addressed to the Construction Contractor, Mosaic Transit Constructors General Partnership; (ii) list the Purchase Order and/or Subcontract Agreement Number; and (iii) be e-mailed to ap-contracts@mosaictransit.com, in the event the Subcontractor cannot e-mail Applications for Payment to the Construction Contractor, hard copies of the Application for Payment may be mailed to 555 Hanlan Road, Unit 8, Woodbridge ON L4L 4R8. The Subcontractor shall make commercially reasonable efforts to send one Application for Payment per month.

2.1.8 All Applications for Payment shall be supported by the additional documentation outlined in Schedule B, Section 4 below in addition to a copy of the finalized Application for Payment agreed as per Section 2.1.2 of this Schedule B; failure to provide this information with the Application for Payment will delay processing payment until such time as the documentation is received and the Forty-Five (45) Calendar Day period for

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 44 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

payment will not commence until receipt thereof by the Construction Contractor.

- 2.1.9 Any amounts included in a draft monthly application but not agreed for inclusion in that month's Application for Payment, will be the subject of discussion and agreement between the Parties to ensure that any adjustment required may be properly included in the next month's Draft Application; where such agreement cannot be reached any amounts related thereto will be the subject of resolution via the procedures set out in GC 10 and 11.
- 2.1.10 All amendments to the terms of this Agreement shall be agreed and documented by the Parties, in accordance with GC 10 above, in advance of any action on behalf of the Subcontractor and no work shall be included in any monthly Application for Payment until such documentation is in place.
- 2.1.11 Failure to follow these terms may result in inefficiencies and avoidable delays in receiving payment and settling accounts; the Construction Contractor will not be liable for any claims related to the late payment of Applications for Payment or the application of any interest for late payment where these payment terms have not been followed by the Subcontractor.
- 2.1.12 The Subcontractor shall formally confirm to the Construction Contractor when the Subcontractor believes it has met the requirements for completion as per the CLA (for the avoidance of doubt this shall include completion of works onsite and the satisfactory provision of all close-out documentation).
- 2.1.13 With respect to the Subcontractor's duly submitted final application for payment, pay to Subcontractor the amount withheld from progress payments made pursuant to Section 2.1.6 of this Schedule B on the day following the expiration of the Holdback Period.
- 2.1.14 Notwithstanding Section 2.1.13 of this Schedule B, the Construction Contractor may retain out of the holdback amount any sums required by law to satisfy any liens or legal hypothecs against the Subcontract Work or, if permitted by law, other third party monetary claims against the Subcontractor which may be enforceable against the Construction Contractor.

2.2 Project Co Default: Notwithstanding any other provision of this Subcontract, Construction Contractor's obligation to make payment to Subcontractor or otherwise comply with Section 2.1 of this Schedule B shall be suspended during the period of breach by Project Co of any of its payment obligations to Construction Contractor under the Construction Contract, except that where:

- (a) the reason for non-payment by Project Co to Construction Contractor is not related to any act or omission by the Subcontractor or any person or party for whom Subcontractor may be responsible at law or otherwise; and
- (b) Subcontractor is not in Default of the Subcontract,

Construction Contractor shall, within seven (7) calendar days following the 90th day calendar day from which payment was due to Construction Contractor pursuant to the Construction Contract, make payment to Subcontractor of that portion of the unpaid amount which would have become payable pursuant to Section 2.1 but for this Section 2.2.

3. INTEREST

3.1 Should either Party fail to make payments as they become due under the terms of this Subcontract or in an award by arbitration or court, interest at the rate of one per cent (1%) per annum above the prime rate, as quoted by the Royal Bank of Canada, on such unpaid amounts shall also become due and payable until payment.

3.2 Interest shall apply at the rate and in the manner prescribed by Section 3.1 of this Schedule B on the settlement amount of any claim in from the date the amount would have been due and payable under the Subcontract, had it not been in dispute, until the date it is paid.

4. CONDITIONS TO PAYMENT

4.1 "**Conditions to Payment**" means the conditions that must be satisfied by the Subcontractor before any payment is released under the Subcontract and includes delivery of the following to the Construction Contractor, in form and content acceptable to the Construction Contractor in the Construction Contractor's sole discretion acting reasonably:

- (a) prior to or in conjunction with the submission of the first application for payment:
 - (i) an executed copy of this Subcontract;

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 45 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

- (ii) a completed and approved environmental, health and safety questionnaire;
 - (iii) a completed confidentiality undertaking;
 - (iv) evidence that the Performance Security required by Schedule D has been provided, if applicable;
 - (v) the insurance documentation required by Schedule D of the Subcontract;
 - (vi) evidence of compliance by the Subcontractor with applicable workers' compensation legislation, including documentation verifying proof of current workers compensation coverage, including payments required thereunder (commonly referred to as clearance certificates or similar documentation);
 - (vii) those safety and environmental documents required by the Subcontract Documents, in a form acceptable to the Construction Contractor;
 - (viii) a fully completed *Ministry of Labour Form 1000- Registration of Contractors and Employers Engaged in Construction*; and
 - (ix) all such other documents as the Construction Contractor may reasonably request respecting the Subcontract Work; and
 - (x) monthly report no later than the twentieth (20th) day of the month or as otherwise requested by the Construction Contractor (the form of such report will be provided to the Subcontractor);
- (b) in conjunction with the submission of each subsequent application for payment:
- (i) a statutory declaration, dated the same date as the corresponding application for payment and in the form of Schedule E, stating that payments in connection with the Subcontract Work have been made up to and including the latest progress payment received and, if requested by the Construction Contractor, a statutory declaration from any sub-subcontractor in similar form;
 - (ii) evidence of discharge or vacation of all liens in accordance with this Subcontract;
 - (iii) evidence of compliance by the Subcontractor with applicable workers' compensation legislation, including documentation verifying proof of current workers compensation coverage, including payments required thereunder (commonly referred to as clearance certificates or similar documentation); and
 - (iv) a summary of the status of all outstanding issues as required by GC 10.8;
 - (v) a summary demonstrating the Subcontractor's compliance with GC 3.8 in a form provided by the Construction Contractor;
 - (vi) all such other documents as the Construction Contractor may reasonably request respecting the Subcontract Work, including evidence of the continued validity of those items listed in 4.1(a) above; and
- (c) in the case of the Subcontractor's final application for payment and release of holdback:
- (i) those items referred to in paragraph 4.1(b) above;
 - (ii) an executed Certificate of Release in the form attached as Schedule F;
 - (iii) any certificates requested by Construction Contractor as required to allow Construction Contractor to certify the completion of the Project, as required by the Construction Contract;
 - (iv) all close-out documentation required by the Subcontract Documents, including, as applicable:
 - (1) Product operations manuals, instructions and brochures;
 - (2) Product specifications, data sheets and brochures, parts lists and assembly drawings, performance curves and other related data;
 - (3) Shop Drawings and as-built drawings;
 - (4) Line drawings, value charts and control sequences with description of the sequence of operations;
 - (5) Warranty documents, including warranty certificates as may be required by Building

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 46 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

Contractor or Construction Contractor or Authority;

- (6) Service and maintenance reports;
 - (7) Specifications;
 - (8) Declaration of last supply;
 - (9) Maintenance manuals;
 - (10) Cut sheets;
 - (11) Subcontractor's assessment of Construction Contractor's project team; and
 - (12) all other relevant literature from suppliers and manufacturers.
- (v) all such other documents as the Construction Contractor may reasonably request respecting the Subcontract Work, including evidence of the continued validity of those items listed in 4.1(a) and 4.1(b) above.

For greater certainty, should Subcontractor proceed with any Subcontract Work without complying with the Conditions to Payment in this Schedule B, whether or not such performance was permitted or encouraged by Construction Contractor, Subcontractor shall be deemed to have waived its right to any payment hereunder until it is in compliance with the Conditions to Payment. The waiver of payment shall not constitute an excuse or reason for non-performance of the Subcontract Work by Subcontractor.

[End of Schedule B]

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 47 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

SCHEDULE B - APPENDIX 1

MOSAIC TRANSIT CONSTRUCTORS GP						MOSAIC TRANSIT GROUP	
PROGRESS PAYMENT CERTIFICATE							
Subcontractor :		Summary Page		Payment Demand No :			
Address :				Period		To	
Subcontract Title :							
Subcontract Number :						Date	
	Description	Contract Price	Cumulative Paid to Date - Previous Month	This Period	Cumulative Amount Paid To Date		
		Amount	Amount	Amount	Amount		
Appendix 1 Original Contract	ORIGINAL CONTRACT	-	-	-	-		
Appendix 2 Approved Change Order	APPROVED CHANGE ORDER 's	-	-	-	-		
Appendix 3 Pending Change Order	PENDING CHANGE ORDER 's	-	-	-	-		
ACCORDING TO INVOICING PAYMENT	TOTAL CONTRACT AND AMENDMENT	-	-	-	-		
	HOLDBACK (-) /HOLDBACK RELEASE (+) 10.0%		0.00	0.00	0.00		
	ADVANCE (+) / ADVANCE REPAYMENT (-) 0.0%		0.00	0.00	0.00		
	TOTAL BEFORE TAXES		-	-	-		
	HST 13.0%		-	-	-		
	TOTAL		-	-	-		

[End of Schedule B - Appendix 1]

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 48 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

SCHEDULE C

Subcontract Schedule

Activity ID	Activity Name	Start	Finish
KEY DATES & MILESTONES		30-Nov-20	02-Jan-21
PERMANENT POWER SUPPLY FOR OTC (OFFERS TO CONNECT) IN-SERVICE DATES		30-Nov-20	02-Jan-21
KS-OTC-070	Permanent Power Supply for OTC In-Service Date (TPSS #9)		30-Nov-20
KS-OTC-060	Permanent Power Supply for OTC In-Service Date (TPSS #7)		14-Dec-20
KS-OTC-065	Permanent Power Supply for OTC In-Service Date (TPSS #8)		02-Jan-21*
KS-OTC-055	Permanent Power Supply for OTC In-Service Date (TPSS #6)		02-Jan-21*
KS-OTC-050	Permanent Power Supply for OTC In-Service Date (TPSS #5)		02-Jan-21*
KS-OTC-045	Permanent Power Supply for OTC In-Service Date (TPSS #4)		02-Jan-21*
KS-OTC-040	Permanent Power Supply for OTC In-Service Date (TPSS #3)		02-Jan-21*
KS-OTC-035	Permanent Power Supply for OTC In-Service Date (TPSS #2)		02-Jan-21*
KS-OTC-030	Permanent Power Supply for OTC In-Service Date (TPSS #1)		02-Jan-21*
ENGINEERING DESIGN & REVIEW PROCEDURE		12-Jun-18 A	05-Aug-20
PERMITS, LICENCES & APPROVALS (PLA) [S-119, S-113]		01-Aug-19 A	23-Nov-21
MAJOR PROCUREMENT		22-May-19 A	25-Mar-22
P-130 Overhead Catenary System (OCS)		22-May-19 A	08-Mar-21
PR-P130-040	Vendor Shop Drawings Review/Approval - Overhead Catenary System (OCS)	09-Dec-19 A	21-Jan-20
PR-P130-050	Fabricate/Manufacture - Overhead Catenary System (OCS)	22-Jan-20	23-Apr-20
PR-P130-060	Factory Acceptance Testing (FAT) - Overhead Catenary System (OCS)	02-Apr-20	30-Apr-20
OCS - Delivery		01-May-20	08-Mar-21
PR-P130-80	Delivery - Overhead Catenary System (OCS) - MSF Area and Burn-in (Part D)	01-May-20	30-Sep-20
PR-P130-90	Delivery - Overhead Catenary System (OCS) - Remaining Alignment	01-Oct-20	08-Mar-21
P-210 TPSS Equipment		06-Jun-19 A	26-Jul-21
PR-P210-010	Request for Quotation (RFQ) - TPSS Equipment	06-Jun-19 A	29-Jul-19 A
PR-P210-020	Bid Evaluation - TPSS Equipment	30-Jul-19 A	21-Aug-19 A
PR-P210-030	Release Purchase Order - TPSS Equipment	22-Aug-19 A	29-Nov-19 A
PR-P210-040	Vendor Shop Drawings Review/Approval - TPSS Equipment	06-Dec-19 A	30-Jan-20
TPSS #9 (in MSF)		31-Jan-20	07-Dec-20
PR-P210-TP9-050	Fabricate/Manufacture TPSS #9	31-Jan-20	16-Nov-20

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 49 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

PR-P210-TP9-060	Factory Acceptance Testing (FAT) TPSS #9	17-Nov-20	30-Nov-20
PR-P210-TP9-080	Delivery TPSS #9	01-Dec-20	07-Dec-20
TPSS #7		17-Nov-20	21-Dec-20
PR-P210-TP7-050	Fabricate/Manufacture TPSS #7	17-Nov-20	14-Dec-20
PR-P210-TP7-060	Factory Acceptance Testing (FAT) TPSS #7	08-Dec-20	14-Dec-20
PR-P210-TP7-080	Delivery TPSS #7	15-Dec-20	21-Dec-20
TPSS #6		15-Dec-20	22-Mar-21
PR-P210-TP6-050	Fabricate/Manufacture TPSS #6	15-Dec-20	19-Jan-21
PR-P210-TP6-060	Factory Acceptance Testing (FAT) TPSS #6	09-Mar-21	15-Mar-21
PR-P210-TP6-080	Delivery TPSS #6	16-Mar-21	22-Mar-21
TPSS #8		20-Jan-21	24-Feb-21
PR-P210-TP8-050	Fabricate/Manufacture TPSS #8	20-Jan-21	17-Feb-21
PR-P210-TP8-060	Factory Acceptance Testing (FAT) TPSS #8	10-Feb-21	17-Feb-21
PR-P210-TP8-080	Delivery TPSS #8	18-Feb-21	24-Feb-21
TPSS #5		18-Feb-21	24-Mar-21
PR-P210-TP5-050	Fabricate/Manufacture TPSS #5	18-Feb-21	17-Mar-21
PR-P210-TP5-060	Factory Acceptance Testing (FAT) TPSS #5	11-Mar-21	17-Mar-21
PR-P210-TP5-080	Delivery TPSS #5	18-Mar-21	24-Mar-21
TPSS #4		18-Mar-21	22-Apr-21
PR-P210-TP4-050	Fabricate/Manufacture TPSS #4	18-Mar-21	15-Apr-21
PR-P210-TP4-060	Factory Acceptance Testing (FAT) TPSS #4	09-Apr-21	15-Apr-21
PR-P210-TP4-080	Delivery TPSS #4	16-Apr-21	22-Apr-21
TPSS #3		16-Apr-21	28-May-21
PR-P210-TP3-050	Fabricate/Manufacture TPSS #3	16-Apr-21	13-May-21
PR-P210-TP3-060	Factory Acceptance Testing (FAT) TPSS #3	14-May-21	20-May-21
PR-P210-TP3-080	Delivery TPSS #3	21-May-21	28-May-21
TPSS #2		14-May-21	18-Jun-21
PR-P210-TP2-050	Fabricate/Manufacture TPSS #2	14-May-21	11-Jun-21
PR-P210-TP2-060	Factory Acceptance Testing (FAT) TPSS #2	07-Jun-21	11-Jun-21
PR-P210-TP2-080	Delivery TPSS #2	14-Jun-21	18-Jun-21
TPSS #1		14-Jun-21	26-Jul-21
PR-P210-TP1-050	Fabricate/Manufacture TPSS #1	14-Jun-21	12-Jul-21
PR-P210-TP1-060	Factory Acceptance Testing (FAT) TPSS #1	13-Jul-21	19-Jul-21
PR-P210-TP1-080	Delivery TPSS #1	20-Jul-21	26-Jul-21
P-340 Systems - Articles 8-24 Procurement		03-Sep-20	25-Mar-22
Articles 8-24 - Manufacturing of the wayside equipment		03-Sep-20	20-Jan-22
PR-SIC-SYS-MAN-020	Manufacturing 2nd batch (Stops, TPSS) (Articles 08, 09, 10, 13, 14, 16, 19, 24)	03-Sep-20	03-Sep-21
PR-SIC-SYS-MAN-060	Manufacturing 6th batch (OCS) (Article 08)	20-Jan-21	20-Jan-22
Articles 8-24 - Wayside equipment Factory Acceptance Test (FAT)		07-Sep-21	10-Feb-22
PR-SIC-SYS-FAT-030	FAT of 2nd batch (Stops, TPSS) (Articles 08, 09, 10, 13, 14, 16, 19, 24)	07-Sep-21	27-Sep-21

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 50 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

PR-SIC-SYS-FAT-080	FAT of 6th batch (OCS) (Article 08)	21-Jan-22	10-Feb-22
Articles 8-24 - Delivery of the wayside equipment to the site		28-Sep-21	25-Mar-22
PR-SIC-SYS-DEL-020	Delivery of 2nd batch (Stops, TPSS) (Articles 08, 09, 10, 13, 14, 16, 19, 24)	28-Sep-21	09-Nov-21
PR-SIC-SYS-DEL-060	Delivery of 6th batch (OCS) (Article 08)	11-Feb-22	25-Mar-22
CONSTRUCTION & INSTALLATION		12-Jun-20	16-May-22
C-0100 Humber College Station		21-May-21	05-Jan-22
C-0155 Civil & Guideway (STAGE 6)		21-May-21	12-Jul-21
HC-1A-CS4-110	OCS pole foundation (19+260 - 19+540)	21-May-21	25-May-21
HC-2A-CS4-270	OCS pole foundation (3+578 - 3+892)	21-Jun-21	24-Jun-21
HC-1A-CS4-150	OCS pole foundation (19+970 - 3+760)	25-Jun-21	29-Jun-21
HC-1B-CS4-190	OCS pole foundation (19+540 - 20+075)	08-Jul-21	12-Jul-21
C-0195 Station-wide Installation (STAGE 12)		05-Oct-21	05-Jan-22
Equipment & Systems Installation		05-Oct-21	05-Jan-22
OCS Systems Installation		05-Oct-21	05-Jan-22
HC-STA-SYS-0020	OCS - HC Station - OCS Systems Installation	05-Oct-21	05-Jan-22
C-0200 Finch West Maintenance Shop Facility (MSF)		12-Jun-20	19-Apr-21
C-0255 TPSS - Finch West MSF		08-Dec-20	24-Feb-21
Installation of TPSS		08-Dec-20	08-Feb-21
MS-TPS-940	TPSS #9 AT GRADE - Install TPSS #9 AT MSF	08-Dec-20	08-Feb-21
Mechanical & Electrical Installation		09-Feb-21	24-Feb-21
MS-TPS-MEC-1890	TPSS #9 Mechanical and Electrical Wirings	09-Feb-21	24-Feb-21
C-0260 Facility-wide		12-Jun-20	19-Apr-21
Equipment & Systems Installation		12-Jun-20	25-Mar-21
OCS Systems Installation		12-Jun-20	25-Mar-21
MS-EQ-OCS-1700	Complete OCS System Installation - Zone 2	12-Jun-20	14-Aug-20
MS-EQ-OCS-1710	Complete OCS System Installation - Zone 3	17-Aug-20	19-Oct-20
MS-EQ-OCS-1740	Complete OCS System Installation - Zone 4	27-Nov-20	05-Feb-21
MS-EQ-OCS-1720	Complete OCS System Installation - Zone 5	08-Feb-21	25-Mar-21
Partial Testing - Finch West MSF		19-Mar-21	19-Apr-21
C-0300 Finch West Terminal Station		14-Dec-21	06-Jan-22
C-0335 Terminal Station-wide		14-Dec-21	06-Jan-22
OCS Installation		14-Dec-21	06-Jan-22
KF-5E-CS5-STR-130	Install OCS Poles (B5F-CS5)	14-Dec-21	21-Dec-21
KF-5E-CS5-STR-210	OCS - Install catenary system (B5F-CS5)	22-Dec-21	06-Jan-22
C-0400 Finch Ave. West Mainline: Roadway, Guideway, Civil, Utilities & Installations		22-Oct-20	16-May-22
C-1400 Mainline Trackside - Traction Power Substations (TPSS) - except MSF		01-Sep-20	01-Feb-22
Block 1-A - TPSS #1 - Humber College (3+200)		07-May-21	10-Sep-21
TPS-1A-250	Fencing/Removals/Excavation - TPSS #1 (B1A-TPS)	07-May-21	31-May-21
TPS-1A-260	Foundation - TPSS #1 (B1A-TPS)	01-Jun-21	15-Jun-21
Agreement No. 50-CS-80	Overhead Catenary System (OCS) Traction Power Substations (TPSS)	Cymi Canada Inc. Page 51 of 75	



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

TPS-1A-265	Prefab. Building Supply/Installation - TPSS #1 (B1A-TPS)	27-Jul-21	02-Aug-21
TPS-1A-270	Electrical Installation - TPSS #1 (B1A-TPS)	03-Aug-21	02-Sep-21
TPS-1A-280	Final Connection - TPSS #1 (B1A-TPS)	03-Sep-21	10-Sep-21
Block 2-D - TPSS #2 - NE Corner of Martin Grove Rd. (4+730)		26-Aug-21	22-Nov-21
TPS-2D-250	Fencing/Removals/Excavation - TPSS #2 (B2D-TPS)	26-Aug-21	20-Sep-21
TPS-2D-260	Foundation - TPSS #2 (B2D-TPS)	21-Sep-21	04-Oct-21
TPS-2D-265	Prefab. Building Supply/Installation - TPSS #2 (B2D-TPS)	05-Oct-21	13-Oct-21
TPS-2D-270	Electrical Installation - TPSS #2 (B2D-TPS)	14-Oct-21	12-Nov-21
TPS-2D-280	Final Connection - TPSS #2 (B2D-TPS)	15-Nov-21	22-Nov-21
Block 2-F - TPSS #3 - SW Corner of Kipling Ave. (5+720)		01-Nov-21	01-Feb-22
TPS-2F-250	Fencing/Removals/Excavation - TPSS #3 (B2F-TPS)	01-Nov-21	23-Nov-21
TPS-2F-260	Foundation - TPSS #3 (B2F-TPS)	24-Nov-21	07-Dec-21
TPS-2F-265	Prefab. Building Supply/Installation - TPSS #3 (B2F-TPS)	09-Dec-21	15-Dec-21
TPS-2F-270	Electrical Installation - TPSS #3 (B2F-TPS)	16-Dec-21	25-Jan-22
TPS-2F-280	Final Connection - TPSS #3 (B2F-TPS)	26-Jan-22	01-Feb-22
Block 3-E - TPSS #4 - NE Corner of Pearldale Ave. (7+660)		05-Aug-21	29-Oct-21
TPS-3E-250	Fencing/Removals/Excavation - TPSS #4 (B3E-TPS)	05-Aug-21	26-Aug-21
TPS-3E-260	Foundation - TPSS #4 (B3E-TPS)	27-Aug-21	13-Sep-21
TPS-3E-265	Prefab. Building Supply/Installation - TPSS #4 (B3E-TPS)	14-Sep-21	21-Sep-21
TPS-3E-270	Electrical Installation - TPSS #4 (B3E-TPS)	22-Sep-21	22-Oct-21
TPS-3E-280	Final Connection - TPSS #4 (B3E-TPS)	25-Oct-21	29-Oct-21
Block 4-A - TPSS #5 - NE C.P.R. (9+600) - Weston Road		10-May-21	03-Aug-21
TPS-4A-250	Fencing/Removals/Excavation - TPSS #5 (B4A-TPS)	10-May-21	01-Jun-21
TPS-4A-260	Foundation - TPSS #5 (B4A-TPS)	03-Jun-21	17-Jun-21
TPS-4A-265	Prefab. Building Supply/Installation - TPSS #5 (B4A-TPS)	18-Jun-21	24-Jun-21
TPS-4A-270	Electrical Installation - TPSS #5 (B4A-TPS)	25-Jun-21	27-Jul-21
TPS-4A-280	Final Connection - TPSS #5 (B4A-TPS)	28-Jul-21	03-Aug-21
Block 4-C - TPSS #6 - W of MSF. (10+650) - HWY 400		12-Nov-20	14-Apr-21
TPS-4C-290	Fencing/Removals/Excavation - TPSS #6 (B4C-TPS)	12-Nov-20	04-Dec-20
TPS-4C-300	Foundation - TPSS #6 (B4C-TPS)	07-Dec-20	22-Mar-21
TPS-4C-330	Prefab. Building Supply/Installation - TPSS #6 (B4C-TPS)	23-Mar-21	29-Mar-21
TPS-4C-310	Electrical Installation - TPSS #6 (B4C-TPS)	30-Mar-21	06-Apr-21
TPS-4C-320	Final Connection - TPSS #6 (B4C-TPS)	08-Apr-21	14-Apr-21
Block 5-C - TPSS #7 - E of Tobermory Dr. (12+300)		01-Sep-20	12-Feb-21
TPS-5C-250	Fencing/Removals/Excavation - TPSS #7 (B5C-TPS)	01-Sep-20	24-Sep-20
TPS-5C-260	Foundation - TPSS #7 (B5C-TPS)	25-Sep-20	09-Oct-20
TPS-5C-265	Prefab. Building Supply/Installation - TPSS #7 (B5C-TPS)	22-Dec-20	05-Jan-21
TPS-5C-270	Electrical Installation - TPSS #7 (B5C-TPS)	07-Jan-21	05-Feb-21

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 52 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

TPS-5C-280	Final Connection - TPSS #7 (B5C-TPS)	08-Feb-21	12-Feb-21
Block 5-D - TPSS #8 - NW corner of Romfield Ln. (13+580) - Keele St		15-Apr-21	12-Jul-21
TPS-5D-290	Fencing/Removals/Excavation - TPSS #8 (B5D-TPS)	15-Apr-21	07-May-21
TPS-5D-300	Foundation - TPSS #8 (B5D-TPS)	10-May-21	25-May-21
TPS-5D-330	Prefab. Building Supply/Installation - TPSS #8 (B5D-TPS)	26-May-21	01-Jun-21
TPS-5D-310	Electrical Installation - TPSS #8 (B5D-TPS)	03-Jun-21	02-Jul-21
TPS-5D-320	Final Connection - TPSS #8 (B5D-TPS)	05-Jul-21	12-Jul-21
SYSTEMS INTERFACE / PICO & RV DELIVERY		14-Jul-21	18-Oct-22
INTEGRATED TESTING & COMMISSIONING		16-Feb-21	18-Jan-23

C 1. Work shall proceed on the Anticipated Start dates, but are subject to change without additional cost provided the Construction Contractor notifies the Subcontractor of the change at least ten (10) Business Days prior to the then-current date (a “**Schedule Notice**”).

C 2. In the event of a change of an Anticipated Start date in accordance with a Schedule Notice, the Duration shall not change and Subcontract Schedule shall adjust accordingly without additional cost.

C 3. Within five (5) Business Days of delivery of a Schedule Notice the Subcontractor shall provide a revised Subcontract Schedule meeting the requirements of GC 7.1.

Appendix Subcontract Schedule as required per GC 7.1 for information purposes.

[End of Schedule C]

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 53 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

SCHEDULE D

Insurance and Performance Security Requirements

1 PERFORMANCE SECURITY

For PCG: The Subcontractor shall, within ten (10) business days from the Effective Date of this Subcontract, at its cost, deliver to Construction Contractor a parental company guarantee from the ultimate parent company (or from an affiliate of the Subcontractor approved by the Construction Contractor in its sole discretion), in a form acceptable to the Construction Contractor, irrevocably and unconditionally guaranteeing to the Construction Contractor that the Subcontractor shall punctually perform all its obligations under the Subcontract, and undertakes to the Construction Contractor to perform all such obligations under the Subcontract if the Subcontractor fails to perform them, and wholly indemnifies the Construction Contractor from such failures to perform such obligations.

The form of Subcontractor Parental Guarantee shall be as per the "Subcontractor PCG" form included in Schedule D – Appendix 1.

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 54 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

2 INSURANCE REQUIREMENTS

From the Effective Date until the completion of the Subcontract Work, the Subcontractor shall, at its own expense, obtain and maintain, or cause to be obtained and maintained, the following insurances and shall provide Certificate(s) of Insurance evidencing that prior to starting the Subcontract Work:

Type of Insurance	Limits
Commercial General Liability with respect to Broad Form Completed Operations	General Aggregate - \$5,000,000 Each Occurrence - \$5,000,000
Non-Owned Automobile	Each Occurrence - \$5,000,000
Automobile Liability	Per Occurrence - \$5,000,000
Workers Compensation	Provide Applicable Provincial Certificate of Clearance
Contractor's Equipment	"All Risks" Contractors' Equipment covering all owned, rented, leased or borrowed contractors' equipment, used by the Subcontractor for the performance of the Subcontract Work which will include coverage in an amount not less than actual value of such equipment.

- I. Except where the project specific insurance responds to the loss, the insurance required by this Schedule D will be primary.
- II. A waiver of subrogation must be allowed by endorsement or otherwise on the Construction Contractor's equipment coverage, in favour of the Construction Contractor, Project Co, Contracting Authority, [City of Toronto, Toronto Transit Commission, Go Transit, an operating division of Metrolinx, Canadian Pacific Railway, Bank of Nova Scotia as Administrative Agent, Computershare Trust Company of Canada as Collateral Trustee and Computershare Trust Company of Canada as Indenture Trustee].
- III. The Commercial General Liability policy shall name the Construction Contractor, Project Co, Contracting Authority, [City of Toronto, Toronto Transit Commission, Go Transit, an operating division of Metrolinx, Canadian Pacific Railway, Bank of Nova Scotia as Administrative Agent, Computershare Trust Company of Canada as Collateral Trustee and Computershare Trust Company of Canada as Indenture Trustee], as Additional Insureds, but only with respect to the liability arising out of the operations of the Subcontractor with respect to the Subcontract Work.
- IV. The certificate of insurance must state that the carrier is responsible for providing Notice to the Construction Contractor, Project Co, Contracting Authority[, City of Toronto, Toronto Transit Commission, Go Transit, an operating division of Metrolinx, Canadian Pacific Railway, Bank of Nova Scotia as Administrative Agent, Computershare Trust Company of Canada as Collateral Trustee and Computershare Trust Company of Canada as Indenture Trustee,] a minimum of ninety (90) days in advance of any expiration, lapse in or termination of coverage.

IT IS THE RESPONSIBILITY OF THE SUBCONTRACTOR TO DETERMINE THE ADEQUACY OF THE OTHER INSURANCES CARRIED BY OR IN FAVOUR OF THE CONSTRUCTION CONTRACTOR FOR THE PROJECT, INCLUDING LIMITS AND DEDUCTIBLES.

If the Subcontractor fails to obtain or maintain, or cause to be obtained and maintained, the insurance required by this Schedule D, or, the policy lapses, is cancelled, or is materially altered, then in addition to any other rights of the Construction Contractor may have, including in respect of a Subcontractor Event of Default, the Construction Contractor, shall have the right, without obligation to do so, to obtain and maintain such insurance itself in the name of the Subcontractor, and the cost thereof shall either, at the Construction Contractor's option, be payable by the Subcontractor to the Construction Contractor on demand or be deducted by the Construction Contractor from the next payment or payments otherwise due to the Subcontractor.

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 55 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

SCHEDULE D - APPENDIX 1

Subcontractor	Subcontractor Name
Subcontract Number	Subcontract Number

PARENT GUARANTEE

THIS **PARENT GUARANTEE** (the "**Guarantee**") is made on _____, 20____

BETWEEN:

- 1) [SUBCONTRACTOR PARENT COMPANY], a [BUSINESS FORM] established under the laws of [JURISDICTION OF FORMATION] (the "**Guarantor**"); and
- 2) MOSAIC TRANSIT CONSTRUCTORS GENERAL PARTNERSHIP, a general partnership comprising Dragados Canada, Inc, Aecon Infrastructure Management Inc. and Dufferin Construction Company, a division of CRH Canada Group Inc. ("**Construction Contractor**").

WHEREAS:

- A. MOSAIC TRANSIT PARTNERS GENERAL PARTNERSHIP, a general partnership formed and ultimately controlled by ACS Infrastructure Canada Inc., Aecon Concessions, a division of Aecon Construction Group Inc. and CRH Canada Group Inc. ("**Project Co**") has on May 3, 2018 entered into an agreement (the "**Project Agreement**") with Ontario Infrastructure and Lands Corporation and Metrolinx (the "**Contracting Authority**") to design, construct, finance, maintain and rehabilitate a new light rail transit system in Toronto, Ontario including approximately 11 km of track along Finch Avenue West, station stops and maintain a storage facility, as further described in the Project Agreement (the "**Project**").
- B. Construction Contractor has on May 3, 2018 entered into an engineering, procurement and construction contract with Project Co in respect of the Project (the "Construction Contract").
- C. This Guarantee is made in connection with a Subcontract [SUBCONTRACT NUMBER] made on [SUBCONTRACT DATE] (the "**Subcontract**") between Construction Contractor, of the first part, and [SUBCONTRACTOR NAME] (the "**Subcontractor**"), of the second part.
- D. The Subcontractor is a wholly-owned subsidiary of the Guarantor. [NTD: Subcontractor to confirm the relationship.]
- E. The Guarantor has agreed to guarantee the obligations of the Subcontractor under the Subcontract.

NOW IT IS HEREBY AGREED as follows:

1. In this Guarantee (including the Recitals), unless otherwise defined herein, words and expressions shall have the same meanings as are respectively assigned to them in the Subcontract.
2. In consideration of Construction Contractor entering into the Subcontract, which provides consideration to both the Guarantor and Subcontractor:
 - (a) the Guarantor absolutely, irrevocably and unconditionally guarantees to Construction Contractor as primary obligor (and not merely as surety) the due and punctual payment, observance and performance of each and all of the obligations, covenants, warranties, duties and undertakings of the Subcontractor to Construction Contractor under and pursuant to the Subcontract (the "**Obligations**") when and if performance of such Obligations shall become due according to the terms of the Subcontract and the due payment and discharge of all such sums of money and liabilities due, owing or incurred or payable and unpaid by the Subcontractor to Construction Contractor pursuant to the Subcontract (taking into account any period for payment of such sums and liabilities expressly provided for in the Subcontract) or as a result of any breach of the terms of the Subcontract by the Subcontractor (including all reasonable and substantiated expenses, including legal fees and taxes incurred by Construction Contractor in connection with Construction Contractor seeking to

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 56 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

enforce any of the above against the Guarantor), to the extent that such amounts are recoverable under the Subcontract, against the Subcontractor. The Guarantor agrees with Construction Contractor that if and whenever at any time and from time-to-time the Subcontractor fails to perform any of its Obligations under the Subcontract or to make payment of any sum due and payable thereunder (taking into account any period for performance of such obligations or payment of such sum expressly provided for in the Subcontract), the Guarantor shall,

- i. in respect of any failure to perform by Subcontractor relating to an Obligation to make payment or discharge of any sum due and payable under the Subcontract, on receipt of a written demand from Construction Contractor notifying the Guarantor of such failure and in any event within five (5) Business Days (as defined in the Subcontract) of such written demand, pay or discharge such liabilities, and
- ii. in respect of any failure to perform by Subcontractor relating to an Obligation to perform under the Subcontract, as promptly as reasonably practicable under the circumstances, on receipt of a written demand from Construction Contractor notifying the Guarantor of such failure and in any event within twenty (20) Business Days (as defined in the Subcontract) of such written demand, have begun taking all reasonably practicable steps towards performing or causing to perform such Obligations, with a view to coming to completion of the Obligations subject to the claim under this Guarantee,

as if the Guarantor instead of the Subcontractor was the Subcontractor under the Subcontract.

- (b) to the extent that such amounts are due and unpaid to Construction Contractor from the Subcontractor under the Subcontract, the Guarantor shall indemnify Construction Contractor, promptly on receipt of written demand from Construction Contractor and in any event within five (5) Business Days of receipt of such written demand, in respect of any claim, demand, proceedings, liability, loss, damage, costs, charges or expenses, including, for greater certainty, third party claims and the cost of defending any third party claims (and any taxes arising thereon) arising out of any failure by the Subcontractor to perform each and all of the Obligations of the Subcontractor or to pay and discharge each and all sums of money and liabilities due, owing, incurred or payable and unpaid by the Subcontractor to Construction Contractor, in each case pursuant to the Subcontract when and if such obligations, warranties, duties and undertakings become due and payable or performable according to the terms of the Subcontract or as a result of any default by the Guarantor in performing any obligation in this Guarantee.
 - (c) the Guarantor shall indemnify Construction Contractor, promptly upon receipt of written demand from Construction Contractor and in any event within five (5) Business Days of receipt of such written demand, against any loss or liability suffered by Subcontractor as a result of any of its Obligations guaranteed by the Guarantor being or becoming unenforceable, invalid or illegal (other than as a result of an act or omission of Construction Contractor) as if the Obligations guaranteed had not become unenforceable, invalid or illegal provided that the Guarantor's liability shall be no greater than the Subcontractor's liability would have been if the Obligations guaranteed had not become unenforceable, invalid or illegal and provided further that the Guarantor shall not be obligated to perform any Obligations to the extent that it would be illegal for it to do so. The Guarantor will not be entitled to exercise any right or recourse that it may have against Construction Contractor or its assets (including any right of subrogation, indemnification or contribution) as a result of any performance made under this Guarantee, until any default by the Subcontractor pursuant to the terms of the Subcontract in respect of which Construction Contractor has made a claim pursuant to this Guarantee has been remedied in full (including satisfaction of any liabilities that arise at any time as a result of any breach by the Subcontractor of any of the Obligations).
3. The Guarantor agrees that this is a guarantee of performance and payment and not merely a guarantee of collection. Construction Contractor shall not be bound or obliged to take any action or legal proceedings against or demand payment from the Subcontractor and the liability of the Guarantor under this Guarantee shall not be conditional or contingent upon pursuit of any remedy against the Subcontractor (although Construction Contractor is entitled to pursue such remedies if it chooses to) or any collateral subject to any

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 57 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

security before seeking satisfaction from the Guarantor of the Obligations guaranteed hereunder, and, to the extent of the foregoing, the obligations of the Guarantor hereunder are independent of the Obligations of the Subcontractor under the Subcontract and a separate action or actions may be brought and prosecuted against the Guarantor to enforce this Guarantee, irrespective of whether any action is brought against the Subcontractor or any other person is joined in any such action or actions. Construction Contractor is under no obligation to marshal or appropriate in favour the Guarantor or to exercise, apply, perfect or recover any security interest or other lien or encumbrance Construction Contractor holds at any time or any funds or property that Construction Contractor may be entitled to receive or have a claim on. Each and every default by the Subcontractor under the Subcontract shall give rise to a separate claim or cause of action hereunder, and separate claims or suits may be brought, as the case may be, hereunder as such default occurs.

4. The Guarantor shall not be exonerated by time being given to the Subcontractor by Construction Contractor nor by any concession or arrangement or waiver or forbearance granted or made by Construction Contractor to or with the Subcontractor or by anything that Construction Contractor may do or omit or neglect to do (including, but without limitation, the assertion or failure or delay to assert any right or remedy of Construction Contractor or the pursuit of any rights or remedies by Construction Contractor or the giving by the Subcontractor of any security or the release, modification or exchange of any such security or the liability of any persons, or any present or future law or regulation purporting to reduce or prejudice any of the obligations or liabilities of the Subcontractor pursuant to the Subcontract) which, but for this provision, might exonerate the Guarantor or by any unenforceability, illegality or invalidity of any provision or provisions of the Subcontract or any of the Subcontractor's Obligations under the Subcontract, so that this Guarantee shall be construed as if there were no such unenforceability, illegality or invalidity, provided that the Guarantor shall not be obligated to perform any obligation to the extent it would be illegal for it to do so.
5. Without prejudice to Construction Contractor's rights against the Subcontractor as principal obligor, the Guarantor shall be deemed principal obligor in respect of the Obligations under this Guarantee and not merely as surety; accordingly, the Guarantor shall not be discharged nor shall its liability hereunder be affected by any act or thing or means whatsoever by which its said liability would have been discharged or affected if it had not been principal obligor.
6. The Guarantor hereby authorizes (without need for further consent) the Subcontractor and Construction Contractor to make any amendment, addendum or variation to the Subcontract, the due and punctual performance of which amendment, addendum or variation shall be likewise guaranteed by the Guarantor in accordance with the terms of this Guarantee. Except to the extent required to reflect such amendment, addendum or variation, the obligations of the Guarantor hereunder shall in no way be affected by any amendment, variation or addendum to the Subcontract.
7. This Guarantee is a continuing guarantee and, accordingly, shall remain in operation and in full force and effect (notwithstanding any intermediate satisfaction by the Subcontractor or any other person) until all Obligations now or hereafter to be carried out or performed and all sums of money and liabilities now or hereafter due, owing, incurred or payable by the Subcontractor to Construction Contractor under the Subcontract shall have been satisfied or performed or, as the case may, be discharged in full and is not revocable and is in addition to and not in substitution for any other security which Subcontractor may at any time hold for the performance of such Obligations and may be enforced against the Guarantor without first having recourse to any such security and without taking any steps or proceedings against the Subcontractor, any other guarantor or any other person. In the event that Construction Contractor brings formal legal proceedings against the Subcontractor related to the Subcontract, the Guarantor will be bound by any final judgment made by the court in such proceedings. Notwithstanding anything else contained in this Guarantee, Construction Contractor shall not make a claim pursuant to this Guarantee unless the Subcontractor is in default pursuant to the terms of the Subcontract and notice of such default has been given to the Subcontractor in accordance with the Subcontract.
8. Neither the liability of the Guarantor hereunder nor the rights of Construction Contractor in relation to this Guarantee shall be discharged, released, reduced, impaired or affected by reason of:
 - (a) any limitation of status or power, disability, incapacity or other circumstance relating to the Subcontractor or any other person, including any insolvency, bankruptcy, liquidation, reorganization,

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 58 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

readjustment, composition, dissolution, winding-up or other proceeding involving or affecting the Guarantor or the Subcontractor;

- (b) any irregularity, defect, unenforceability or invalidity in respect of any Obligations of the Subcontractor;
 - (c) any failure of the Subcontractor, whether or not without fault on its part, to perform or comply with any of the provisions of the Subcontract, or to give notice thereof to the Guarantor;
 - (d) the taking or enforcing or exercising or the refusal or neglect to take or enforce or exercise any right or remedy of Construction Contractor against the Subcontractor or its assets, or the release or discharge of any such right or remedies;
 - (e) the granting of time, renewals, extensions, compromises, concessions, waivers, releases, discharges and other indulgences by Construction Contractor to the Subcontractor;
 - (f) any change in the ownership, control, name, objects, businesses, assets, capital structure or constitution of the Guarantor or the Subcontractor;
 - (g) any merger, amalgamation or consolidation of the Guarantor or the Subcontractor with any person or persons;
 - (h) the existence of any claim, set-off or other rights which the Guarantor may have at any time against the Subcontractor;
 - (i) any compromise, release of any security (including any other guarantee, letter of credit or bond), waiver, renewal, extension, indulgence, compromise, amendment, addition, deletion, change, release, discharge or modification of or with respect to any of the Obligations guaranteed under this Guarantee;
 - (j) any failure, neglect or omission on the part of Construction Contractor or, as the case may be any other person to give the Guarantor notice of the occurrence of any default by the Subcontractor under or with respect to the Obligations, or to realize upon any Obligations or liabilities of the Subcontractor;
 - (k) any judgment or right which Construction Contractor may have or exercise against the Subcontractor or the Guarantor;
 - (l) the Subcontract not being duly executed and delivered by the Subcontractor to Construction Contractor;
 - (m) the Subcontract (and the performance by the Subcontractor of its Obligations thereunder) not being duly authorized by the Subcontractor; and
 - (n) any other act, event or omission which might, but for the provisions of this Guarantee, operate to discharge, impair or otherwise affect any of the obligations or liabilities of the Guarantor hereunder or any of the rights, remedies or powers conferred upon Construction Contractor.
9. For so long as and only while any amount is due, payable and remains unpaid by the Subcontractor under the Subcontract or any amount is due, payable and unpaid by the Guarantor under this Guarantee, the Guarantor shall not claim, recover, accept or prove as creditor or otherwise in competition with Construction Contractor in respect of any monies owing to it by the Subcontractor, on grounds that the Guarantor performed the Obligations of the Subcontractor under the Subcontract, in the event of any bankruptcy, liquidation or other insolvency proceedings relating to the Subcontractor. If any amount shall be paid by the Subcontractor to the Guarantor, on grounds that the Guarantor performed the Obligations of the Subcontractor under the Subcontract, in connection with an insolvency proceeding at any time when all guaranteed Obligations shall not have been fully satisfied, then such amount shall be used by the Guarantor solely towards performance of the unperformed guaranteed Obligations until the guaranteed Obligations are satisfied in full.
10. If any payment by the Subcontractor or the Guarantor in respect of the Obligations of the Subcontractor under and pursuant to the Subcontract is avoided or annulled or must be repaid as a result of insolvency or any similar event, the liability of the Guarantor will continue as if such payment had not occurred (and to the extent necessary, the guarantee of the Guarantor will automatically be reinstated). For greater certainty, the Guarantor agrees that it will remain liable for the performance in full of such Obligations even if the Subcontractor is discharged therefrom by applicable legislation relating to bankruptcy, insolvency or reorganization.

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 59 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

11. The Guarantor represents and warrants to Construction Contractor as follows:

- (a) the Guarantor is a corporation existing under the laws of Canada;
- (b) the Guarantor has the corporate power and authority to own its property and assets, transact the business in which it is engaged and to enter into this Guarantee and perform its obligations hereunder;
- (c) this Guarantee has been duly authorized, executed and delivered by the Guarantor and constitutes a valid and binding agreement of the Guarantor and is enforceable against the Guarantor in accordance with the terms of this Guarantee, except to the extent limited by equitable principles and laws affecting the rights of creditors generally, and no other corporate proceedings on the part of Guarantor or its affiliates are necessary to authorize this Guarantee or the transactions contemplated hereby;
- (d) no consent, authorization or approval or other action by, and no notice to or filing with, any governmental authority or other regulatory body or third party in any jurisdiction is required for the due execution, delivery and performance by the Guarantor of this Guarantee and its signatory is a duly authorized representative and has the power to bind the Guarantor by signing this Guarantee;
- (e) as of the date hereof, the execution, delivery, and performance of this Guarantee does not and will not (i) conflict with or result in a default, breach or violation of any of the terms, conditions or provisions of the Guarantor's certificate or articles of incorporation, bylaws or other organizational documents of the Guarantor, as applicable, (ii) constitute an event which would result in the acceleration in maturity of any material indebtedness for borrowed money in an amount exceeding USD\$25,000,000 (or the equivalent in other currencies) provided that any such failure to pay under the relevant agreement has not been permanently waived, rescinded or annulled in writing by the relevant creditor(s), (iii) violate any material order, writ, injunction decree, arbitration award, statute, rule or regulation applicable to the Guarantor or any of its properties or assets, or (iv) conflict with any material agreement, instrument or arrangement to which the Guarantor is now a party or by which the Guarantor is, or may be, bound, to the extent that any of the above would materially adversely affect its ability to perform its obligations under this Guarantee;
- (f) as of the date hereof, except as disclosed by the Guarantor, there is no actual, or, to the knowledge of the Guarantor, pending or threatened litigation or proceeding against or affecting the Guarantor before any court, governmental authority, commission or arbitrator which, if successful, could reasonably be expected to have a material adverse effect on the ability of the Guarantor to perform its obligations under this Guarantee; and
- (g) the Guarantor acknowledges that it is familiar with the terms of this Guarantee and the Subcontract, including any references to the Construction Contract and the Project Agreement that are explicitly incorporated therein.

12. The Guarantor covenants that, upon demand from Construction Contractor, it will perform all acts and execute all deeds and documents reasonably necessary to give full effect to the provisions hereof and to ensure that this Guarantee will be at all times enforceable against the Guarantor.

13. Any amount not paid when due hereunder shall bear interest at the interest rate set out in the Subcontract, provided that such interest will not be in duplication of any interest payable pursuant to the Subcontract and claimed hereunder.

14.

- (a) If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due hereunder to Construction Contractor in one currency (the "**Original Currency**") into another currency (the "**Judgment Currency**"), the Guarantor agrees, to the fullest extent that it may effectively do so under applicable law, that the rate of exchange used shall be that at which in accordance with normal banking procedures Construction Contractor could purchase the Original Currency with the Judgment Currency on the Business Day preceding that on which final judgment is paid or satisfied.
- (b) The obligations of the Guarantor in respect of any sum due in the Original Currency from it to Construction Contractor under this Guarantee shall, notwithstanding any judgment in any Judgment

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 60 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

Currency, be discharged only to the extent that, on the Business Day following receipt by Construction Contractor of any sum adjudged to be so due in such Judgment Currency, it may in accordance with normal banking procedures purchase the Original Currency with such Judgment Currency. If the amount of the Original Currency so purchased is less than the sum originally due to Construction Contractor in the Original Currency, the Guarantor agrees, as a separate obligation and notwithstanding any such judgment, to indemnify Construction Contractor against such loss and, if the amount of the Original Currency so purchased exceeds the sum originally due to Construction Contractor in the Original Currency, it shall remit such excess to the Guarantor.

15.

- (a) All payments required to be made by the Guarantor hereunder shall be made to Construction Contractor, free and clear of, and without deduction or withholding for, any and all present and future Taxes. If as a result of this Guarantee the Guarantor shall be required by law to deduct any Taxes from or in respect of any sum payable hereunder (other than any amount the Subcontractor would have been required to deduct or withhold pursuant to the Subcontract), the sum payable shall be increased as much as shall be necessary so that after making all required withholdings and deductions (including withholdings and deductions applicable to additional sums payable under this Section 15) Construction Contractor receives an amount equal to the sum they would have received had no such withholdings or deductions been made.
 - (b) In addition, the Guarantor hereby agrees to indemnify and, within ten (10) Business Days of written demand therefor, pay Construction Contractor for the full amount of Taxes (except for Excluded Taxes imposed on any amount paid pursuant to this Section 15) paid by Construction Contractor, or that arise from any payment made by the Guarantor to Construction Contractor under this Guarantee, and any penalties, interest and reasonable expenses arising from, or with respect to, those Taxes paid by Construction Contractor; provided that any penalties, interest, expenses or other amounts payable by Construction Contractor in connection with any Taxes that arise as a result of any act or omission of Construction Contractor shall not be indemnified or payable by the Guarantor (in respect of this Guarantee or the Subcontract).
 - (c) For the purposes hereof, "**Taxes**" means any and all present or future taxes, levies, imposts, duties, deductions, charges or withholdings imposed by any governmental authority, including any and all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made under this Guarantee or from the execution, delivery or enforcement of, or otherwise with respect to, this Guarantee and "**Excluded Taxes**" means any taxes based on the net income of Construction Contractor (including franchise taxes imposed in lieu of net income taxes) imposed by (x) the Canadian federal government, or (y) the jurisdiction where such party is organized or has its principal office.
16. The Guarantor acknowledges that Construction Contractor is an unincorporated joint venture and that its rights under this Guarantee may (a) be enforced by any of its members or their successors, provided that any Obligations, payment or other liability enforced by one member may not be pursued or enforced by another member, and (b) be assigned to permitted assigns of Construction Contractor under the Subcontract.
 17. No action or proceedings for any breach of this Guarantee shall be commenced against the Guarantor after the expiry of the limitation period in respect of the underlying Obligations of the Subcontractor under the Subcontract. This Guarantee and all obligations of the Guarantor hereunder shall not be assigned, transferred, charged, disposed of or otherwise alienated in any interest in or obligation thereunder by the Guarantor without the prior written consent of Construction Contractor.
 18. The invalidity, illegality or unenforceability in whole or in part of any of the provisions of this Guarantee shall not affect the validity, legality and enforceability of the remaining part or provisions of this Guarantee. The obligations and liabilities of the Guarantor hereunder shall not be impaired, diminished, abated or otherwise affected by the commencement by or against the Guarantor of any proceedings under any bankruptcy or insolvency law or laws relating to the relief of debtors, re-adjustment of indebtedness, reorganization, arrangements, compositions or extensions or other similar laws.

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 61 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

19. The Guarantor represents and warrants that this Guarantee is its legally binding obligation, enforceable in accordance with its terms, and that all necessary governmental, corporate and other consents and authorizations for the giving and implementation of this Guarantee have been obtained.
20. Any notice or demand ("**Communication**") hereunder shall be duly signed by or on behalf of a duly authorized officer of the person giving the Communication and left at or sent by hand delivery or by facsimile transmission to the following addresses:
- (a) If to Construction Contractor:
- Mosaic Transit Constructors General Partnership
555 Hanlan Road, Suite 8
Woodbridge, ON L4L 4R8
notices@mosaictransit.com
- With a copy to: Rémi Tremblay, Contracts & Legal Director
rtremblay@mosaictransit.com
- (b) If to Guarantor:
[CONTACT INFO]
21. Any party may change its address for Communication to another address by prior Communication in writing to the other party.
22. Any Communication shall be deemed to have been received:
- (a) if sent by hand, when delivered;
- (b) if sent by facsimile or email, upon sending, subject to:
- i. confirmation of uninterrupted transmission by a transmission report; or
 - ii. there having been no telephonic communication by the recipient to the sender (any such telephonic communication to be confirmed in writing) that the facsimile or the email has not been received in legible form;
 - A. within 3 hours after sending, if sent on a Business Day and between the hours of 9:00 a.m. and 4:00 p.m.; or
 - B. by noon on the next following Business Day if sent after 4:00 pm on a Business Day but before 9:00 a.m. on the following Business Day,
 - C. provided that any Communication given by fax or email shall be confirmed by letter sent by hand or post, but without prejudice to the original fax Communication if received in accordance with this Clause 22.2(b).
23. This Guarantee shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein without regard to conflicts of laws principles, and all actions or proceedings in respect of any claim arising out of or related to this Guarantee, whether in contract, tort, at law or in equity, shall be brought in the courts of the Province of Ontario.
24. This Guarantee may be executed in any number of counterparts, each of which will be an original, and each of which may be delivered by facsimile or functionally equivalent electronic means, including pdf email and this has the same effect as if the signatures on the counterparts were on a single copy of this Guarantee.
25. Notwithstanding any other provision of this Guarantee:
- (a) in no event shall the aggregate liability of the Guarantor under this Guarantee exceed the maximum aggregate liability of the Subcontractor set out in the Subcontract, but this limit of liability:
- i. shall be subject to the same exceptions as apply to the limit of liability of the Subcontractor under the Subcontract;
 - ii. shall not apply to amounts payable by the Guarantor pursuant to Section 15 arising from the deduction of Taxes; and
 - iii. shall not apply to any interest and enforcement costs payable under this Guarantee;

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 62 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

- (b) in determining the Guarantor's liability under this Guarantee other than section 2(c) above, the Guarantor shall have the benefit of all (but no greater) rights, defences and limitations that the Subcontractor would have been entitled to assert under the Subcontract;
- (c) in determining the Guarantor's liability under section 2(c) above, such liability shall be determined as if the Guarantor had the benefit of all (but no greater) rights, defences and limitations that the Subcontractor would be entitled to assert under the Subcontract if the obligation that is unenforceable, invalid or illegal were enforceable, valid or legal; and
- (d) notwithstanding paragraph (c) above (but without prejudice to the Guarantor's liability for claims properly made against the Subcontractor within applicable limitation periods), where an obligation of the Subcontractor has become unenforceable due to the expiry of applicable limitation periods, the Guarantor's liability under this Guarantee shall be determined as if the Guarantor had the benefit of the same limitation periods that the Subcontractor as a member of the Subcontractor would be entitled to assert under the Subcontract.

[SIGNATURE PAGE FOLLOWS]

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 63 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

IN WITNESS WHEREOF this Guarantee has been executed by the parties and delivered by the Guarantor as of the date first above written.

[GUARANTOR NAME]

Per: _____
Name:
Title:

Per: _____
Name:
Title:

MOSAIC TRANSIT CONSTRUCTORS GENERAL PARTNERSHIP

Per: _____
Name:
Title:

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 64 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

SCHEDULE E

Form of Statutory Declaration

Subcontract:

Construction Contractor:

Subcontractor:

Effective Date of Subcontract:

Name of Declarant:

Position or Title:

All capitalized terms not defined herein have the meaning ascribed to them in the Subcontract.

The last Application for Payment for which the Declarant has received payment is No. _____ dated the _____ day of _____, in the year _____.

Declaration:

I solemnly declare that, as of the date of this declaration, I am an authorized signing officer of the Subcontractor and as such have authority to bind the Subcontractor, and have personal knowledge of the fact that all accounts for labour, subcontracts, Products, services, and Subcontractor Equipment which have been incurred directly by the Subcontractor in the performance of the Subcontract Work as required by the Subcontract, and for which the Construction Contractor might in any way be held responsible, have been paid in full as required by the Subcontractor up to and including the latest Application for Payment received, as identified above, except for:

- 1) holdback monies properly retained,
- 2) payments deferred by agreement, or
- 3) amounts withheld by reason of legitimate dispute which have been identified to the party or parties, from whom payment has been withheld.

I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

Declared before me in _____ this _____ day of _____, _____
City/Town and Province

in the year _____.

 Signature of Declarant

 (A Commissioner for Oaths, Notary Public, Justice of the Peace, etc.)

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 65 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

SCHEDULE F

Certificate of Release

Subcontract:

Construction Contractor:

Subcontractor:

Effective Date of Subcontract:

Amount of Final Invoice:

Date of Final Supply / Site Demobilization:

Total Value of Subcontract:

All capitalized terms not defined herein have the meaning ascribed to them in the Subcontract.

With respect to the Subcontract, the Subcontractor hereby certifies and represents that all of the Subcontract Work, including the rectification of all deficiencies, is complete, following an inspection thereof by Subcontractor, it has made full payment for all work, labour, services, Products and Subcontractor Equipment supplied under the Subcontract and used in connection with the Subcontract Work except for the final payment invoice being processed under the Subcontract. Upon receipt of the amount claimed in the final Application for Payment and holdback, the Subcontractor and all its affiliates, successors and assigns, hereby unconditionally release and forever discharges the Construction Contractor, its affiliates, successors and assigns, of and from, any and all actions, causes of action, suits, debts, sums of money, accounts, covenants, contracts, agreements, representations, damages, claims and demands whatsoever, in law, in equity or otherwise which they ever had, now have or hereafter may have, for upon or by reason of, any act, matter, transaction, cause, conditions or thing, in any way arising out of or in connection with or relating in any way to, the Subcontract, other than those set out the Attachment 1 hereto, where applicable and otherwise none if no Attachment 1 is included.

The foregoing shall not relieve the Subcontractor of its duties and obligations under the Subcontract, which by their nature survive the completion of the Subcontract Work, including warranties, guarantees and indemnities.

Executed this day of , 20

Subcontractor:

By:

Name:

Title:

I/we have authority to bind the Corporation.

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 66 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

SCHEDULE G

Key Personnel

NAME	POSITION	COMMENTS

[End of Schedule G]

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 67 of 75



Form: MTC-CMS-TMP-00001	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

SCHEDULE H

Sub-subcontractors

SUB-SUBCONTRACTOR	SCOPE	VALUE

[End of Schedule H]

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 68 of 75



	Full Subcontract	FINCH WEST LRT PROJECT
Rev.04	Form Date: October 09, 2019	Owner: Legal

SCHEDULE I

Community Benefits and Apprenticeship Opportunities Certificate

Subcontractor:	
Subcontractor No.:	
Invoice No.:	
Segment/Station:	
Sub. Contact:	

Position	Hiring Path	Apprenticeship	Employee Name	Actual Start	End Date

Attach additional pages as required.

I certify that this information is accurate to the best of my knowledge:

Name

Signature

Date

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 69 of 75



Rev.04

Full Subcontract

Form Date: October 09, 2019

FINCH WEST LRT PROJECT

Owner: Legal

SCHEDULE J

Letter of Credit Form

Subcontractor/Applicant	Subcontractor Name
Subcontract Number	Subcontract Number

LETTER OF CREDIT

To: MOSAIC TRANSIT CONSTRUCTORS GENERAL PARTNERSHIP
555 Hanlan Rd, Suite 8
Woodbridge, ON L4L 4R8

From: [ISSUING BANKS NAME]
[ISSUING BANKS ADDRESS]

Subject: Irrevocable Standby Letter of Credit – Performance number [#####]

1. WHEREAS [APPLICANT] having its head office at [APPLICANT ADDRESS] (hereinafter referred to as the "Applicant"), has signed a Subcontract bearing the date of [SUBCONTRACT DATE] and reference number [SUBCONTRACT NUMBER] with MOSAIC TRANSIT CONSTRUCTORS GENERAL PARTNERSHIP. (hereinafter referred to as the "Beneficiary"), for the [BRIEF SUBCONTRACT DESCRIPTION] as part of the Finch West LRT Project (hereinafter referred to as the "Subcontract");
2. WHEREAS the Applicant is required to provide to the Beneficiary an irrevocable standby letter of credit – performance, as per the format specified in the Subcontract, in the amount of [SUBCONTRACT PRICE IN WORDS AND NUMBERS] Canadian Dollars to guarantee the performance of all of its obligations under the Subcontract;
3. We, [ISSUING BANKS NAME] having our business address at [ISSUING BANKS ADDRESS] (hereinafter referred to as the "Bank"), agree to act as a guarantor on behalf of the Applicant, and hereby issue in favor of the Beneficiary our irrevocable standby letter of credit - performance in the amount of [LOC AMOUNT IN WORDS AND NUMBERS] Canadian Dollars (hereinafter referred to as the "Credit").
4. We hereby irrevocably and unconditionally undertake to pay to the Beneficiary at sight, without protest or notification, and without requiring any further proof, and without consideration for any objections or protests which the Applicant or any third party may make, any sum or sums not exceeding the aggregate sum as per Article 3, free of all imposts, taxes, duties, charges, fees, withholdings and/or deductions whatsoever both present and future, of any nature whatsoever and by whomsoever imposed, and without set-off or counterclaim, upon presentation to the Bank of a demand against this Credit, provided the demand is substantially in the form set out in Exhibit "A" hereto, which forms an integral part of this Credit, and that such demand is made no later than on the [ANTICIPATED END OF LOC DATE] (hereinafter referred to as the "Expiry Date") or any New Expiry Date or Final Expiry Date (as defined below).
5. This Credit shall be automatically extended for one (1) year periods from the Expiry Date or from any subsequent expiry date (hereinafter referred to as "New Expiry Date") successively, unless the Bank sends

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 70 of 75



Rev.04

Full Subcontract

Form Date: October 09, 2019

FINCH WEST LRT PROJECT

Owner: Legal

by express courier to the Beneficiary with a copy to the Applicant at the above-mentioned addresses, a written notice at least sixty (60) days prior to the Expiry Date or a New Expiry Date, stating that the Bank elects not to extend this Credit for any such additional period. In the event the Bank elects not to extend the Expiry Date or any New Expiry Date of this Credit, then the Bank hereby unconditionally and irrevocably undertakes to pay to the Beneficiary the total amount then outstanding under this Credit upon presentation to the Bank by the Beneficiary, prior to the Expiry Date or the New Expiry Date, excluding the Final Expiry Date mentioned herein, of a demand for payment stating that the Bank has elected not to extend this Credit and that the Beneficiary is therefore entitled to such payment, provided the demand is substantially in the form set out in Exhibit "B" attached hereto, which forms an integral part of this Credit.

6. Notwithstanding the foregoing, in no event will this Credit extend beyond [x] (hereinafter referred to as the "Final Expiry Date").
7. The terms of this Credit set forth in full the terms of our undertaking and this undertaking is not in any way modified, amended or amplified by reference to any document, instrument referred to in this Credit, or in which this Credit is referred to, or to which this Credit is related, and any such reference does not incorporate by reference any document, instrument or agreement.
8. Partial drawings are authorized. All costs related to this Credit are for the account of the Applicant including confirmation charges if applicable.
9. This Letter of Credit shall be transferable and assignable, as directed by an authorized representative of the Beneficiary, and any transferee and/or assignee shall have the full benefit of this Letter of Credit upon such transfer or assignment.
10. The language to be used, related to this Credit, is English.
11. This Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) of the International Chamber of Commerce, Publication Number 600 (hereinafter referred to as the "Publication") and for matters not covered by the Publication, it shall be governed by and interpreted in accordance with the laws of the province of Ontario and Canada applicable therein.

[ISSUING BANKS NAME]

per: _____

Affix Seal Here

Signature: _____

Signature: _____

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 71 of 75

	Full Subcontract Rev.04	FINCH WEST LRT PROJECT Form Date: October 09, 2019 Owner: Legal
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EXHIBIT "A"

Note: It is not the intent that the bracketed sections be completed in the Exhibit

This is the form of demand specified in Irrevocable Standby Letter of Credit – Performance number [#####] issued on the [DATE OF CREDIT], by [ISSUING BANKS NAME]

[DATE]

To: [ISSUING BANKS NAME]
[ISSUING BANKS ADDRESS]

From: MOSAIC TRANSIT CONSTRUCTORS GENERAL PARTNERSHIP
555 Hanlan Rd, Suite 8
Woodbridge, ON L4L 4R8

Subject: This is the demand specified in Irrevocable Standby Letter of Credit – Performance number [#####] issued on the [DATE OF CREDIT], by [ISSUING BANKS NAME]

Dear Sirs,

We, the undersigned, being the Beneficiary under the above captioned Irrevocable Standby Letter of Credit - Performance issued by [ISSUING BANKS NAME] on the instructions of [SUBCONTRACTORS NAME] (the “Applicant”), hereby request the Bank to pay to the Beneficiary on receipt by the Bank of the present demand the amount of [REQUESTED AMOUNT IN LETTERS AND NUMBERS] Canadian Dollars.

We state and declare:

- that the Applicant is in breach of performing its obligation(s) under Subcontract No. [SUBCONTRACT NUMBER] (the “Subcontract”);
- and that as a result thereof, we have become entitled under the terms of the Subcontract to be paid the amount claimed above;
- and that said amount has not otherwise been paid to us, whether directly or indirectly, by or on behalf of the Applicant.

MOSAIC TRANSIT CONSTRUCTORS GENERAL PARTNERSHIP

(signature)

Agreement No. 50-CS-80	Overhead Catenary System (OCS) Traction Power Substations (TPSS)	Cymi Canada Inc. Page 72 of 75
----------------------------------	---	--



Rev.04

Full Subcontract

Form Date: October 09, 2019

FINCH WEST LRT PROJECT

Owner: Legal

EXHIBIT "B"

Note: It is not the intent that the bracketed sections be completed in the Exhibit

This is the form of demand specified in Irrevocable Standby Letter of Credit – Performance number [#####] issued on the [DATE OF CREDIT], by [ISSUING BANKS NAME]

[DATE]

To: [ISSUING BANKS NAME]
[ISSUING BANKS ADDRESS]

From: MOSAIC TRANSIT CONSTRUCTORS GENERAL PARTNERSHIP
555 Hanlan Rd, Suite 8
Woodbridge, ON L4L 4R8

Subject: This is the demand specified in Irrevocable Standby Letter of Credit – Performance number [#####] issued on the [DATE OF CREDIT], by [ISSUING BANKS NAME]

Dear Sirs,

We, the undersigned, being the Beneficiary under the above captioned Irrevocable Standby Letter of Credit - Performance issued by [ISSUING BANKS NAME] on the instructions of [SUBCONTRACTORS NAME] (the "Applicant"), hereby request the Bank to pay to the Beneficiary on receipt by the Bank of the present demand the amount of [REQUESTED AMOUNT IN LETTERS AND NUMBERS] Canadian Dollars.

We state and declare:

- that the Beneficiary and the Applicant have been notified by the Bank of its election not to extend the Credit;
- and that thirty (30) days has elapsed since the Bank notice has been received by the Beneficiary and the Applicant and as of the date of the present demand for payment the Applicant has not provided the Beneficiary with a substitute Irrevocable Standby Letter of Credit or alternate satisfactory security.

MOSAIC TRANSIT CONSTRUCTORS GENERAL PARTNERSHIP

(signature)

Agreement No. 50-CS-80	Overhead Catenary System (OCS) Traction Power Substations (TPSS)	Cymi Canada Inc. Page 73 of 75
---------------------------	---	-----------------------------------

 Rev.04	Full Subcontract	FINCH WEST LRT PROJECT
	Form Date: October 09, 2019	Owner: Legal

Appendix 2

**As detailed in Appendix 2 – Scope of work - SCC-50.03
Traction Power substations (TPSS) and SCC-50.04
Overhead Catenary System (OCS)**

**Agreement Version 00 and Design Deliverable
List**

Agreement No.	Overhead Catenary System (OCS)	Cymi Canada Inc.
50-CS-80	Traction Power Substations (TPSS)	Page 74 of 75

SCOPE OF WORK
SCC-50.03

For

Traction Power Substation - TPSS
FINCH LRT PROJECT
Agreement Version 00

Prepared by:	Elisa Atienzar, Procurement Engineer		
Reviewed by:	Le Banh Procurement Advisor		
Reviewed by:	Stephen Agla Health, Safety, & Security Manager		
Reviewed by:	Derek Shields Quality Control Manager		
Reviewed by:	Sean Cockell Systems Construction Manager		
Reviewed by:	Tarik Chouqi Construction Director		
	Name, Title	Signature/Date	
SCC-50.03	FWLRT Traction Power Substation - TPSS	Rev:	00



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

SCOPE OF WORK

Traction Power Substation - TPSS

Contents

1.	GENERAL	3
1.1	Introduction	3
1.2	Scope of work.....	3
1.2.1	Design.....	4
1.2.2	Manufacture, warehouse, logistics and supply	6
1.2.3	Installation Activities	7
1.2.4	Testing and commissioning.....	11
1.2.5	Training.....	11
1.2.6	As built	11
1.2.7	Maintenance during construction phase.	11
1.2.8	Warranty.....	11
1.3	Equipment and Materials.....	11
1.4	Site Management.....	13
1.5	Construction Planning	15
1.5.1	Work Method Statement	15
1.5.1.1	TPSS installation.....	15
1.5.2	Installation Plan.....	15
1.6	Work Excluded.....	16
1.7	Health and Safety	16
1.8	Quality	18
1.8.1	Proponents shall provide durability tests and quality test reports upon award	18
1.8.2	Non-Conformances	18
1.8.3	Certifications	19
1.8.4	Request for Information	19
1.8.5	Shop Drawings	19
1.8.6	Program of hold points proposed	19
1.9	Environmental	20
1.10	Survey Layout	20
1.10.1	Basic Requirements for Layout Survey for Construction	20
1.10.2	Layout by subcontractor.....	21
1.10.3	Deliverables.....	22

Document No.	Package NAME	Page No.
RFQ-SCC-50-03	FWLRT Traction Power Substation - TPSS	Page 1 of 38



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

1.11 Schedule Reporting Requirements 23

1.11.1 Proposal Requirements..... 23

1.11.1.1 Master Schedule 23

1.11.2 Contract Requirements 23

1.11.2.1 Work Breakdown Structure (WBS) 23

1.11.2.2 Work Schedule 23

1.11.2.3 Manpower Histograms 24

1.11.2.4 Progress Control..... 24

1.11.2.5 Progress Works Schedule 24

1.11.2.6 Progress Report 25

2. REFERENCE DOCUMENTS 26

2.1 Drawings 26

2.2 Technical Specifications..... 33

2.3 Vendor Deliverables..... 35

2.4 Project Documents 37

Document No.	Package NAME	Page No.
RFQ-SCC-50-03	FWLRT Traction Power Substation - TPSS	Page 2 of 38



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

1. GENERAL

1.1 Introduction

FWLRT will be a new 11 km light rail transit line in northwest Toronto, between Humber College and the Finch West TTC subway station. It is primarily center-running at-grade with 18 stops, including one below-grade stop at Humber College as well as an underground interchange station at Finch West station. There will be 900 m of open cut exclusive guideway ending at Humber College and 330 m of cut and cover near Finch West Station. The project also includes a new Maintenance and Storage Facility (MSF) for the light rail vehicles.

The Overhead Catenary System (OCS) is part of the traction power distribution system that directly relates to the distribution of 750Vdc of traction power between the Traction Power Substations (TPSS) and Light Rail Vehicles (LRVs) operating on the mainline tracks, and within the Maintenance and Service Facility (MSF) through the pantograph interface. Feeder cables will carry the DC traction power from the TPSS to the OCS, which subsequently distributes power to the train. The negative return is through the rails, which will then be connected via DC cables, back to the TPSS. The OCS includes all equipment pertaining to the positive circuit from the positive DC feeders up to the pantograph interface, along with the negative return back to the TPSS.

1.2 Scope of work

The TPSS subcontract scope of work includes the design, engineering, manufacturing, supply, installation, testing and commissioning, training, as-built documentation, protection and maintenance of all completed work throughout the duration of the project until Substantial Completion, spares parts and 2 years warranty after official handover. The subcontractor shall be compliant with the Construction Contract, Project Agreement and Interface Agreement requirements related with TPSS scope of work.

The subcontractor shall provide all management, materials, hardware, software, services, technical experts, labours, logistics, warehouse, equipment and tools, licenses required to perform the TPSS Subcontract Work.

The Subcontractor must adjust its site activities to the Contracting Authority and Construction Contractor needs in accordance to the site access authorizations which will be released by Construction Contractor. Such re-scheduling or re-prioritizing of site access rescheduling or cancellation of the Subcontract Work do not represent an entitlement for additional compensation or claims.

The Subcontractor shall be responsible for all Subcontract Work scope recovery activities required under the Subcontract as a result of delays caused by the Subcontractor.

Together with the Construction Contractor, Project Co and all other Stakeholders, including the Contracting Authority and its subcontractors, suppliers and consultants, the Subcontractor shall be responsible for the integration and interface management of the TPSS with other subsystems, revenue vehicle and infrastructures (Stops, guideway, MSF, Finch West Station, Humber college, etc). Interface work with end-user and other aforementioned Stakeholders shall be the Subcontractor's responsibility.

All TPSS safety certification / safety case requirements for the Subcontract Work are the responsibility of the Subcontractor, including all cost and schedule impact of all mitigations required to meet the safety case requirements under the requirements listed in the PA/PSOS.

The Subcontractor must support all of the Independent Safety Assessor's (ISA) activities up to an extent which allow the acceptance and certification of TPS System. ISA will be provided by Construction Contractor (if required).

Subcontractor shall be responsible for the definition of the TPSS equipment location and will define such location so as not to conflict with the civil works structures and the wayside equipment provided by other subcontractors. Any change and/or

Document No.	Package NAME	Page No.
RFQ-SCC-50-03	FWLRT Traction Power Substation - TPSS	Page 3 of 38



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

variation occurring in the design after S-109 design submittal resulting from an unfeasibility of the TPSS site locations proposed by the Subcontractor shall be borne and assumed by the Subcontractor.

Subcontractor will participate in relevant coordination works and meetings with all relevant Stakeholders (designer, TTC, CA, City of Toronto, other suppliers, MTC consultants, etc) to finalize the TPSS system solution.

The subcontractor has to comply with all MTC Management Plan, and will have to elaborate and submit the proper TPSS management plan indicated by the System Engineering Management Plan.

The scope of work is more detailed in following chapters.

1.2.1 Design,

The subcontractor acknowledges that this is a fast-tracked design-build project. The drawings, calculations and Technical/Performance Specifications are at preliminary stage, as such, and design changes may occur for which the subcontractor shall not be entitled to additional compensation. The subcontractor acknowledges that there may be missing information on the drawings, calculations and Technical/Performance Specifications, and has allowed for all cost and time to design, supply, install, test and commission, a “turn-key” TPSS system, compliant with the drawings, technical specifications, Project Agreement, Interface Agreement and other information provided herein including the documents listed in Reference Documents Section 2. In addition, the subcontractor acknowledges that it has made allowances for the coordination with other disciplines, trades and subcontractors to successfully complete the Scope of Work.

The Subcontractor shall be entirely responsible for the design of the contractor TPSS scope of work and for the accuracy of the design; the Subcontractor shall be responsible for any mistake, error deficiency, inaccuracy, discrepancy or omission in the design.

- Design Excellence (DX) was discussed and noted as a requirement. It was noted that all final design assistance and procurement/installation of the required materials to apply to the TPSS/OCS to meet Dx will be by CYMI. All coordination and subcontracts will be managed by CYMI.

Table 1: Design, Support, Testing, Commissioning & Close out Activities Scope of Work Table

Note: Below list of activities are for reference only, the subcontractor has to perform all design activities required to comply with Project Agreement TPSS design obligations.

Item	Description	Subcontractor's Scope
1.	Review and confirm current TPSS design (preliminary Drawings and Technical/Performance Specifications) and provide feedback, missing information, and details to Construction Contractor Designer.	YES
2.	Perform, provide and submit all Schedule 10 TPSS associated design documentation, including P. Eng stamped (in the Province of Ontario) Drawings and installation Drawings.	YES
3.	Provide and submit all TPSS Submittals in accordance with Schedule 10. Part of Schedule 10 is highlighted below. These Schedule 10 TPSS submittals shall be resubmitted until acceptable, and submitted at the System Preliminary Design, System Intermediate Design, and Systems Final Design phases: TPSS Submittals shall include:	YES

Document No.	Package NAME	Page No.
RFQ-SCC-50-03	FWLRT Traction Power Substation - TPSS	Page 4 of 38



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

	i. Conductor particulars, sizing, etc. ii. typical building/structure loading tables; ice and snow calculations; iii. Provide local seismic calculations; iv. TPSS Structure profiles; v. Typical TPSS equipment arrangements, switch gear, panelboards, transformers, etc.; vi. Typical TPSS detail drawings; vii. TPSS feeder and interconnect details; viii. TPSS lifting balance weight of assembly with calculations; ix. TPSS Medium Voltage to Low Voltage Transformer calculations; x. Low Voltage (600Vac) distribution design and device details; xi. fixed termination assemblies; xii. section insulator hardware and type; xiii. lightning arrestors and connection details; xiv. switch heater connection details; xv. by-pass disconnect switch assembly and type; xvi. TPSS foundation design calculations; xvii. TPSS layout plans and schedules; - xviii. TPSS switchgear and panelboard wiring plans and schedules; xix. design reports; xx. TPSS specifications; xxi. TPSS acceptance measurements procedures; xxii. electrical equipment and material testing procedures; - xxiii. TPSS integration testing procedures; and xxiv. Standard Operating Procedures. xxv. TPSS Ground system study report, including and not limited to, Ground Potential Rise, Step/Touch Potential, etc. by third party.	
4.	Provide and submit equipment, hardware and device drawings and data sheets of components	YES
5.	Review and confirm the preliminary calculations called Calculation Note: Line wide – Systems – TPSS	YES
6.	Perform, provide and submit detailed calculations (similar to Calculation Note: Line wide – Systems – TPSS). Support Construction Contractor Designer where required.	YES
7.	Review and confirm the preliminary Load Flow Study.	YES
8.	Perform, provide and submit a detailed load flow study. Support Construction Contractor Designer where required.	YES
9.	Provide and submit a list of key personnel for the design, supervision and installation of the TPSS system.	YES
10.	Elaborate and submit the associated TPSS management plan requested by the MTC System Engineering Management Plan. As a reference the following is the TPSS dedicated management plan the subcontractor shall submit:: ▪ System Engineering Management Plan (SEMP) ▪ System Integration Management Plan (SIMP) ▪ System Assurance Plan (SAP) ▪ Requirements Management Plan (RMP) ▪ ▪ Configuration Management Plan (CMP) ▪ Quality assurance plan ▪ Documentation plan ▪ Software management plan ▪ Ground Grid, grounding and Bonding Plan ▪ Corrosion Control Plan	YES

Document No.	Package NAME	Page No.
RFQ-SCC-50-03	FWLRT Traction Power Substation - TPSS	Page 5 of 38



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

	▪ Safety Management Plan ▪ Security Management Plan ▪ RAMs report ▪ ▪ RAM Demo Plan ▪	
11.	To coordinate, elaborate, review all the TPSS Interface Control Document required to comply with PA requirements. The interface activity will be done in coordination with the designer, MTC and MTC System Integrator.	YES
12.	Review and confirm preliminary conduit, duct bank, pull-box, and cable chamber design, for TPSS system (all conduits, specifically, but not limited to, DC positive feeders, track bonding and DC return feeders, grounding, lightening-Surge protection, power and control for switches).	YES
13.	Perform, provide and submit design in accordance with PSOS for the following TPSS systems and ancillary This includes, but not limited to: (1) Communication Systems (Provision for BCN, Provision for FVDRS, CCTV, Provisions for CAMS) 2) Climatic Control (building automation), heating, ventilation and air conditioning 3) Intrusion Access Control System 4) SCADA and SCADA RTUs 5) Digital Metering 6) Control Power 7) Fire/Smoke Detection 8) Emergency Trip 9) Control Power 10) UPS/Backup Power 11) Interior and exterior lighting, and control	YES
14.	Provisions should be made for 600VAC distribution, distribution equipment and 600VAC devices, such as track heaters, switches, etc.	
15.	Information requested in VDRL table	YES
16.	Review, estimate and assess TPSS specific information for construction variations from Contracting Authority	YES
17.	Prepare, provide and submit proposed labelling & tagging plan for all TPSS equipment, including, but not limited to, building/structures, wires, sections, cables, assets, switches, etc.	YES
18.	Prepare, provide and submit and execute an TPSS specific (see Schedule 14) ▪ Commissioning Plan ▪ Commissioning Test Plan and Procedures – Systems (including FAT, PICO, SAT and SIT procedures). ▪ Commissioning Schedule ▪ Commissioning Manuals, Operation Manuals, Maintenance Manuals In addition, provide final adjustments and measurement.	YES
19.	Prepare, Provide and submit and a training plan	YES
20.	Prepare and provide as built drawings, with dimensions. Submit monthly.	YES

1.2.2 Manufacture, warehouse, logistics and supply

Document No.	Package NAME	Page No.
RFQ-SCC-50-03	FWLRT Traction Power Substation - TPSS	Page 6 of 38



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

The subcontractor is responsible for all TPSS manufacture and supply activities included under the scope of work.

The manufacture of all TPSS scope of work equipment, materials, software,.. has to comply with Project Agreement, quality standards, good industry practices and Traction Power Supply standards

Since RAMS requirements cannot be achieved if Quality is not guaranteed, the Manufacturers shall be an ISO 9001 certified company or, as a minimum, implement the relevant part of the ISO 9001 standard in accordance with the [EN 50126] standard.

Any failure, defect, malfunction affecting any TPSS equipment during the construction phase of the project up to the Substantial Completion, shall be fixed by the TPSS subcontractor at his own cost. All, without prejudice to the subcontractor's liability relating to latent defects and the Defect Liability provisions under the Subcontract.

The subcontractor is responsible for providing warehouse for all TPSS scope of work equipment, materials, tools, heavy machines, etc..

The Subcontractor is responsible for packing, loading, transporting, receiving, unloading, storing and protecting all materials included under this Subcontract and must provision for storage of TPSS under this Subcontract,

The subcontractor is responsible of all on site TPSS scope of work transport and logistics activities.

The subcontractor will comply supply the equipment on site according to the construction progress and complying with City of Toronto and project requirements.

1.2.3 Installation Activities

The subcontractor acknowledges that this is a fast-tracked design-build project, and as already stated, drawings and specifications are in a preliminary stage. Generally, there is no room for laydown, storage or available. The subcontractor shall obtain and provide, at its own expense, property for warehousing, storing, and pre-assembling the TPSS components. The subcontractor shall provide and pay for, its office and trailer for its people. Table 2 below details the major components of the TPSS system and explains the division of responsibility. This list is not intended to be exhaustive nor all-inclusive. The subcontractor shall be responsible for the design, supply, install, testing and commissioning of a "turn-key" TPSS system (with noted exclusions below), compliant with the Project Agreement and Interface Agreement.

In addition, a few clarifications:

1. The Subcontractor is responsible to provide the supply of all labour, supervision, materials, equipment, transportation, offloading, handling, shop drawings, submittals, samples (mock-ups) when applicable, testing and commissioning, and warranties to execute and complete all necessary work (with noted exclusions) for installation in accordance with documents listed in Section 2 Reference Documents. The Subcontractor is required to ensure that the most up to date drawings are utilized, as well as manage the drawings, RFI's, change enquiries, specifications, etc.
2. The Subcontractor shall provide a list of key engineering, supervision and labour personnel.
3. The Subcontractor is required to maintain an updated set of drawings, on paper, including any redlines, as-builts, site changes, RFI's, which will be audited on a timely basis.
4. The Subcontractor will provide all layout and/or shop drawings showing the intended placement sequence and/or locations of installed work with respect to coordination of the approved sequence. Craning/installation plans and sequences are to be submitted prior to fabrication. Craning and rigging work plans sealed by a professional engineer registered in the Province of Ontario are to be provided prior to

Document No.	Package NAME	Page No.
RFQ-SCC-50-03	FWLRT Traction Power Substation - TPSS	Page 7 of 38



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

commencement of works. These will be submitted a month (or as agreed upon) in advance of the start of the Work to provide enough time for a complete review.

5. The Subcontractor will furnish, install, maintain, store and remove, at its cost, all scaffolding and/or access equipment, personnel-lifts, hoists, cranes, and fall protection, necessary to perform the Work. The Subcontractor will provide scaffolding design and layout (sealed by a professional engineer registered in the Province of Ontario), and in coordination with other disciplines. The Construction Contractor will provide permission and administrative priority order. The subcontractor will provide to the contractor a full conduit plan required to service the equipment being provided under this contract. The plan will include detailed dimensioned drawings as well as a 1:1 template for use in the field but the contractor to layout the conduits in the foundations. All installations of conduits will be reviewed and accepted by the subcontractor prior to concrete being poured.
6. Subcontractor shall provide & operate mobile / tower cranes of sufficient capacity, quality and reach to service the complete scope of this subcontractor's work. The subcontractor shall ensure that crane locations shall be reviewed by MTC prior to placement. Cranes shall comply with all applicable laws, regulations and guidelines governing such equipment. Only qualified, fully licensed, union operators and swamper shall be employed. Subcontractor shall be responsible for all Crane Outrigger Management in compliance with OH&S Reg 213/91, Clause 150; Cranes, Hoisting & Rigging. Subcontractor shall verify that the site can support the loads of cranes and machinery associated with offloading and installation of equipment/material and has the necessary clearances to perform said activities. The Subcontractor shall provide site specific lifting/offloading plans for each TPSS site to be reviewed with MTC 2 months prior to any offloading operations. The plan will include but not limited to; equipment information, traffic plans, weights, review of obstructions and all applicable safety measure to be implemented. Third party operators shall provide all safety certifications and will be placed in the project orientation prior to any work performed.
7. Prior to start of Work, the Subcontractor will examine and acknowledges that it has accepted the Works completed by other Subcontractors, and accepts the existing conditions of the Work that may affect this SOW. The Subcontractor will immediately report any damage or discrepancies to the Construction Contractor.
8. It is understood that the Subcontract Documents indicate preliminary locations of above/below grade utilities, walls, pipes, conduit, cable tray, ductwork, apparatus, equipment etc., and that changes in location and routing may be required to accommodate Project site or building conditions. It is further understood that every single condition, connections, transitions, penetrations etc., cannot be specifically detailed in the Subcontract Documents. Details are provided for typical conditions and making adjustment to adapt these to specific site conditions throughout the Project is a part of this SOW, and the responsibility of the Subcontractor and does not constitute a change in the SOW.
9. The Subcontractor shall work closely with other subcontractors on site, coordinating through the Construction Contractor Superintendent to not delay the work. The Subcontractor supervision is required to be on site and present during major works, such as concrete pours, to repair potentially damaged conduits and/or equipment.
10. The Subcontractor will provide all cutting and patching as required, to complete the work. Protection of landscape, finished surfaces, in particular asphalt and concrete areas exposed to view is critically important.
11. The Subcontractor will furnish, install, maintain and remove all scaffolding and/or access equipment necessary to perform the Work. The Subcontractor will provide scaffolding design and layout (sealed by a professional engineer registered in the Province of Ontario), and in coordination with other disciplines. The Subcontractor will remove and reinstall, where applicable, all temporary barricades and fall protection, which interfere with the installation of the Work in coordination with other disciplines.

Document No.	Package NAME	Page No.
RFQ-SCC-50-03	FWLRT Traction Power Substation - TPSS	Page 8 of 38



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

12. The Subcontractor is responsible for the protection of its completed and in progress Work and shall provide all necessary protection to keep all portions of the Work free of dirt and damage up to Project Substantial Completion. Activities likely to stain or damage surfaces must be coordinated and approved by the Construction Contractor in advance and may only take place in designated areas. Equipment used must contain protection to avoid damage/staining caused by fluid leaks, tire marks, rusting, physical damage and the like throughout the duration of the project. No materials may be stored on exposed and/or finished surfaces without the Construction Contractor's permission. Costs for repairs/cleaning that might result from any such staining/damages caused by the subcontractor not taking due precautions in this regard will be charged back to the subcontractor.
13. The Subcontractor will submit a final as-built survey of all conditions and elevations of the completed Work to the satisfaction of the Construction Contractor.
14. Design Excellence (DX) was discussed and noted as a requirement. It was noted that all final design assistance and procurement/installation of the required materials to apply to the TPSS/OCS to meet Dx will be by CYMI. All coordination and subcontracts will be managed by CYMI.

Table 2: Supply & Installation Scope of Work and Division of Responsibility

Note: Below table is for reference only, the subcontractor has to perform all installation activities required to comply with Project Agreement TPSS design obligations.

Item	Description	Subcontractor's Scope			
		Supply & Deliver to Job Site	Install	Testing	Commissioning
1.	Permits, Arc Flash and Coordination Study studies, Inspections by authorities (ESA Plan Review & ESA Permit, City of Toronto Building Permit, CSA, ULC, etc.), Step/Touch Potential report, GPR reports, etc. relating to the TPSS system shall be organized and paid for by the Subcontractor.	X			
2.	All fasteners for installation including and not limited to: mounting bolts, nuts, washers, screws, anchors, epoxy, etc shall be supplied by the Subcontractor	X	X		
3.	Positive DC cables from the TPSS to the feeder pole termination point. Allow to pull and terminate DC cables left coiled up in closest cable chamber to the pole, if and when required.	X	X	X	X
4.	Negative DC return cable from the TPSS to the Negative termination point at the rail. Allow to pull and terminate DC cables left coiled up in closest cable chamber to the rail, if and when required.	X	X	X	X
5.	Control, power and supply cables for switches, disconnects and panelboards.	X	X	X	X
6.	TPSS Systems and Ancillary a) Communication Systems (Provision for BCN, Provision for FVDRS, CCTV, Provisions for	X	X	X	X
Document No.		Package NAME		Page No.	
RFQ-SCC-50-03		FWLRT Traction Power Substation - TPSS		Page 9 of 38	



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

	CAMS) b) Climatic Control (building automation), heating, ventilation and air conditioning c) Intrusion Access Control System d) SCADA and SCADA RTUs e) Digital Metering f) Control Power g) Fire/Smoke Detection h) Control Power i) UPS/Backup Power j) Interior and exterior lighting, and control				
7.	Control, power and supply cables for track devices back to the TPSS	X	X	X	X
8.	The complete installation of the TPSS system ground grid, grounding/bonding cables, provisions for fence grounding, ground rods, connectors, conduits, etc.	X	X	X	X
9.	All other TPS cables in the MSF Building, including, but not limited to, switch cables, disconnect cables, droppers, across track feeders, control interconnect, etc.	X	X	X	X
10.	Energy SCADA system, all associated cables from TPSS to the SCADA Splice Chamber. Must provide verifications and programming from TPSS to MSF and YMCC.	X	X	X	X
11.	MSF Stinger system (On board vehicle DC power) and associated cables and conduits for elevated rail platform maintenance locations in the MSF building.	X	X	X	X
12.	Switches, disconnects, VLDs, grounding switches and associated hardware, cabinets, and controls, cables	X	X	X	X
13.	The subcontractor shall supply the TPSS building/structure with provisions for, but not limited to, custom architectural finish cladding or graphic wrap. Upon award of contract, submit examples of cladding, wraps, etc.	X	X	X	X
14.	Emergency trip and blue lights	X	X	X	X
15.	Recommended spare parts for two years of operation and in addition parts specified in Interface Agreement, indicating Original Equipment Manufacturer (OEM) contact information and part number Including Storage	X			
16.	Supply a list of recommended consumables with pricing for the complete System for two (2) years of operation, indicating Original Equipment Manufacturer (OEM) contact information and part number if applicable	X			
17.	Review, confirm and verify preliminary conduit, duct bank, pull-box, and cable chamber design, for OCS system (all conduits, specifically, but not limited to, DC positive feeders, track bonding and DC return feeders, grounding, lightning-Surge protection, power and control for switches).			X	
18.	Labelling, Tagging, identify for all TPSS equipment, including, but not limited to, Switchgear, panelboards, cables, wires, devices, assets, switches, etc.	X	X		

Document No.	Package NAME	Page No.
RFQ-SCC-50-03	FWLRT Traction Power Substation - TPSS	Page 10 of 38



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

1.2.4 Testing and commissioning.

The subcontractor is responsible of all TPSS testing and commissioning activities including but not limited to: test procedures, factory test and inspections, demo tests and on site test, to comply with Project Agreement obligations. The subcontractor shall comply with MTC Commissioning Management Plan and perform at least the following testing for all TPSS scope of work equipment:

- Factory Acceptance test.
- Installation Inspection review & Tests.
- Site Acceptance Test (SAT).
- TPSS subsystem test (SST).
- System Integration Test (SIT).
- Trials and Revenue Service.

1.2.5 Training.

The subcontractor is responsible of providing all materials, technical experts, services required to comply with training TPSS scope of work PA obligations.

Execute training both in classroom and on site at the equipment. Allow for training during at least two periods , a) Readiness for Delivery and Readiness for Testing and Commissioning of May 2021 and Project Substantial completion. Training schedule to be approved by construction contractor

1.2.6 As built

The subcontractor is responsible of elaboration and submission of all TPSS As built document, including the final documentation, manuals and drawings required to comply with PA obligations.

1.2.7 Maintenance during construction phase.

Interim Maintenance & Operations

- Subcontractor responsible to perform warranty repairs from date of install to 2 years post Project Substantial Completion
- Ongoing maintenance and operation from date of formal handover to the Construction Contractor's Facilities Service Provider. The maintenance and operations works include but are not limited to planned preventative maintenance, routine maintenance, corrective maintenance
- Provide contact information of all technicians servicing the maintenance works

1.2.8 Warranty.

The subcontractor will provide 2 years warranty after handover of the TPSS equipment included in the scope of work

1.3 Equipment and Materials

Document No.	Package NAME	Page No.
RFQ-SCC-50-03	FWLRT Traction Power Substation - TPSS	Page 11 of 38



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

1. The Subcontractor will ensure that all materials and equipment are new material and arrive on-site in sufficient time to allow for installation and in sufficient time to be coordinated with the work that is to be completed by Construction Contractor and/or other subcontractors.
2. The Subcontractor will provide a listing of all specialty equipment and/or tools required prior to mobilizing specialty equipment and/or tools to site.
3. The Subcontractor will be responsible for ensuring that all equipment is delivered to site in a condition that allows for safe off loading and placement.
4. The Subcontractor is responsible for the security of all its facilities, material, equipment and tools in its care, custody and control. The Subcontractor will implement security measures as required to ensure the protection of such facilities, material, equipment and tools from theft, vandalism, fire and all other damage or loss. The Construction Contractor will not be responsible for the Subcontractor's facilities, equipment and tools damaged or lost, including damage due to weather conditions.
5. The Subcontractor will provide all mechanical and electrical equipment and systems identification, signage, cable tagging and warning tags / tape related to the Work.
6. Subcontractor shall provide all cabling with embossed jacket identification.
7. The process for requesting equipment and materials that are to be provided by the Construction Contractor will be discussed at the kick-off meeting. Equipment, materials and services to be provided by the Construction Contractor are detailed in Section 1.5. The Subcontractor will request material and equipment supplied by others sufficiently in advance, to maintain schedule.
8. The Subcontractor will be responsible for all vehicle / truck movements associated with its Work. The Subcontractor will provide all traffic control devices, including but not limited to, flag persons, signal persons, pay duty police, delineators, signage and barriers, as required.
9. Ingress and egress to and from the Construction Contractor's sites must be by the prescribed routes only. Moving and replacing of exterior site-fencing/hoarding/barriers is not permitted unless authorized by the Construction Contractor. The Subcontractor acknowledges that the site conditions, including access and egress locations are subject to change, and it is the Subcontractor's responsibility to verify and coordinate delivery routes and times with the Construction Contractor.
10. All Subcontractor deliveries will be unloaded, inventoried and confirmed by the Subcontractor's own force.
11. All hoisting and material offloading will be performed by the Subcontractor.
12. The Subcontractor will schedule all deliveries to occur during general working hours.

Document No.	Package NAME	Page No.
RFQ-SCC-50-03	FWLRT Traction Power Substation - TPSS	Page 12 of 38



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

13. Subcontractor will be responsible for all transportation, handling and storage costs to Subcontractor's storage yard or warehouse that is preferably located near the Finch LRT corridor.
14. All materials that are stored at Subcontractor's aforementioned yard or warehouse, the Subcontractor shall be responsible for the costs of Care, Custody & Control including all off-loading or loading, and all costs for the provision of supervision, labour & equipment at Subcontractor's storage facility. The storage and handling of all materials at the Subcontractor's storage facility shall be subject to, and in compliance with, the security, safety, and operational requirements as dictated by Construction Contractor. Subcontractor's storage facility shall provide adequate protection against environmental conditions (e.g. Temperature, humidity, etc.) that will prevent damage or deterioration of product.
15. Subcontractor is responsible for delivery of products to the Finch LRT site at the time the site requires it. The subcontractor is responsible for unloading the product off the truck to the Finch LRT jobsite. The subcontractor is responsible for moving equipment, coordination and providing necessary personnel for safe and proper loading, unloading, rigging, and for handling material to the final location for installation.
16. Subcontractor shall be responsible to store, protect, inventory and keep Equipment/Materials in good condition until substantial completion of this scope of work.

1.4 Site Management

1. The Construction Contractor, at its sole discretion, will introduce access control systems as required. The Subcontractor will comply with all requirements including, but not limited to, vehicle and individual control, badges and security checks. In this case, all personnel, bags and vehicles entering or leaving site will be subject to security searches as required by the Construction Contractor. Implementation of access control does not relieve the Subcontractor from its obligation to properly secure all of its own equipment, tools and materials.
2. The subcontractor will be responsible for providing washroom facilities for their workers on site. Maintenance and relocations will be the sole responsibility of the subcontractor.
3. The Subcontractor will use only areas allocated by the Construction Contractor for storage / lay-down. The Construction Contractor, at its discretion (hereby acting reasonably), may reject or withdraw such permission at any time. The Subcontractor will allow for potential changes to storage, laydown areas to suit various stages and phasing of the Work.
4. If there is no or insufficient space available on the Project, the Subcontractor will, at its sole cost, arrange for storage space and site offices outside the Project area and develop an on-time delivery strategy. Materials and equipment, stored improperly, or without the Construction Contractor's permission will be removed at Subcontractor's expense. Storage shall be provided by the subcontractor for all materials at no cost to the construction contractor even in the event of schedule slippage or delays.
5. General working hours are Monday through Friday, 7am – 11pm. Subcontractors wishing to perform its scope outside of these periods, including deliveries, will be required to notify the Construction Contractor one week in advance of the Work. The Subcontractor notification will address the kind of Work, the Work area, equipment to be used and names and quantity of workers.

Document No.	Package NAME	Page No.
RFQ-SCC-50-03	FWLRT Traction Power Substation - TPSS	Page 13 of 38



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

6. The duration of the Subcontractor's work week and the hours of work will be subject to approval by the Construction Contractor, and as restricted by permits, licenses, collective agreement of the various union labour trades and governing applicable federal, provincial or local laws or regulations. Standard work-week divisions can include day, afternoon and night shifts.
7. Subcontractor must coordinate and arrange for deliveries in advance with Construction Contractor's Construction Manager or their designate.
8. The Subcontractor will maintain its work areas in a clean, orderly condition and free of clutter at all times. This includes clean up and removal all debris, waste and surplus and packaging materials resulting from its work in the installation/work areas on a daily basis. All trash, debris and waste material shall be collected, sorted and removed by the subcontractor daily.
9. The Subcontractor's activities will be limited to the area assigned by the Construction Contractor at the outset of the Work. Modifications to the Subcontractor's assigned site areas must be requested and approved by the Construction Contractor.
10. The Subcontractor will take all necessary measures to keep all materials, equipment and operations within the property lines or site boundaries designated by the Construction Contractor. Any damages resulting from "out of boundaries" work or activities, whether intended or accidental, will be repaired/remedied at the expense of the Subcontractor.
11. The Subcontractor shall be responsible for the protection of its work during all work stages. This includes from snow and or removal of all snow associated with its SOW.
12. The Subcontractor shall be responsible for the parking of their equipment and personnel vehicles. Working equipment vehicles will have access within the work zone within the General working hours (Monday – Friday, 7am-11pm) that must be coordinated and approved by the Contractor designate. The Contractor will not assume liability or expenses associated with parking.
13. The subcontractor is responsible for securing each site with fencing and providing signage and locks to prevent access by the public. Maintenance of the site protection is the sole responsibility of the subcontractor. The subcontractor will provide access at anytime to the construction contractor upon request without delay.
14. The subcontractor will be responsible for their own temporary power where required to perform their work. If temporary power is in the form of a mobile generator, the subcontractor shall be responsible for maintaining the generator, fueling and relocating as required. The subcontractor will ensure that all noise by-law requirements are met.
15. The subcontractor will provide traffic control plans and trained qualified traffic control persons to ensure both public and workers safety during the project.
16. The subcontractor will provide full time EHS personnel for the duration of the project
17. The subcontractor will provide a full time dedicate QA/QC person for the duration of the project.

Document No.	Package NAME	Page No.
RFQ-SCC-50-03	FWLRT Traction Power Substation - TPSS	Page 14 of 38



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

1.5 Construction Planning

1.5.1 Work Method Statement

For each of the Areas the Subcontractor shall supply a Work Method Statement within 15 days after the Effective Date of the Agreement.

1.5.1.1 TPSS installation

The Subcontractor shall explain the construction and installation method providing details of:

- TPSS structure/building
- TPSS structure/building delivery, crane and rigging plan
- TPSS structure/building mounting installation plan
- TPSS cabling and termination plans
- TPSS grounding and ground grid installation plan
- Work methodology and progression plan
- Program of inspection points

1.5.2 Installation Plan

The Subcontractor is requested to provide and maintain an installation plan through the execution of the project in MS Word or Adobe PDF format with the following minimum level of detail:

- Installation site office information
- Installation team, equipment and vehicles
- Supplied materials specification and delivery quantity/schedule
- Installation schedule of each area/wire run
- Installation quality control plan
- Materials storage and maintenance plan
- Health and safety
- Environment and weather protect protection plan

1.5.3 Testing and Commissioning

Operation and Maintenance:

- (O&M Manuals, technical documentation of the equipment/system, preventative maintenance

Interim Maintenance & Operations

- Subcontractor responsible to perform warranty repairs from date of install to 2 years post Project Substantial Completion
- Ongoing maintenance and operation from date of formal handover to the Construction Contractor's Facilities Service Provider. The maintenance and operations works include but are not limited to planned preventative maintenance, routine maintenance, corrective maintenance
- Provide contact information of all technicians servicing the maintenance works

Reporting:

- Subcontractor's weekly report of materials transported, installed on site including labour and equipment and work performed

Document No.	Package NAME	Page No.
RFQ-SCC-50-03	FWLRT Traction Power Substation - TPSS	Page 15 of 38



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

Communications: No videotaping, photographs without prior written authorization from Construction Contractor.

Meetings: kick-off, pre-construction, safety meetings, etc.

- Subcontractor shall be expected to participate in any information meetings deemed appropriate and/or necessary during the pre-construction and construction phases of the Project.
- Subcontractor shall be expected to conduct weekly Safety meetings with their work crews.

Demobilization

1.6 Work Excluded

- TPSS concrete base pads and foundations will be done by others
- TPSS maintenance pad asphalt will be done by others
- All grading, drainage, catch basins and landscaping for TPSS Maintenance Site will be done by others
- All duct banks and conduits from the TPSS to the station platforms, MSF Building and underground electrical chambers will be done by others

1.7 Health and Safety

Subcontractor shall submit the safety package, completed in its entirety, prior to being permitted to attend orientation to the project. The project general orientation and relevant subsequent trainings shall be undertaken for all subcontractor staff and subsequent subcontractors hired by the subcontractor. The Work Method Statements (WMS) shall be used to draft the Job Hazard Analysis to be used for all elements of this work. The JHA shall be reviewed by Mosaic Health and Safety for comments, then upon final review, signed off by the subcontractor prior to commencement of the work. The Subcontractor shall be responsible for the Safety and security of the Workers, Materials and the Contract Works. The subcontractor shall submit their HS management plan and be given a copy of our Mosaic Health and Safety Plan and standards and shall adhere to the most stringent component of both, and the Ontario Construction Regulations 213/91.

The Subcontractor and all of its subcontractors shall respect and comply with:

- i. the rules, regulations and practices required by the applicable construction health and safety and environmental legislation in the jurisdiction of the location of the Project, and
- ii. all safety precautions, policies and programs of the Owner and the Contractor, including those contained in the then-current version of the Contractor's Health & Safety, and Environmental Manual.

The Subcontractor shall provide to Contractor, no later than ten (10) calendar days prior to mobilization on Site, its safety program, all SDS sheets for products expected to be used during the Project, and, its Site specific safety plan and job hazard analysis program.

A prequalification needs to be completed and approved before a potential contract is awarded. <https://subconprequal.aecon.com/>

Subcontractor to coordinate with Mosaic Constructors to arrange Mosaic Site Orientations for all personnel to be on site prior to site entry and Mosaic Supervisor Training for Subcontractor's Supervisors. Training includes but not limited to records for all personnel to be provided electronically in advance of their site orientation (2+ hours), including Working At Heights, WHMIS 2015 and MOL 4 Step (MOL 5 Step for Supervisors) or Mosaic approved equivalent and other training as it relates specifically to performance of the work.

Subcontractor shall execute JARR Cards (daily or equivalent), JHAs (for high risk work or as deemed by Mosaic), Behavioral based observations (BBO(1 per supervisor per week min)), Safety opportunity or near miss report (1 per week per

Document No.	Package NAME	Page No.
RFQ-SCC-50-03	FWLRT Traction Power Substation - TPSS	Page 16 of 38



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

supervisor) or approved alternatives, at frequency and timing required by Mosaic. Mosaic reserves the right to decrease or increase frequencies.

Valid locates and markings, as well as a Pre Dig Hazard Assessment (in form provided by Mosaic) is required prior to all excavations, daily per locate and are the responsibility of the Subcontractor. For certainty, all costs associated with achieving and conforming with an acceptable and fully executed Pre Dig Hazard Assessment are the responsibility of the Subcontractor.

Subcontractor to submit Daily Report (daily before 9am) and Weekly Report (weekly by Monday morning at 9am) to Mosaic using online forms at URLs below. URLs and content required subject to change at Mosaic's discretion.

Daily - <https://app.smartsheet.com/b/form/2d6ec8e102774180af121b9d62938920>

Weekly - <https://app.smartsheet.com/b/form/71797ca6be0749d39e9be1e4a72081c5>

Subcontractor's site and access plans to be developed and reviewed in coordination with Mosaic, and adjusted as required to suitably accommodate site and public safety.

The Subcontractor is responsible to ensure all equipment, tools, machinery and safety equipment is inspected, maintained and operated as required by the manufacture and/or Mosaic.

Minimum PPE required by all personnel visiting or working onsite require 5 points but not limited to;

- Safety boots 6" minimum height CSA and OMEGA
- Hard hat type 1 or as required
- Safety glasses to CSA standard
- Gloves – minimum Cut level 4 and Puncture resistant level 4
- Traffic vest – Class 2 Level 2 minimum or as required per Mosaic.

Subcontractor to send supervisors to Mosaic Transit Group CCST session once per year (8 hour)

Subcontractor to have H&S rep/JHSC member 1/10 workers. Mosaic to supply Hard Hat to identify.

Document No.	Package NAME	Page No.
RFQ-SCC-50-03	FWLRT Traction Power Substation - TPSS	Page 17 of 38



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

1.8 Quality

Construction Contractor has implemented a Quality Management System to ensure that all Work conforms to specifications and shall be accordance with the requirements established for the Project Site. This Quality Management System shall extend to the Subcontractors and their Sub-subcontractors for construction execution. During construction execution, Subcontractor's compliance with its Quality Assurance Plan will be assessed by periodic audit by Construction Contractor.

1.8.1 Proponents shall provide durability tests and quality test reports upon award

Subcontractor shall:

- a) comply with MOSAIC's Quality Management System, including coordination and execution of all Quality Control testing and inspection requirements by qualified individuals unless otherwise provided, as listed in the applicable specifications and Mosaic Inspection and Testing Plans (ITPs).

The Subcontractor shall propose the Inspection and Test Documentation which shall include the following:

Inspection & Test Plan

Inspection & Test Procedures

Inspection & Test Records and Reports

- b) provide a suitable, qualified "Quality Control Coordinator", subject to MOSAIC's approval, for the duration of fabrication and or construction activities who will complete all witness, verification and hold points listed on the ITPs and interface with MOSAIC's Quality Control Manager, providing regular ITP progress updates and submitting all required quality records within the time lines listed in the specifications and ITPs.

If the subcontractor does not provide a suitable, qualified "Quality Control Coordinator", Mosaic will provide this role and back charge the costs.

1.8.2 Non-Conformances

Subcontractor and Mosaic Quality Team shall issue Non-conformance Reports (NCRs) for any deficient or non-conforming aspects of the work.

Disposition, including remedial due date and corrective actions are required within 5 business days of the NCR being issued.

Subcontractor is responsible for any financial deductions resulting from non-conformances associated with their works at the following rates:

NCR Type	Deduction/Occurrence
Minor	\$0
Medium	\$5,000
Critical	\$50,000

Subcontractor is responsible to resolve all NCRs by the remedial due date.

A subsequent deduction will be applied for failure to remediate prior to the expiration of the applicable Remedial Period shall equal 120 per cent of the immediately previous deduction but shall not exceed 150 per cent of the first deduction.

Document No.	Package NAME	Page No.
RFQ-SCC-50-03	FWLRT Traction Power Substation - TPSS	Page 18 of 38



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

Non-conformances are defined as follows:

"Minor NCR" means an NCR raised on all or any portion of on-going works that have not been accepted by MTC.

"Medium NCR Means an NCR raised on a Non-Conformance that requires changes to an Issued for Construction document.

"Critical NCR" means an NCR raised on a Non-Conformance that delays the completion of the project and or requires all or any portion of accepted works to be removed or repeated because such works have, or would reasonably be expected to have, a significant adverse or material adverse impact on:

- i. the safety of the Project, the environment, System Users or the public;
- ii. the quality of the Works; or
- iii. the durability of the Works

1.8.3 Certifications

Subcontractor shall possess all certifications required in the project specifications and Inspection and testing Plans including but not limited to ISO, CSA, CCIL, CWB...etc.

1.8.4 Request for Information

If an RFI is a result of the following, the cost will be borne by Mosaic:

- Deficient design requiring clarification
- Lack of information in the design drawings/reports required to complete the work
- If an RFI is a result of the following, the cost will be born by the Subcontractor:
- Deficient/Non-conforming materials, work or services
- Request for use of alternate materials, products or services

1.8.5 Shop Drawings

All shop drawings will require review by the design team. Costs for shop drawings that contain errors or omissions, requiring additional reviews, will be back charged to the subcontractor.

The Subcontractor shall propose the Inspection and Test Documentation which shall include the following:

- Inspection & Test Plan
- Inspection & Test Procedures
- Inspection & Test Records and Reports

All Quality Documentation shall satisfy as a minimum the requirements outlined in the Mosaic Quality Manual, the Project Agreement, and the technical specifications

1.8.6 Program of hold points proposed

To avoid rework the Subcontractor is requested to propose a plan of hold points to CONSTRUCTION CONTRACTOR for their review and approval. The Subcontractor has to advise CONSTRUCTION CONTRACTOR before removing any hold points. CONSTRUCTION CONTRACTOR, at their discretion, will attend the inspection of hold points. In any event, a copy of hold

Document No.	Package NAME	Page No.
RFQ-SCC-50-03	FWLRT Traction Power Substation - TPSS	Page 19 of 38



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

point inspection records shall be provided to CONSTRUCTION CONTRACTOR.

The list of hold points shall include, but is not limited to:

- Pole installation
- Pole brackets, support and anchors
- Feeder Termination
- Cantilevers installation
- Head span installation
- Rigid rail support installation

1.9 Environmental

To be updated

1.10 Survey Layout

1.10.1 Basic Requirements for Layout Survey for Construction

The Subcontractor shall provide all labor, equipment and materials necessary to perform the Layout Work activities in accordance with the requirements of this Service Contracts Requisition. The scope of work for the Layout Surveying activities are defined within this document.

The Layout surveys are required for the construction activities of the Project and shall be implemented in accordance with the requirements set forth in this document. Different methods of data acquisition can be adopted separately or in combination to achieve specified deliverables. Requirements for these methods are stipulated in this document and referenced documents.

A project specific FW2015 Control Survey datum has been adopted for this project. Layout survey must be integrated into the Project horizontal and vertical control network and must be referenced to the FWLRT 2015 Geodetic Coordinate System (FW2015 GCS) in the MTM Zone 10.

The control and sub-control points established for the Project shall be used, and all of which must be verified and preserved over the course of the Contract.

Unless specified otherwise, work shall be done in accordance with the following reference documents. Hence, prior to undertaking the work, the Contractor shall review and become familiar with all such documents and provide deliverables in appropriate standards and formats:

CA Survey Control in Transit Corridor Supplement (MX-SURV CTRL-STD-2018-REV0) and Finch West LRT Project, Project Agreement Schedule 15-2 Part 1
 FWLRT Project Agreement (PA)
 CA Finch West LRT Horizontal and Transformation Survey Report, June 12, 2017
 CA Finch West LRT Vertical Control Survey Report Survey Report, June 28, 2016
 MTC Finch West LRT Horizontal and Vertical Control Reports, 2019
 FWLRT Trackwork installation tolerance report

As well, work shall be guided by the following reference publications available through the public government agencies:

City of Toronto Engineering Survey Standards for Consultants
 Ministry of Transportation Engineering Survey Manual
 ASCE Standard 38-02 Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data

Document No.	Package NAME	Page No.
RFQ-SCC-50-03	FWLRT Traction Power Substation - TPSS	Page 20 of 38



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

Compile documentation and survey data in an approved report format to Construction Contractor surveyor shall be submitted electronically.

Instrument Requirements:

A total station for surveying is typically capable of 1 - 5 seconds of arc angle accuracy, and 1-2 millimeter-level distance precision. An instrument of 0.5-1 second accuracy is the minimum recommended for Control Surveys. 1-second angle accuracy is recommended for Layout Surveys.

For GPS RTK layout survey for earthworks: Follow the Manufacturer's calibration guidelines; Ensure antenna heights are correctly entered by measuring and recording before and after set-up; Use, at minimum, 5-second occupations with 0.015 m horizontal and 0.02 m vertical precision settings for survey points; Re-initialize the device on the layout point to check the repeatability of measurements; Manage files carefully and consistently; Ensure layout point coordinates are based on the calibration for the Project's coordinate system.

GPS instrument for layout shall be used only for basic earthwork and not to define elevations

1.10.2 Layout by subcontractor

- Where the Contract Documents provide for the Subcontractor to lay out the Work, following sub paragraphs .02 to .017 shall apply.
- Construction Contractor surveyor shall perform an audit of the control network, evaluate its requirements for a control survey in order to carry out the works and determine if additional control surveys and monuments are required in order to carry Layout Surveys within entire project extents. Any such additional monuments shall be installed by Construction Contractor and shall be surveyed to tie into the Project's control coordinate system.
- Prior to commencement of construction, the Construction Contractor surveyor and the Subcontractor shall locate on site control and benchmarks that are necessary to delineate the Working Area and to lay out the Work.
- The Subcontractor shall be responsible for the preservation of all property bars control points and benchmarks while the Work is in progress, except those property bars, control points and benchmarks that must be removed to facilitate the Work. Any other property bars disturbed, damaged or removed by the Subcontractor's operations shall be replaced by an Ontario Land Surveyor, at the Subcontractor's expense.
- At no extra cost to the Construction Contractor, the Subcontractor shall provide the Construction Contractor with such materials and devices as may be necessary to lay out the control points, and benchmarks, and as may be necessary for the inspection of the Work.
- The Subcontractor shall provide qualified personnel to lay out and establish all lines and grades necessary for construction. The Subcontractor shall notify the Construction Contractor of any layout work carried out, so that the same may be checked by the Construction Contractor surveyor.
- The Subcontractor shall install and maintain substantial alignment markers and secondary control points and benchmarks as may be required for the proper execution and inspection of the Work. The Subcontractor shall supply one copy of all alignment and grade sheets to the Construction Contractor.
- The Subcontractor shall assume full responsibility for alignment, elevations and dimensions of each and all parts of the Work, regardless of whether the Subcontractor's layout work has been checked by the Construction Contractor.
- All stakes, marks and reference points shall be carefully preserved by the Subcontractor. In the case of their destruction

Document No.	Package NAME	Page No.
RFQ-SCC-50-03	FWLRT Traction Power Substation - TPSS	Page 21 of 38



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

or removal, for any reason, before the end of the delivery time, such stakes, marks and reference points shall be replaced, to the satisfaction of the Construction Contractor, at the Subcontractor's expense.

- 10 The Construction Contractor will provide to the Subcontractor a digital copy of the Contract Drawings for the purpose of creating layout reports to enable field layout of the Project.
- 11 The construction team shall give the Construction Contractor surveyor at least 24 hours notice before requiring levels, lines or stakes, on any portion of the Work and the Subcontractor shall clearly state in such notice the exact locality or localities where such are needed for use.
- 12 Prior to the commencement of the survey and layout, the Subcontractor and the Construction Contractor surveyors and construction team shall meet to review, establish and confirm the following:
 - a. staging of construction;
 - b. layout sequencing, optimum location and preservation of all reference points; and
 - c. sequencing of construction, that is to say the order of removal and replacement of surface and sub-surface services and infrastructures.
- 13 The grade layout shall be carried out at no further apart than 20 m and where grade/direction changes occur. The grades of the constructed features shall be confirmed before proceeding to the next stage of work.
- 14 The construction team shall be responsible for the preservation of all control points, property bars while the Work is in progress, except those control points and property bars which must be removed to facilitate the Work.
- 15 All stakes, marks and reference points shall be carefully preserved by the Construction Contractor construction team. In the case of their destruction or removal as a result of the site operations, such stakes, marks and reference points shall be replaced, to the satisfaction of the Contract requirements.
- 16 Any conflict or inconsistencies found between the Contract Drawings and the existing physical conditions shall be reported to the Construction Contractor immediately, and the survey and layout work shall be suspended until further directed by the Construction Contractor.
- 17 The Construction Contractor construction team must satisfy itself before commencing work at any point as to the meaning and accuracy of all stakes and marks, and no objection shall be considered for or on account of any alleged inaccuracies or for any alternations subsequently rendered necessary on account of any such alleged inaccuracies, unless the construction team notifies the Construction Contractor surveyor thereof in writing before commencing the Work.

1.10.3 Deliverables

All readings and measurements taken during the survey and layout, including the following, must be properly recorded — in digital format with supplemental hard copy where necessary— and maintained for verification and future reference:

1. all control and sub-control points;
2. all horizontal and vertical stations;
3. layout/offset points;
4. grade sheets and field notes; and
5. information required for the preparation of as-built drawings

The Subcontractor shall submit survey sheets to the Construction Contractor within the same day of completion of layout. A copy of the records produced shall be stored by the Subcontractor on site and be accessible to the MTC at any time.

Document No.	Package NAME	Page No.
RFQ-SCC-50-03	FWLRT Traction Power Substation - TPSS	Page 22 of 38



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

1.11 Schedule Reporting Requirements

Regarding the Schedule Reporting of the SUBCONTRACTOR's Works, the SUBCONTRACTOR is to provide the following:

1.11.1 Proposal Requirements

1.11.1.1 Master Schedule

The Master Schedule, a time scaled bar chart of approximately 200 activities, shall show major PROJECT milestones and the duration of main activities for each major phase and section of the PROJECT. The Master Schedule shall be part of the SUBCONTRACTOR proposal. The Master Schedule shall show the breakdown of the WORK (Further breakdown to appendix 2 high level WBS) with logical sequence and relationship of the PROJECT activities on phase, area and discipline basis following the CONTRACTOR scheduling and scope of WORK requirements. The Master Schedule will be considered during the Technical Bid Evaluation process and will be part of the final CONTRACT

1.11.2 Contract Requirements

1.11.2.1 Work Breakdown Structure (WBS)

SUBCONTRACTOR shall submit within 7 calendar days after CONTRACT award for CONTRACTOR's review a WBS, showing the division of the WORK into individual parts and reporting documents. The WBS shall be consistent with the contract scope and allow progress, schedule and cost control to be exercised on both, a unit basis and discipline basis, for Project Management, Engineering, Procurement, Construction/Installation, separately. The WBS shall be applied in all PROJECT deliverables, schedules, progress control, and cost control.

1.11.2.2 Work Schedule

To be submitted by within 30 calendar days after contract award, and is to be:

- a. A detailed schedule developed in XER format with a mapping of activities to the CONTRACTOR's Works Schedule activities. This mapping will include the attached break down structure (Appendix 2) through Activity Codes or WBS codes assignments to the activities.
- b. To be complied with the contract obligations
- c. To have critical and longest paths which shall be based on logic networking (precedence) using Primavera P6 analysis method of which the lower level rolls up into higher level.
- d. The plans and schedules shall encompass all relevant functions and activities of "SUBCONTRACTOR", vendors and SUBCONTRACTORS required for the Work, from the date of PROJECT start through commissioning and startup of the facilities.
- e. SUBCONTRACTOR's system shall permit the progress monitoring of these activities through bar charts, progress curves and histograms.
- f. To have Milestones which shall be clearly identified and integrated in the network logic showing all activities necessary to achieve completion of the event especially payment milestones and key contractual events.
- g. To have calendars assigned to each activity which reflects the correct working days and hours
- h. To have the data date as of PROJECT start
- i. To be submitted in PDF format
- j. To be submitted in XER format
- k. To have activities cost and man-hours loaded
- l. To be accompanied with a man-hour histogram of the entire WORKs

Document No.	Package NAME	Page No.
RFQ-SCC-50-03	FWLRT Traction Power Substation - TPSS	Page 23 of 38



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

- m. To be accompanied with "Works Schedule Assumptions Report" and means a narrated report including all applicable data that document the assumptions made by SUBCONTRACTOR to generate any of the Project Schedules. (In accordance with section 9 of ATTACHEMENT 12- CONSTRUCTION CONTRACT)
- n. To be in accordance with the technical checklist below in Appendix 1
- o. And to be in conformance with the standards and requirements outlined in SCHEDULE 12 of CONSTRUCTION CONTRACT.

1.11.2.3 Manpower Histograms

SUBCONTRACTOR shall submit to CONTRACTOR for Review manpower histograms to support the Schedule. Such histograms shall be updated and issued monthly along with the Progress Report.

1.11.2.4 Progress Control

- a. A Progress Control System shall be used to monitor and control the progress of the WORK. The system shall be based on the PROJECT WBS and include the overall activity weightings for the major components of WORK.
- b. Throughout the life of the PROJECT, SUBCONTRACTOR shall develop, update and report against a series of Progress Curves and Manpower Histograms. These curves shall be P6 generated and shall form the basis of the physical progress control system.
- c. The physical progress control system shall enable the measurement, monitoring and follow-up of progress (actual versus planned), and the control of corresponding WORK units for all SUBCONTRACTORS, and vendor activities. The physical progress may not, under any circumstances, be assessed by reference to man-hours spent.
- d. The physical progress may be measured by either one, or a combination, of the following methods, depending on the nature of the activity concerned:
 - Physical measurable quantities of activities done (partially or completely), as applicable
 - Progress scales (percentage completion earned with reference to controllable milestones or steps of WORK achievement) for specific activities to be defined for each category of engineering, procurement services, construction/Installation, and commissioning/ performance test.

1.11.2.5 Progress Works Schedule

To be submitted once a month by the 5th business day of the following month, and includes:

- a. An update of the Detailed WORKS Schedule with the data date progressed to the last day of the reporting month
- b. An update of the current forecasts for planned remaining activities
- c. To be submitted in PDF format
- d. To be submitted in XER format
- e. To have a physical progress percentage given to all activities either in progress or completed
- f. To be accompanied with "Works Schedule Progress Report" and means a narrated report detailing the progress made up to the Schedule Status Date, the variance between the Project Schedules provided compared to the previous version of the Project Schedules and risk items.(In accordance with section 10 of ATTACHMENT 12- CONSTRUCTION CONTRACT)
- g. To be in accordance with the technical checklist below in Appendix 1

and to be in conformance with the standards and requirements outlined in SCHEDULE 12 of CONSTRUCTION CONTRACT.

Document No.	Package NAME	Page No.
RFQ-SCC-50-03	FWLRT Traction Power Substation - TPSS	Page 24 of 38



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

1.11.2.6 Progress Report

A report informing CONTRACTOR on all aspects of the performance and development of the WORK through all phases of the PROJECT. The report shall be prepared in two parts:

- a. The Management Summary
- b. Detail Report in support of the Management Summary.

The Management Summary shall include:

Narrative:

- General overview of engineering, procurement, construction, HSE and quality
- Areas of concern and corrective actions implemented or planned to be implemented to rectify problems or mitigate their negative effects
- Major milestones achieved, or activities completed
- Major meetings and decisions taken

Tables, graphs and data

- Summary progress table: actual versus planned/forecast
- Summary progress "S" curve: actual versus planned/forecast
- Updated Level I PROJECT Master Schedule

The Detail Report shall include:

Engineering (Overall and each major discipline addressed separately)

- Significant accomplishments during the month and the major activities planned for the following month, highlighting any problem areas and corrective actions
- Deliverable status
- Progress table: actual versus planned/forecast
- Progress "S" curve: actual versus planned/forecast
- Manpower histograms: actual versus planned/forecast

Procurement

- Significant accomplishments during the month and the major activities planned for the following month, highlighting any problem areas and corrective actions
- Requisition and purchase order status
- Material/Machineries status report
- Status of expending, inspection, testing, and material transportation
- Progress table: actual versus planned/forecast
- Progress "S" curve: actual versus planned/forecast

Construction/Installation (Overall and each major construction/Installation area and discipline)

- Significant accomplishments during the month and the major activities planned for the following month, highlighting any problem areas and corrective actions
- Subcontract status
- Material status report
- Major quantities installed
- Progress table: actual versus planned/forecast
- Progress "S" curve: actual versus planned/forecast

Document No.	Package NAME	Page No.
RFQ-SCC-50-03	FWLRT Traction Power Substation - TPSS	Page 25 of 38



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

- Indirect manpower/machinery histograms: actual versus planned/forecast
- Direct manpower/machinery histograms: actual versus planned/forecast

Project Control

- Narrative of the overall schedule and progress including manpower issues and how that relates to achieving the planned progress
- Identification of the critical path elements and the major milestones to be achieved in the following two months, highlighting significant interfaces (with CONTRACTOR) and constraints
- Change Request and Approved Change Orders
- Updated Detail Time Schedule

Photographs and videos of the Site

SUBCONTRACTOR shall provide in the detailed report section of the Monthly Progress Report photographs showing the construction progress. Photos shall be printed with the date the photograph was taken.

2. REFERENCE DOCUMENTS

The most current revision of the following documents, technical Specifications, general Specifications, drawings and sketches will be used as reference for the Scope of Work.

2.1 Drawings

Drawing Number	Drawing Name	DATE
CPG_FWL501_E0000	LINEWIDE SYSTEMS – TPS – COVER PAGE	N/A
CPG_FWL501_E0001	LINEWIDE SYSTEMS – TPS – LIST OF DRAWINGS	2019-05-07
CPG_FWL501_E0002	LINEWIDE SYSTEMS – TPS – NOTES & ABBREVIATIONS	2019-05-07
CPG_FWL501_E0003	LINEWIDE SYSTEMS – TPS - SYMBOLOGY	2019-05-07
CPG_FWL501_E0004	LINEWIDE SYSTEMS – TPS – BLOCK DIAGRAM	2019-05-07
CPG_FWL501_E0005	LINEWIDE SYSTEMS – TPS – SITE LOCATION KEY PLAN	2019-05-07
CPG_FWL501_E1100	LINEWIDE SYSTEMS – MSF TPSS – ELECTRIFICATION – SINGLE LINE DIAGRAM	2019-05-07
CPG_FWL501_E1120	LINEWIDE SYSTEMS – MSF TPSS – AUXILIARY & ETS – SCHEDULE & RISERS DIAGRAMS	2019-05-07
CPG_FWL501_E1130	LINEWIDE SYSTEMS – MSF TPSS – TPS SCADA – BLOCK DIAGRAM	2019-05-07
CPG_FWL501_E1140	LINEWIDE SYSTEMS – MSF TPSS – MEASUREMENT – BLOCK DIAGRAM	2019-05-07
CPG_FWL501_E1160	LINEWIDE SYSTEMS – MSF TPSS – DC HOUSE POWER – CONTROL POWER SCHEMATICS	2019-05-07
CPG_FWL501_E1170	LINEWIDE SYSTEMS – MSF TPSS – AC HOUSE POWER – AUXILIARY POWER SCHEMATICS	2019-05-07
CPG_FWL501_E1200	LINEWIDE SYSTEMS – MSF TPSS – EQUIPMENT – LAYOUT ARRANGEMENT	2019-05-07
CPG_FWL501_E1220	LINEWIDE SYSTEMS – MSF TPSS – EQUIPMENT – SECTIONS & ELEVATIONS	2019-05-07
CPG_FWL501_E1300	LINEWIDE SYSTEMS – MSF TPSS – CABLING & ROUTING - SCHEDULE	2019-05-07
CPG_FWL501_E1310	LINEWIDE SYSTEMS – MSF TPSS – TRACTION FEEDER - SCHEDULE	2019-05-07
CPG_FWL501_E1400	LINEWIDE SYSTEMS – MSF TPSS – GROUNDING AND BONDING	2019-05-07
CPG_FWL501_E2100	LINEWIDE SYSTEMS – TPSS #1 – ELECTRIFICATION – SINGLE LINE DIAGRAM	2019-05-07
CPG_FWL501_E2120	LINEWIDE SYSTEMS – TPSS #1 – AUXILIARY & ETS – SCHEMATICS & RISERS DIAGRAMS	2019-05-07
CPG_FWL501_E2130	LINEWIDE SYSTEMS – TPSS #1 – TPS SCADA – BLOCK DIAGRAM	2019-05-07
CPG_FWL501_E2140	LINEWIDE SYSTEMS – TPSS #1 – MEASUREMENT – BLOCK DIAGRAM	2019-05-07
CPG_FWL501_E2160	LINEWIDE SYSTEMS – TPSS #1 – DC HOUSE POWER – CONTROL POWER SCHEMATICS	2019-05-07
CPG_FWL501_E2170	LINEWIDE SYSTEMS – TPSS #1 – AC HOUSE POWER – AUXILIARY POWER SCHEMATICS	2019-05-07
CPG_FWL501_E2200	LINEWIDE SYSTEMS – TPSS #1 -EQUIPMENT – LAYOUT ARRANGEMENT	2019-05-07
CPG_FWL501_E2220	LINEWIDE SYSTEMS – TPSS #1 – EQUIPMENT – PLANS, SECTIONS& ELEVATIONS	2019-05-07
CPG_FWL501_E2300	LINEWIDE SYSTEMS – TPSS #1 – CABLE ROUTING – SCHEDULE	2019-05-07

Document No.	Package NAME	Page No.
RFQ-SCC-50-03	FWLRT Traction Power Substation - TPSS	Page 26 of 38



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

CPG_FWL501_E2310	LINEWIDE SYSTEMS – TPSS #1 – TRACTION FEEDER SCHEDULE	2019-05-07
CPG_FWL501_E2400	LINEWIDE SYSTEMS – TPSS #1 – GROUNDING AND BONDING	2019-05-07
CPG_FWL501_E3100	LINEWIDE SYSTEMS – TPSS #2 – ELECTRIFICATION – SINGLE LINE DIAGRAM	2019-05-07
CPG_FWL501_E3120	LINEWIDE SYSTEMS – TPSS #2 – AUXILIARY & ETS – SCHEMATICS & RISERS DIAGRAMS	2019-05-07
CPG_FWL501_E3130	LINEWIDE SYSTEMS – TPSS #2 – TPS SCADA – BLOCK DIAGRAM	2019-05-07
CPG_FWL501_E3140	LINEWIDE SYSTEMS – TPSS #2 – MEASUREMENT – BLOCK DIAGRAM	2019-05-07
CPG_FWL501_E3160	LINEWIDE SYSTEMS – TPSS #2 – DC HOUSE POWER – CONTROL POWER SCHEMATICS	2019-05-07
CPG_FWL501_E3170	LINEWIDE SYSTEMS – TPSS #2 – AC HOUSE POWER – AUXILIARY POWER SCHEMATICS	2019-05-07
CPG_FWL501_E3200	LINEWIDE SYSTEMS – TPSS #2 – EQUIPMENT – LAYOUT ARRANGEMENT	2019-05-07
CPG_FWL501_E3220	LINEWIDE SYSTEMS – TPSS #2 – EQUIPMENT – SECTIONS & ELEVATIONS	2019-05-07
CPG_FWL501_E3300	LINEWIDE SYSTEMS – TPSS #2 – CABLING & ROUTING - SCHEDULE	2019-05-07
CPG_FWL501_E3310	LINEWIDE SYSTEMS – TPSS #2 – TRACTION FEEDER - SCHEDULE	2019-05-07
CPG_FWL501_E3400	LINEWIDE SYSTEMS – TPSS #2 – GROUNDING AND BONDING	2019-05-07
CPG_FWL501_E4100	LINEWIDE SYSTEMS – TPSS #3 – ELECTRIFICATION – SINGLE LINE DIAGRAM	2019-05-07
CPG_FWL501_E4120	LINEWIDE SYSTEMS – TPSS #3 – AUXILIARY & ETS – SCHEMATICS & RISERS DIAGRAM	2019-05-07
CPG_FWL501_E4130	LINEWIDE SYSTEMS – TPSS #3 – TPS SCADA – BLOCK DIAGRAM	2019-05-07
CPG_FWL501_E4140	LINEWIDE SYSTEMS – TPSS #3 – MEASUREMENT – BLOCK DIAGRAM	2019-05-07
CPG_FWL501_E4160	LINEWIDE SYSTEMS – TPSS #3 – DC HOUSE POWER – CONTROL POWER SCHEMATICS	2019-05-07
CPG_FWL501_E4170	LINEWIDE SYSTEMS – TPSS #3 – AC HOUSE POWER – AUXILIARY POWER SCHEMATICS	2019-05-07
CPG_FWL501_E4200	LINEWIDE SYSTEMS – TPSS #3 – EQUIPMENT – LAYOUT ARRANGEMENT	2019-05-07
CPG_FWL501_E4220	LINEWIDE SYSTEMS – TPSS #3 – EQUIPMENT – SECTIONS & ELEVATIONS	2019-05-07
CPG_FWL501_E4300	LINEWIDE SYSTEMS – TPSS #3 – CABLING & ROUTING - SCHEDULE	2019-05-07
CPG_FWL501_E4310	LINEWIDE SYSTEMS – TPSS #3 – TRACTION FEEDER - SCHEDULE	2019-05-07
CPG_FWL501_E4400	LINEWIDE SYSTEMS – TPSS #3 – GROUNDING AND BONDING	2019-05-07
CPG_FWL501_E5100	LINEWIDE SYSTEMS – TPSS #4 – ELECTRIFICATION – SINGLE LINE DIAGRAM	2019-05-07
CPG_FWL501_E5120	LINEWIDE SYSTEMS – TPSS #4 – AUXILIARY & ETS – SCHEMATICS & RISERS DIAGRAMS	2019-05-07
CPG_FWL501_E5130	LINEWIDE SYSTEMS – TPSS #4 – TPS SCADA – BLOCK DIAGRAM	2019-05-07
CPG_FWL501_E5140	LINEWIDE SYSTEMS – TPSS #4 – MEASUREMENT – BLOCK DIAGRAM	2019-05-07
CPG_FWL501_E5160	LINEWIDE SYSTEMS – TPSS #4 – DC HOUSE POWER – CONTROL POWER SCHEMATICS	2019-05-07
CPG_FWL501_E5170	LINEWIDE SYSTEMS – TPSS #4 – AC HOUSE POWER – AUXILIARY POWER SCHEMATICS	2019-05-07
CPG_FWL501_E5200	LINEWIDE SYSTEMS – TPSS #4 – EQUIPMENT – LAYOUT ARRANGEMENT	2019-05-07
CPG_FWL501_E5220	LINEWIDE SYSTEMS – TPSS #4 – EQUIPMENT – SECTIONS & ELEVATIONS	2019-05-07
CPG_FWL501_E5300	LINEWIDE SYSTEMS – TPSS #4 – CABLING & ROUTING - SCHEDULE	2019-05-07
CPG_FWL501_E5310	LINEWIDE SYSTEMS – TPSS #4 – TRACTION FEEDER SCHEDULE	2019-05-07
CPG_FWL501_E5400	LINEWIDE SYSTEMS – TPSS #4 – GROUNDING AND BONDING	2019-05-07
CPG_FWL501_E6100	LINEWIDE SYSTEMS – TPSS #5 – ELECTRIFICATION – SINGLE LINE DIAGRAM	2019-05-07
CPG_FWL501_E6120	LINEWIDE SYSTEMS – TPSS #5 – AUXILIARY & ETS -SCHEMATICS & RISERS DIAGRAMS	2019-05-07
CPG_FWL501_E6130	LINEWIDE SYSTEMS – TPSS #5 – TPS SCADA – BLOCK DIAGRAM	2019-05-07
CPG_FWL501_E6140	LINEWIDE SYSTEMS – TPSS #5 – MEASUREMENT – BLOCK DIAGRAM	2019-05-07
CPG_FWL501_E6160	LINEWIDE SYSTEMS – TPSS #5 - DC HOUSE POWER – CONTROL POWER SCHEMATICS	2019-05-07
CPG_FWL501_E6170	LINEWIDE SYSTEMS – TPSS #5 - AC HOUSE POWER – AUXILIARY POWER SCHEMATICS	2019-05-07
CPG_FWL501_E6200	LINEWIDE SYSTEMS – TPSS #5 – EQUIPMENT – LAYOUT ARRANGEMENT	2019-05-07
CPG_FWL501_E6220	LINEWIDE SYSTEMS – TPSS #5 – EQUIPMENT – SECTIONS & ELEVATIONS	2019-05-07
CPG_FWL501_E6300	LINEWIDE SYSTEMS – TPSS #5 - CABLING & ROUTING - SCHEDULE	2019-05-07
CPG_FWL501_E6310	LINEWIDE SYSTEMS – TPSS #5 - CABLING & ROUTING - SCHEDULE	2019-05-07
CPG_FWL501_E6400	LINEWIDE SYSTEMS – TPSS #5 – GROUNDING AND BONDING	2019-05-07
CPG_FWL501_E7100	LINEWIDE SYSTEMS – TPSS #6 - ELECTRIFICATION – SINGLE LINE	2019-05-07
CPG_FWL501_E7120	LINEWIDE SYSTEMS – TPSS #6 - AUXILIARY & ETS -SCHEMATICS & RISERS DIAGRAMS	2019-05-07
CPG_FWL501_E7130	LINEWIDE SYSTEMS – TPSS #6 - TPS SCADA – BLOCK DIAGRAM	2019-05-07

Document No.	Package NAME	Page No.
RFQ-SCC-50-03	FWLRT Traction Power Substation - TPSS	Page 27 of 38



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

CPG_FWL501_E7140	LINEWIDE SYSTEMS – TPSS #6 - MEASUREMENT – BLOCK DIAGRAM	2019-05-07
CPG_FWL501_E7160	LINEWIDE SYSTEMS – TPSS #6 - DC HOUSE POWER – CONTROL POWER SCHEMATICS	2019-05-07
CPG_FWL501_E7170	LINEWIDE SYSTEMS – TPSS #6 - AC HOUSE POWER – AUXILIARY POWER SCHEMATICS	2019-05-07
CPG_FWL501_E7200	LINEWIDE SYSTEMS – TPSS #6 - EQUIPMENT – LAYOUT ARRANGEMENT	2019-05-07
CPG_FWL501_E7220	LINEWIDE SYSTEMS – TPSS #6 - EQUIPMENT – SECTIONS & ELEVATIONS	2019-05-07
CPG_FWL501_E7300	LINEWIDE SYSTEMS – TPSS #6 - CABLING & ROUTING - SCHEDULE	2019-05-07
CPG_FWL501_E7310	LINEWIDE SYSTEMS – TPSS #6 - CABLING & ROUTING - SCHEDULE	2019-05-07
CPG_FWL501_E7400	LINEWIDE SYSTEMS – TPSS #6 – GROUNDING AND BONDING	2019-05-07
CPG_FWL501_E8100	LINEWIDE SYSTEMS – TPSS #7 - ELECTRIFICATION – SINGLE LINE	2019-05-07
CPG_FWL501_E8120	LINEWIDE SYSTEMS – TPSS #7 - AUXILIARY & ETS -SCHEMATICS & RISERS DIAGRAMS	2019-05-07
CPG_FWL501_E8130	LINEWIDE SYSTEMS – TPSS #7 - TPS SCADA – BLOCK DIAGRAM	2019-05-07
CPG_FWL501_E8140	LINEWIDE SYSTEMS – TPSS #7 - MEASUREMENT – BLOCK DIAGRAM	2019-05-07
CPG_FWL501_E8160	LINEWIDE SYSTEMS – TPSS #7 - DC HOUSE POWER – CONTROL POWER SCHEMATICS	2019-05-07
CPG_FWL501_E8170	LINEWIDE SYSTEMS – TPSS #7 - AC HOUSE POWER – AUXILIARY POWER SCHEMATICS	2019-05-07
CPG_FWL501_E8200	LINEWIDE SYSTEMS – TPSS #7 - EQUIPMENT – LAYOUT ARRANGEMENT	2019-05-07
CPG_FWL501_E8220	LINEWIDE SYSTEMS – TPSS #7 - EQUIPMENT – SECTIONS & ELEVATIONS	2019-05-07
CPG_FWL501_E8300	LINEWIDE SYSTEMS – TPSS #7 - CABLING & ROUTING - SCHEDULE	2019-05-07
CPG_FWL501_E8310	LINEWIDE SYSTEMS – TPSS #7 - CABLING & ROUTING - SCHEDULE	2019-05-07
CPG_FWL501_E8400	LINEWIDE SYSTEMS – TPSS #7 – GROUNDING AND BONDING	2019-05-07
CPG_FWL501_E9100	LINEWIDE SYSTEMS – TPSS #8 - ELECTRIFICATION – SINGLE LINE	2019-05-07
CPG_FWL501_E9120	LINEWIDE SYSTEMS – TPSS #8 - AUXILIARY & ETS -SCHEMATICS & RISERS DIAGRAMS	2019-05-07
CPG_FWL501_E9130	LINEWIDE SYSTEMS – TPSS #8 - TPS SCADA – BLOCK DIAGRAM	2019-05-07
CPG_FWL501_E9140	LINEWIDE SYSTEMS – TPSS #8 - MEASUREMENT – BLOCK DIAGRAM	2019-05-07
CPG_FWL501_E9160	LINEWIDE SYSTEMS – TPSS #8 - DC HOUSE POWER – CONTROL POWER SCHEMATICS	2019-05-07
CPG_FWL501_E9170	LINEWIDE SYSTEMS – TPSS #8 - AC HOUSE POWER – AUXILIARY POWER SCHEMATICS	2019-05-07
CPG_FWL501_E9200	LINEWIDE SYSTEMS – TPSS #8 - EQUIPMENT – LAYOUT ARRANGEMENT	2019-05-07
CPG_FWL501_E9220	LINEWIDE SYSTEMS – TPSS #8 - EQUIPMENT – SECTIONS & ELEVATIONS	2019-05-07
CPG_FWL501_E9300	LINEWIDE SYSTEMS – TPSS #8 - CABLING & ROUTING - SCHEDULE	2019-05-07
CPG_FWL501_E9310	LINEWIDE SYSTEMS – TPSS #8 - CABLING & ROUTING - SCHEDULE	2019-05-07
CPG_FWL501_E9400	LINEWIDE SYSTEMS – TPSS #8 – GROUNDING AND BONDING	2019-05-07
CPG_FWL105_A0001	ROUTE WORKS – PART D – ARCHITECTURAL, CIVIL, LANDSCAPING – TPSS COVER SHEET	2019/02/14
CPG_FWL105_A0002	ROUTE WORKS – PART D – ARCHITECTURAL – TPSS INDEX SHEET	2019/02/14
CPG_FWL105_A0100	ROUTE WORKS – PART D – ARCHITECTURAL- TPSS – ABBREVIATIONS, SYMBOLS & LEGENDS	2019/02/14
CPG_FWL105_A1000	ROUTE WORKS – PART D – ARCHITECTURAL – TPSS LOCATION PLAN	2019/02/14
CPG_FWL105_A1001	ROUTE WORKS – PART D – ARCHITECTURAL – TPSS SITE PLAN – TPSS #6	2019/02/14
CPG_FWL105_A1002	ROUTE WORKS – PART D – ARCHITECTURAL – TPSS SITE PLAN – TPSS #7	2019/02/14
CPG_FWL105_A1003	ROUTE WORKS – PART D – ARCHITECTURAL – TPSS SITE PLAN – TPSS #8	2019/02/14
CPG_FWL105_A1004	ROUTE WORKS – PART D – ARCHITECTURAL – TPSS SITE PLAN - MSF	2019/02/14
CPG_FWL105_A2000	ROUTE WORKS – PART D – ARCHITECTURAL – TPSS TYPICAL FLOOR PLAN	2019/02/14
CPG_FWL105_A4000	ROUTE WORKS – PART D – ARCHITECTURAL – TPSS – TYPICAL ELEVATIONS	2019/02/14
CPG_FWL3T0_A0000	ROUTE WORKS – PART D – ARCHITECTURAL, CIVIL, LANDSCAPE – TPSS – COVER PAGE	2019/02/14
CPG_FWL3T0_C0001	ROUTE WORKS – PART D – CIVIL – TPSS – SHEET INDEX	2019/02/14
CPG_FWL3T0_C0002	ROUTE WORKS – PART D – CIVIL – TPSS – GENERAL NOTES	2019/02/14
CPG_FWL3T6_C4601	ROUTE WORKS – PART D – CIVIL – TPSS – TPSS 6 – SITE & PAVING PLAN	2019/02/14
CPG_FWL3T6_C4602	ROUTE WORKS – PART D – CIVIL – TPSS – TPSS 6 – GRADING & DRAINAGE PLAN	2019/02/14
CPG_FWL3T6_U1601	ROUTE WORKS – PART D – CIVIL – TPSS – TPSS 6 – SITE SERVICING PLAN	2019/02/14
CPG_FWL3T6_C4603	ROUTE WORKS – PART D – CIVIL – TPSS – TPSS 6 – CATCHMENT PLAN	2019/02/14
CPG_FWL3T6_U1602	ROUTE WORKS – PART D – CIVIL – TPSS – TPSS 6 – HYDRANT PLAN	2019/02/14
CPG_FWL3T6_C4604	ROUTE WORKS – PART D – CIVIL – TPSS – TPSS 6 – SWEPT PATHS	2019/02/14

Document No.	Package NAME	Page No.
RFQ-SCC-50-03	FWLRT Traction Power Substation - TPSS	Page 28 of 38



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

CPG_FWL3T7_C4701	ROUTE WORKS – PART D – CIVIL – TPSS – TPSS 7 - SITE & PAVING PLAN	2019/02/14
CPG_FWL3T7_C4702	ROUTE WORKS – PART D – CIVIL – TPSS – TPSS 7 – GRADING & DRAINAGE PLAN	2019/02/14
CPG_FWL3T7_U1701	ROUTE WORKS – PART D – CIVIL – TPSS – TPSS 7 – SITE SERVICING PLAN	2019/02/14
CPG_FWL3T7_C4703	ROUTE WORKS – PART D – CIVIL – TPSS – TPSS 7 – CATCHMENT PLAN	2019/02/14
CPG_FWL3T7_U1702	ROUTE WORKS – PART D – CIVIL – TPSS – TPSS 7 – HYDRANT PLAN	2019/02/14
CPG_FWL3T7_C4704	ROUTE WORKS – PART D – CIVIL – TPSS – TPSS 7 – SWEPT PATHS	2019/02/14
CPG_FWL3T8_C4801	ROUTE WORKS – PART D – CIVIL – TPSS – TPSS 8 – SITE & PAVING PLAN	2019/02/14
CPG_FWL3T8_C4802	ROUTE WORKS – PART D – CIVIL – TPSS – TPSS 8 – GRADING & DRAINAGE PLAN	2019/02/14
CPG_FWL3T8_U1801	ROUTE WORKS – PART D – CIVIL – TPSS – TPSS 8 – SITE SERVICING PLAN	2019/02/14
CPG_FWL3T8_C4803	ROUTE WORKS – PART D – CIVIL – TPSS – TPSS 8 – CATCHMENT PLAN	2019/02/14
CPG_FWL3T8_U1802	ROUTE WORKS – PART D – CIVIL – TPSS – TPSS 8 – HYDRANT PLAN	2019/02/14
CPG_FWL3T8_C4804	ROUTE WORKS – PART D – CIVIL – TPSS – TPSS 8 – SWEPT PATHS	2019/02/14
CPG_FWL3T0_G1001	FINCH WEST ROUTE WORKS PART D ARCHITECTURAL, CIVIL, LANDSCAPE TPSS COVER SHEET	2019/02/14
CPG_FWL3T0_L0011	FINCH WEST ROUTE WORKS PART D LANDSCAPE TPSS DRAWING INDEX	2019/02/14
CPG_FWL3T0_L0012	FINCH WEST ROUTE WORKS PART D LANDSCAPE TPSS KEY PLAN	2019/02/14
CPG_FWL3T0_L0013	FINCH WEST ROUTE WORKS PART D LANDSCAPE TPSS LEGENDS & SYMBOLS	2019/02/14
CPG_FWL3T6_L1001	FINCH WEST ROUTE WORKS PART D LANDSCAPE TPSS MATERIALS LAYOUT & PLANTING PLAN TPSS #6	2019/02/14
CPG_FWL3T7_L1001	FINCH WEST ROUTE WORKS PART D LANDSCAPE TPSS MATERIALS LAYOUT & PLANTING PLAN #7	2019/02/14
CPG_FWL3T8_L1001	FINCH WEST ROUTE WORKS PART D LANDSCAPE TPSS MATERIALS LAYOUT & PLANTING PLAN #8	2019/02/14
CPG_FWL3T0_L1211	FINCH WEST ROUTE WORKS PART D LANDSCAPE TPSS PLANTING SCHEDULE	2019/02/14
CPG_FWL3T0_L3211	FINCH WEST ROUTE WORKS PART D LANDSCAPE TPSS FENCE DETAILS	2019/02/14
CPG_FWL3T0_L3511	FINCH WEST ROUTE WORKS PART D LANDSCAPE TPSS PLANTING DETAILS	2019/02/14
CPG_FWL3T0_A0002	ROUTE WORKS-PART A,B,C – ARCHITECTURAL – TPSS INDEX SHEET	2019/04/23
CPG_FWL3T0_A0100	ROUTE WORKS-PART A,B,C – ARCHITECTURAL – TPSS ABBREVIATIONS, SYMBOLS & LEGENDS	2019/04/23
CPG_FWL3T0_A1000	ROUTE WORKS-PART A,B,C – ARCHITECTURAL – TPSS – LOCATION PLAN	2019/04/23
CPG_FWL3T0_A2000	ROUTE WORKS-PART A,B,C – ARCHITECTURAL – TPSS – TYPICAL FLOOR PLAN	2019/04/23
CPG_FWL3T0_A4000	ROUTE WORKS-PART A,B,C – ARCHITECTURAL – TPSS TYPICAL ELEVATIONS	2019/04/23
CPG_FWL3T0_C0101	ROUTE WORKS – PART A, B, C -CIVIL TPSS SHEET INDEX	2019/04/19
CPG_FWL3T0_C0102	ROUTE WORKS – PART A, B, C -CIVIL TPSS GENERAL NOTES –(SHEET 1 OF2)	2019/04/23
CPG_FWL3T0_C4011	ROUTE WORKS – PART A, B, C -CIVIL TPSS – TYPICAL DETAILS	2019/04/23
CPG_FWL3T0_G0001	ROUTE WORKS-PART A,B,C – ARCHITECTURAL, CIVIL, LANDSCAPING – TPSS COVER SHEET	2019/04/23
CPG_FWL3T0_L0001	ROUTE WORKS – PART A, B, C -CIVIL TPSS DRAWING INDEX	2019/04/19
CPG_FWL3T0_L0002	ROUTE WORKS – PART A, B, C -CIVIL TPSS KEY PLAN	2019/04/19
CPG_FWL3T0_L0003	ROUTE WORKS – PART A, B, C -CIVIL TPSS LEGENDS & SYMBOLS	2019/04/19
CPG_FWL3T0_L1201	ROUTE WORKS – PART A, B, C -CIVIL TPSS PLANTING SCHEDULE	2019/04/19
CPG_FWL3T0_L3201	ROUTE WORKS – PART A, B, C -CIVIL TPSS FENCE DETAILS	2019/04/19
CPG_FWL3T0_L3501	ROUTE WORKS – PART A, B, C -CIVIL TPSS PLANTING DETAILS	2019/04/19
CPG_FWL3T0_U0002	ROUTE WORKS – PART A, B, C -CIVIL TPSS – GENERAL NOTES – (SHEET 2 OF 2)	2019/04/23
CPG_FWL3T0_U1011	ROUTE WORKS – PART A, B, C -CIVIL TPSS – DRAINAGE DETAILS	2019/04/23
CPG_FWL3T1_A1001	ROUTE WORKS-PART A,B,C – ARCHITECTURAL – SITE PLAN TPSS #1	2019/04/23
CPG_FWL3T1_C4101	ROUTE WORKS – PART A, B, C -CIVIL TPSS – TPSS 1 – SITE & PAVING PLAN	2019/04/23
CPG_FWL3T1_C4102	ROUTE WORKS – PART A, B, C -CIVIL TPSS – TPSS 1 - GRADING & DRAINAGE PLAN	2019/04/23
CPG_FWL3T1_C4104	ROUTE WORKS – PART A, B, C -CIVIL TPSS – TPSS 1 – SWEPT PATHS	2019/04/23
CPG_FWL3T1_L1001	ROUTE WORKS – PART A, B, C -CIVIL TPSS MATERIALS LAYOUT & PLANTING PLAN TPSS #1	2019/04/19
CPG_FWL3T1_U1101	ROUTE WORKS – PART A, B, C -CIVIL TPSS – TPSS 1 – SITE SERVICING PLAN	2019/04/23

Document No.	Package NAME	Page No.
RFQ-SCC-50-03	FWLRT Traction Power Substation - TPSS	Page 29 of 38



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

CPG_FWL3T1_U1102	ROUTE WORKS – PART A, B, C -CIVIL TPSS – TPSS 1 – HYDRANT PLAN	2019/04/23
CPG_FWL3T2_A1002	ROUTE WORKS-PART A,B,C – ARCHITECTURAL – SITE PLAN TPSS #2	2019/04/23
CPG_FWL3T2_C4201	ROUTE WORKS – PART A, B, C -CIVIL TPSS – TPSS 2 – SITE & PAVING PLAN	2019/04/23
CPG_FWL3T2_C4202	ROUTE WORKS – PART A, B, C -CIVIL TPSS – TPSS 2 – GRADING & DRAINAGE PLAN	2019/04/23
CPG_FWL3T2_C4204	ROUTE WORKS – PART A, B, C -CIVIL TPSS – TPSS 2 – SWEEP PATHS	2019/04/23
CPG_FWL3T2_L1001	ROUTE WORKS – PART A, B, C -CIVIL TPSS MATERIALS LAYOUT & PLANTING PLAN TPSS #2	2019/04/19
CPG_FWL3T2_U1201	ROUTE WORKS – PART A, B, C -CIVIL TPSS – TPSS 2 – SITE SERVICING PLAN	2019/04/23
CPG_FWL3T2_U1202	ROUTE WORKS – PART A, B, C -CIVIL TPSS – TPSS 2 – HYDRANT PLAN	2019/04/23
CPG_FWL3T3_A1003	ROUTE WORKS-PART A,B,C – ARCHITECTURAL – SITE PLAN TPSS #3	2019/04/23
CPG_FWL3T3_C4301	ROUTE WORKS – PART A, B, C -CIVIL TPSS – TPSS 3 – SITE & PAVING PLAN	2019/04/23
CPG_FWL3T3_C4302	ROUTE WORKS – PART A, B, C -CIVIL TPSS – TPSS 3 – GRADING & DRAINAGE PLAN	2019/04/23
CPG_FWL3T3_C4304	ROUTE WORKS – PART A, B, C -CIVIL TPSS – TPSS 3 – SWEEP PATHS	2019/04/23
CPG_FWL3T3_C4305	ROUTE WORKS – PART A, B, C -CIVIL TPSS – TPSS 3 – RETAINING WALL – PLAN AND PROFILE	2019/04/23
CPG_FWL3T3_L1001	ROUTE WORKS – PART A, B, C -CIVIL TPSS MATERIALS LAYOUT & PLANTING PLAN TPSS #3	2019/04/19
CPG_FWL3T3_U1301	ROUTE WORKS – PART A, B, C -CIVIL TPSS – TPSS 3 – SITE SERVICING PLAN	2019/04/23
CPG_FWL3T3_U1302	ROUTE WORKS – PART A, B, C -CIVIL TPSS – HYDRANT PLAN	2019/04/23
CPG_FWL3T4_A1004	ROUTE WORKS-PART A,B,C – ARCHITECTURAL – SITE PLAN TPSS #4	2019/04/23
CPG_FWL3T4_C4401	ROUTE WORKS – PART A, B, C -CIVIL TPSS – TPSS 4 – SITE & PAVING PLAN	2019/04/23
CPG_FWL3T4_C4402	ROUTE WORKS – PART A, B, C -CIVIL TPSS – TPSS 4 – GRADING & DRAINAGE PLAN	2019/04/23
CPG_FWL3T4_C4404	ROUTE WORKS – PART A, B, C -CIVIL TPSS – TPSS 4 – SWEEP PATHS	2019/04/23
CPG_FWL3T4_L1001	ROUTE WORKS – PART A, B, C -CIVIL TPSS MATERIALS LAYOUT & PLANTING PLAN TPSS #4	2019/04/19
CPG_FWL3T4_U1401	ROUTE WORKS – PART A, B, C -CIVIL TPSS – TPSS 4 – SITE SERVICING PLAN	2019/04/23
CPG_FWL3T4_U1402	ROUTE WORKS – PART A, B, C -CIVIL TPSS – TPSS 4 – HYDRANT PLAN	2019/04/23
CPG_FWL3T5_A1005	ROUTE WORKS-PART A,B,C – ARCHITECTURAL – SITE PLAN TPSS #5	2019/04/23
CPG_FWL3T5_C4501	ROUTE WORKS – PART A, B, C -CIVIL TPSS – TPSS 5 – SITE & PAVING PLAN	2019/04/23
CPG_FWL3T5_C4502	ROUTE WORKS – PART A, B, C -CIVIL TPSS – TPSS 5 – GRADING & DRAINAGE PLAN	2019/04/23
CPG_FWL3T5_C4504	ROUTE WORKS – PART A, B, C -CIVIL TPSS – TPSS 5 – SWEEP PATHS	2019/04/23
CPG_FWL3T5_L1001	ROUTE WORKS – PART A, B, C -CIVIL TPSS MATERIALS LAYOUT & PLANTING PLAN TPSS #5	2019/04/19
CPG_FWL3T5_U1501	ROUTE WORKS – PART A, B, C -CIVIL TPSS – TPSS 5 – SITE SERVICING PLAN	2019/04/23
CPG_FWL3T5_U1502	ROUTE WORKS – PART A, B, C -CIVIL TPSS – TPSS 5 – HYDRANT PLAN	2019/04/23
CPG_FWL100_C0000	FINCH WEST MSF – CIVIL – SITE PLAN – COVER SHEET	2018/12/19
CPG_FWL100_C0001	FINCH WEST MSF – CIVIL – SITE PLAN – SHEET INDEX	2018/12/19
CPG_FWL100_C0002	FINCH WEST MSF – CIVIL – SITE PLAN – GENERAL NOTES	2018/12/19
CPG_FWL100_C1001	FINCH WEST MSF – CIVIL – SITE PLAN – HORIZONTAL CONTROL PLAN	2018/12/19
CPG_FWL100_C3001	FINCH WEST MSF – CIVIL – SITE PLAN – SHEET 1 OF 11	2018/12/19
CPG_FWL100_C3002	FINCH WEST MSF – CIVIL – SITE PLAN – SHEET 2 OF 11	2018/12/19
CPG_FWL100_C3003	FINCH WEST MSF – CIVIL – SITE PLAN – SHEET 3 OF 11	2018/12/19
CPG_FWL100_C3004	FINCH WEST MSF – CIVIL – SITE PLAN – SHEET 4 OF 11	2018/12/19
CPG_FWL100_C3005	FINCH WEST MSF – CIVIL – SITE PLAN – SHEET 5 OF 11	2018/12/19
CPG_FWL100_C3006	FINCH WEST MSF – CIVIL – SITE PLAN – SHEET 6 OF 11	2018/12/19
CPG_FWL100_C3007	FINCH WEST MSF – CIVIL – SITE PLAN – SHEET 7 OF 11	2018/12/19
CPG_FWL100_C3008	FINCH WEST MSF – CIVIL – SITE PLAN – SHEET 8 OF 11	2018/12/19
CPG_FWL100_C3009	FINCH WEST MSF – CIVIL – SITE PLAN – SHEET 9 OF 11	2018/12/19
CPG_FWL100_C3010	FINCH WEST MSF – CIVIL – SITE PLAN – SHEET 10 OF 11	2018/12/19
CPG_FWL100_C3011	FINCH WEST MSF – CIVIL – SITE PLAN – SHEET 11 OF 11	2018/12/19
CPG_FWL100_C4001	FINCH WEST MSF – CIVIL – GRADING & DRAINAGE PLAN – SHEET 1 OF 11	2018/12/19
CPG_FWL100_C4002	FINCH WEST MSF – CIVIL – GRADING & DRAINAGE PLAN – SHEET 2 OF 11	2018/12/19
CPG_FWL100_C4003	FINCH WEST MSF – CIVIL – GRADING & DRAINAGE PLAN – SHEET 3 OF 11	2018/12/19
CPG_FWL100_C4004	FINCH WEST MSF – CIVIL – GRADING & DRAINAGE PLAN – SHEET 4 OF 11	2018/12/19

Document No.	Package NAME	Page No.
RFQ-SCC-50-03	FWLRT Traction Power Substation - TPSS	Page 30 of 38



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

CPG_FWL100_C4005	FINCH WEST MSF – CIVIL – GRADING & DRAINAGE PLAN – SHEET 5 OF 11	2018/12/19
CPG_FWL100_C4006	FINCH WEST MSF – CIVIL – GRADING & DRAINAGE PLAN – SHEET 6 OF 11	2018/12/19
CPG_FWL100_C4007	FINCH WEST MSF – CIVIL – GRADING & DRAINAGE PLAN – SHEET 7 OF 11	2018/12/19
CPG_FWL100_C4008	FINCH WEST MSF – CIVIL – GRADING & DRAINAGE PLAN – SHEET 8 OF 11	2018/12/19
CPG_FWL100_C4009	FINCH WEST MSF – CIVIL – GRADING & DRAINAGE PLAN – SHEET 9 OF 11	2018/12/19
CPG_FWL100_C4010	FINCH WEST MSF – CIVIL – GRADING & DRAINAGE PLAN – SHEET 10 OF 11	2018/12/19
CPG_FWL100_C4011	FINCH WEST MSF – CIVIL – GRADING & DRAINAGE PLAN – SHEET 11 OF 11	2018/12/19
CPG_FWL100_C4101	FINCH WEST MSF – CIVIL – EXISTING CATCHMENT PLAN	2018/12/19
CPG_FWL100_C4102	FINCH WEST MSF – CIVIL – PROPOSED CATCHMENT PLAN	2018/12/19
CPG_FWL100_C4201	FINCH WEST MSF – CIVIL – GRADING PROFILES – MSF-RD-CL-1 STA. 1+000.000 TO 1+600.000	2018/12/19
CPG_FWL100_C4202	FINCH WEST MSF – CIVIL - GRADING PROFILES – MSF-RD-CL- 1 STA. 1+600.00 TO 1+865.790	2018/12/19
CPG_FWL100_C4203	FINCH WEST MSF – CIVIL - GRADING PROFILES – MSF-RD-CL-2 STA. 2+000.000 TO 2+279.933	2018/12/19
CPG_FWL100_C4204	FINCH WEST MSF – CIVIL - GRADING PROFILES – MSF-PK-CL-1 STA. 3+000.000 TO 3+059.067	2018/12/19
CPG_FWL100_C5001	FINCH WEST MSF – CIVIL – PAVING PLAN – SHEET 1 OF 9	2018/12/19
CPG_FWL100_C5002	FINCH WEST MSF – CIVIL – PAVING PLAN – SHEET 2 OF 9	2018/12/19
CPG_FWL100_C5003	FINCH WEST MSF – CIVIL – PAVING PLAN – SHEET 3 OF 9	2018/12/19
CPG_FWL100_C5004	FINCH WEST MSF – CIVIL – PAVING PLAN – SHEET 4 OF 9	2018/12/19
CPG_FWL100_C5005	FINCH WEST MSF – CIVIL – PAVING PLAN – SHEET 5 OF 9	2018/12/19
CPG_FWL100_C5006	FINCH WEST MSF – CIVIL – PAVING PLAN – SHEET 6 OF 9	2018/12/19
CPG_FWL100_C5007	FINCH WEST MSF – CIVIL – PAVING PLAN – SHEET 7 OF 9	2018/12/19
CPG_FWL100_C5008	FINCH WEST MSF – CIVIL – PAVING PLAN – SHEET 8 OF 9	2018/12/19
CPG_FWL100_C5009	FINCH WEST MSF – CIVIL – PAVING PLAN – SHEET 9 OF 9	2018/12/19
CPG_FWL100_C6001	FINCH WEST MSF – CIVIL – GRADING SECTIONS – SHEET 1 OF 3	2018/12/19
CPG_FWL100_C6002	FINCH WEST MSF – CIVIL – GRADING SECTIONS – SHEET 2 OF 3	2018/12/19
CPG_FWL100_C6003	FINCH WEST MSF – CIVIL – GRADING SECTIONS – SHEET 3 OF 3	2018/12/19
CPG_FWL100_C7001	FINCH WEST MSF – CIVIL – RETAINING WALL GENERAL ARRANGEMENT	2018/12/19
CPG_FWL100_U1001	FINCH WEST MSF – CIVIL – SITE SERVICING PLAN – SHEET 1 OF 11	2018/12/19
CPG_FWL100_U1002	FINCH WEST MSF – CIVIL – SITE SERVICING PLAN – SHEET 2 OF 11	2018/12/19
CPG_FWL100_U1003	FINCH WEST MSF – CIVIL – SITE SERVICING PLAN – SHEET 3 OF 11	2018/12/19
CPG_FWL100_U1004	FINCH WEST MSF – CIVIL – SITE SERVICING PLAN – SHEET 4 OF 11	2018/12/19
CPG_FWL100_U1005	FINCH WEST MSF – CIVIL – SITE SERVICING PLAN – SHEET 5 OF 11	2018/12/19
CPG_FWL100_U1006	FINCH WEST MSF – CIVIL – SITE SERVICING PLAN – SHEET 6 OF 11	2018/12/19
CPG_FWL100_U1007	FINCH WEST MSF – CIVIL – SITE SERVICING PLAN – SHEET 7 OF 11	2018/12/19
CPG_FWL100_U1008	FINCH WEST MSF – CIVIL – SITE SERVICING PLAN – SHEET 8 OF 11	2018/12/19
CPG_FWL100_U1009	FINCH WEST MSF – CIVIL – SITE SERVICING PLAN – SHEET 9 OF 11	2018/12/19
CPG_FWL100_U1010	FINCH WEST MSF – CIVIL – SITE SERVICING PLAN – SHEET 10 OF 11	2018/12/19
CPG_FWL100_U1011	FINCH WEST MSF – CIVIL – SITE SERVICING PLAN – SHEET 11 OF 11	2018/12/19
CPG_FWL100_U1012	FINCH WEST MSF – CIVIL – DRAINAGE SECTIONS AND DETAILS – SHEET 1 OF 2	2018/12/19
CPG_FWL100_U1013	FINCH WEST MSF – CIVIL – DRAINAGE SECTIONS AND DETAILS – SHEET 2 OF 2	2018/12/19
CPG_FWL100_U1101	FINCH WEST MSF – CIVIL – PROPOSED STRUCTURE TABLE	2018/12/19
CPG_FWL100_G0001	FINCH WEST MSF ELECTRICAL AND MECHANICAL – GENERAL – TITLE SHEET	2019/04/30
CPG_FWL100_E0001	FINCH WEST MSF ELECTRICAL – GENERAL – DRAWING LIST	2019/04/30
CPG_FWL100_E0010	FINCH WEST MSF ELECTRICAL – GENERAL LEGEND AND SYMBOLS SHEET 1	2019/04/30
CPG_FWL100_E0011	FINCH WEST MSF ELECTRICAL – GENERAL LEGEND AND SYMBOLS – SHEET 2	2019/04/30
CPG_FWL100_E0012	FINCH WEST MSF ELECTRICAL – GENERAL – ABBREVIATIONS	2019/04/30
CPG_FWL100_E0200	FINCH WEST MSF ELECTRICAL – GENERAL – SITE KEY PLAN	2019/04/30

Document No.	Package NAME	Page No.
RFQ-SCC-50-03	FWLRT Traction Power Substation - TPSS	Page 31 of 38



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

CPG_FWL100_E0201	FINCH WEST MSF ELECTRICAL – GENERAL – GROUND FLOOR KEY PLAN	2019/04/30
CPG_FWL100_E0202	FINCH WEST MSF ELECTRICAL – GENERAL – SECOND FLOOR KEY PLAN	2019/04/30
CPG_FWL100_E0203	FINCH WEST MSF ELECTRICAL – GENERAL – ROOF KEY PLAN	2019/04/30
CPG_FWL100_E1000	FINCH WEST MSF ELECTRICAL – POWER - SINGLE LINE DIAGRAM SHEET 1	2019/04/30
CPG_FWL100_E1001	FINCH WEST MSF ELECTRICAL – POWER – SINGLE LINE DIAGRAM – SHEET 2	2019/04/30
CPG_FWL100_E1002	FINCH WEST MSF ELECTRICAL – POWER – SINGLE LINE DIAGRAM – SHEET 3	2019/04/30
CPG_FWL100_E1003	FINCH WEST MSF ELECTRICAL – POWER – SINGLE LINE DIAGRAM – SHEET 4	2019/04/30
CPG_FWL100_E1004	FINCH WEST MSF ELECTRICAL – POWER – SINGLE LINE DIAGRAM – SHEET 5	2019/04/30
CPG_FWL100_E1101	FINCH WEST MSF ELECTRICAL – POWER – SITE PLAN AREA A	2019/04/30
CPG_FWL100_E1102	FINCH WEST MSF ELECTRICAL – POWER – SITE PLAN AREA B	2019/04/30
CPG_FWL100_E1103	FINCH WEST MSF ELECTRICAL – POWER – SITE PLAN AREA C	2019/04/30
CPG_FWL100_E1104	FINCH WEST MSF ELECTRICAL – POWER – SITE PLAN AREA D	2019/04/30
CPG_FWL100_E1200	FINCH WEST MSF ELECTRICAL – POWER – PART PLAN SHEET 1	2019/04/30
CPG_FWL100_E1201	FINCH WEST MSF ELECTRICAL – POWER – PART PLAN SHEET 2	2019/04/30
CPG_FWL100_E1202	FINCH WEST MSF ELECTRICAL – POWER – PART PLAN SHEET 3	2019/04/30
CPG_FWL100_E1203	FINCH WEST MSF ELECTRICAL – POWER – PART PLAN SHEET 4	2019/04/30
CPG_FWL100_E1204	FINCH WEST MSF ELECTRICAL – POWER – PART PLAN SHEET 5	2019/04/30
CPG_FWL100_E1205	FINCH WEST MSF ELECTRICAL – POWER – SECTION SHEET 1	2019/04/30
CPG_FWL100_E1206	FINCH WEST MSF ELECTRICAL – POWER – SECTION SHEET 2	2019/04/30
CPG_FWL100_E1207	FINCH WEST MSF ELECTRICAL – POWER – SECTION SHEET 3	2019/04/30
CPG_FWL100_E3000	FINCH WEST MSF ELECTRICAL – GROUNDING RISER - SCHEMATIC	2019/04/30
CPG_FWL100_E3101	FINCH WEST MSF ELECTRICAL – GROUNDING – PLAN AREA A	2019/04/30
CPG_FWL100_E3102	FINCH WEST MSF ELECTRICAL – GROUNDING – PLAN AREA B	2019/04/30
CPG_FWL100_E3103	FINCH WEST MSF ELECTRICAL – GROUNDING – PLAN AREA C	2019/04/30
CPG_FWL100_E3104	FINCH WEST MSF ELECTRICAL – GROUNDING – PLAN AREA D	2019/04/30
CPG_FWL100_E3401	FINCH WEST MSF ELECTRICAL – LIGTHNING PROTECTION – PLANS AREA A	2019/04/30
CPG_FWL100_E3401	FINCH WEST MSF ELECTRICAL – LIGTHNING PROTECTION – PLANS AREA B	2019/04/30
CPG_FWL100_E3403	FINCH WEST MSF ELECTRICAL – LIGTHNING PROTECTION – PLANS AREA C	2019/04/30
CPG_FWL100_E3404	FINCH WEST MSF ELECTRICAL – LIGTHNING PROTECTION – PLANS AREA D	2019/04/30
CPG_FWL100_E9200	FINCH WEST MSF ELECTRICAL – DUCTBANK – DETAILS SHEET 1	2019/04/30
CPG_FWL100_E9201	FINCH WEST MSF ELECTRICAL – DUCTBANK – DETAILS SHEET 2	2019/04/30
CPG_FWL100_E9202	FINCH WEST MSF ELECTRICAL – DUCTBANK – DETAILS SHEET 3	2019/04/30
CPG_FWL100_E9203	FINCH WEST MSF ELECTRICAL – DUCTBANK – DETAILS SHEET 4	2019/04/30
CPG_FWL100_E9204	FINCH WEST MSF ELECTRICAL – DUCTBANK – DETAILS SHEET 5	2019/04/30
CPG_FWL100_E9205	FINCH WEST MSF ELECTRICAL – ELECTRICAL – DETAILS SHEET 1	2019/04/30
CPG_FWL100_E9206	FINCH WEST MSF ELECTRICAL – ELECTRICAL – DETAILS SHEET 2	2019/04/30
CPG_FWL100_E9207	FINCH WEST MSF ELECTRICAL – ELECTRICAL – DETAILS SHEET 3	2019/04/30
CPG_FWL100_E9208	FINCH WEST MSF ELECTRICAL – ELECTRICAL – DETAILS SHEET 4	2019/04/30
CPG_FWL100_E9209	FINCH WEST MSF ELECTRICAL – ELECTRICAL – DETAILS SHEET 5	2019/04/30
CPG_FWL100_E9210	FINCH WEST MSF ELECTRICAL – ELECTRICAL – DETAILS SHEET 6	2019/04/30
CPG_FWL100_E9211	FINCH WEST MSF ELECTRICAL – ELECTRICAL – DETAILS SHEET 7	2019/04/30
CPG_FWL100_E9212	FINCH WEST MSF ELECTRICAL – ELECTRICAL – DETAILS SHEET 8	2019/04/30
CPG_FWL100_E9213	FINCH WEST MSF ELECTRICAL – ELECTRICAL – DETAILS SHEET 9	2019/04/30
CPG_FWL100_E9214	FINCH WEST MSF ELECTRICAL – ELECTRICAL – DETAILS SHEET 10	2019/04/30
CPG_FWL100_E9215	FINCH WEST MSF ELECTRICAL – ELECTRICAL – DETAILS SHEET 11	2019/04/30
CPG_FWL100_E9216	FINCH WEST MSF ELECTRICAL – ELECTRICAL – DETAILS SHEET 12	2019/04/30
CPG_FWL100_E9217	FINCH WEST MSF ELECTRICAL – ELECTRICAL – DETAILS SHEET 13	2019/04/30
CPG_FWL100_E9218	FINCH WEST MSF ELECTRICAL – ELECTRICAL – DETAILS SHEET 14	2019/04/30
CPG_FWL100_E9219	FINCH WEST MSF ELECTRICAL – ELECTRICAL – DETAILS SHEET 15	2019/04/30
CPG_FWL408_G0000	HUMBER COLLEDGE NEW INFRASTRUCTURE – ARCHITECTUAL, CIVIL, ELECTRICAL,	2019/05/15

Document No.	Package NAME	Page No.
RFQ-SCC-50-03	FWLRT Traction Power Substation - TPSS	Page 32 of 38



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

	LANDSCAPE & STRUCTURAL – COVER SHEET	
CPG_FWL408_E0002	HUMBER COLLEDGE NEW INFRA. ELECTRICAL GENERAL DRAWING LIST	2019/05/15
CPG_FWL408_E0010	HUMBER COLLEDGE NEW INFRA. ELECTRICAL GENERAL LEGEND AND SYMBOLS	2019/05/15
CPG_FWL408_E0011	HUMBER COLLEDGE NEW INFRA. ELECTRICAL GENERAL LEGEND AND SYMBOLS SHEET 2	2019/05/15
CPG_FWL408_E0012	HUMBER COLLEDGE NEW INFRA. ELECTRICAL GENERAL ABBREVIATIONS	2019/05/15
CPG_FWL408_E1001	HUMBER COLLEDGE NEW INFRA. ELECTRICAL POWER SINGLE LINE DIAGRAM	2019/05/15
CPG_FWL408_E1201	HUMBER COLLEDGE NEW INFRA. ELECTRICAL POWER EMLARGED POWER PLANS	2019/05/15
CPG_FWL408_E2101	HUMBER COLLEDGE NEW INFRA. ELECTRICAL SITE PLAN AREA A	2019/05/15
CPG_FWL408_E2102	HUMBER COLLEDGE NEW INFRA. ELECTRICAL SITE PLAN AREA B	2019/05/15
CPG_FWL408_E2103	HUMBER COLLEDGE NEW INFRA. ELECTRICAL SITE PLAN AREA C	2019/05/15
CPG_FWL408_E2104	HUMBER COLLEDGE NEW INFRA. ELECTRICAL SITE PLAN AREA D	2019/05/15
CPG_FWL408_E3300	HUMBER COLLEDGE NEW INFRA. ELECTRICAL GENERAL DUCTBANK DETAILS	2019/05/15
CPG_FWL408_E9100	HUMBER COLLEDGE NEW INFRA. ELECTRICAL LIGHTING LUMINAIRE SCHEDULE	2019/05/15
CPG_FWL408_E2111	HUMBER COLLEDGE NEW INFRA. ELECTRICAL ALBION CENTRE ELECTRICAL LIGHTING SITE PLAN	2019/05/15

2.2 Technical Specifications

Reference
Arup1-ARC-LST-00017_Works Checklist
Arup1-ARC-RPT-00003_ARU-3T0-RPT-A-ZZ-0001
Arup1-CIV-LST-00020_Works Checklist
Arup1-CIV-RPT-00005_ARU-3T0-RPT-C-UT-0001
Arup1-CIV-RPT-00006_ARU-3T0-RPT-C-ZZ-0001
Arup1-CIV-RPT-00009_ARU-3T0-RPT-C-UT-0002
Arup1-CIV-RPT-00010_ARU-3T0-RPT-C-ZZ-0002
Arup1-ELE-RPT-00004_ARU-3T0-RPT-B-EL-0001
Arup1-ENG-LST-000062_Document List
Arup1-ENG-LST-00061-Transmittal
Arup1-ENG-LST-00063_WorksChecklist
Arup1-ENG-LST-00064_Transmittal
Arup1-ENG-LST-00065_Document List
Arup1-ENG-MTX-00001_Traceability
Arup1-ENG-MTX-00004_Traceability
Arup1-ENG-MTX-00005_Traceability
Arup1-ENG-MTX-00009_Traceability
Arup1-ENV-RPT-00010_ARU-280-RPT-E-NA-0001
Arup1-ENV-RPT—00018_ARU-220-RPT-E-NA-0001
Arup1-ENV-RPT-00019_ARU-240-RPT-E-NA-0001
Arup1-ENV-RPT-00023_ARU-260-RPT-E-NA-0001
Arup1-LND-LST-00030_Works Checklist
Arup1-LND-RPT-00003_ARU-105-RPT-A-LA-0001
Arup1-LND-RPT-00007_ARU-3T0-RPT-A-LA-0001
Arup1-RTR-MTX-00001_Traceability
Arup1-RTR-MTX-00002_Traceability

Document No.	Package NAME	Page No.
RFQ-SCC-50-03	FWLRT Traction Power Substation - TPSS	Page 33 of 38



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

Arup1-RTR-MTX-00003_Traceability
 Arup1-RTR-RPT-00001_ARU-100-RPT-R-SY-0001
 Arup1-RTR-RPT-00002_ARU-100-RPT-R-SY-0002
 Arup1-RTR-RPT-00003_ARU-280-RPT-R-SY-0001
 Arup1-RTR-RPT-00004_ARU-280-RPT-R-SY-0002
 Arup1-RTR-RPT-00007_ARU-240-RPT-R-SY-001
 Arup1-RTR-RPT-00008_ARU-240-R-SY-002
 Arup1-RTR-RPT-00009_ARU-220-RPT-R-SY-001
 Arup1-RTR-RPT-00010_ARU-220-RPT-R-SY-002
 Arup1-RTR-RPT-00012_ARU-260-RTR-R-SY-001
 Arup1-STR-RPT-00007_ARU-3T0-RPT-B-ST-0001
 Arup1-TRK-FRM-00001_TTC Declaration
 Arup1-TRK-LST-00008_TTC Checklist
 Arup1-TRK-LST-00009_Works Checklist
 Arup1-TRK-LST-00013_Transmittal
 Arup1-TRK-LST-00014_Document List
 Arup1-TRK-LST-00016_Works Checklist
 Arup1-TRK-LST-00017_Drawing File List
 Arup1-TRK-LST-00017_Drawing File List
 Arup1-TRK-LST-00020_Works Checklist
 Arup1-TRK-LST-00024_Document List
 Arup1-TRK-LST-00026_Document List
 Arup1-TRK-MTX-00001_Traceability
 Arup1-TRK-MTX-00002_Traceability
 Arup1-TRK-MTX-00003_Traceability
 Arup1-TRK-MTX-00004_Traceability
 Arup1-TRK-REF-00013_CAD Files
 Arup1-TRK-REF-00017_Complied Set
 Arup1-TRK-RPT-00002_ARU-280-RPT-R-TK-0001
 Arup1-TRK-RPT-00006_ARU-220-RPT-R-TK-0001
 Arup1-TRK-RPT-00007_ARU-240-RPT-T-TK-0001
 Arup1-TRK-RPT-00008_ARU-260-RPT-R-TK-0001
 MTC-ENG-CRM-00008revB
 MTC-ENG-CRM-00009RB
 MTC-ENG-CRR-00006
 MTC-ENG-CRR-00007
 MTC-ENG-CRR-00014_CRR-TS103-GEN-24-002-001-A
 MTC-ENG-CRR-00017
 MTC-ENG-CRR-00018
 MTC-ENG-CRR-00025
 MTC-ENG-CRR-00032_MX
 MTC-ENG-CRR-00033_CoT
 MTC-TRK-CRM-00003-MX
 MTC-TRK-CRM-00005

Document No.	Package NAME	Page No.
RFQ-SCC-50-03	FWLRT Traction Power Substation - TPSS	Page 34 of 38



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

MTC-TRK-CRM-00006
MTC-TRK-CRM-00008
MTC-TRK-CRM-00009_R00B
MTC-TRK-CRR-00001-MTO
MTC-TRK-CRR-00002-CoT
MTC-TRK-CRR-00003-TTC
MTC-TRK-CRR-00004_MX
MTC-TRK-CRR-00005_MX
MTC-TRK-CRR-00007-MX
MTC-TRK-CRR-00008_TTC
MTC-TRK-CRR-00009_TTC
MTC-TRK-CRR-00010_TTC

2.3 Vendor Deliverables

Note: The term Vendor shall be synonymous with Contractor, Supplier or similar terms identified in the Contract.

Legend:

AC	As Completed	AWR	As and When Requested	PTS	Prior to Shipment
ARO	After Receipt of Order	E	Electronic Copy (CD-ROM)	WS	With Shipment
AS	After Shipment	H	Hard Copy	PSF	Prior to Start of Fabrication/ Construction

REQ. Rev.	Code No.	Document Description	Number of Copies						
			With Tender	For Review			Final/As-Built		
				E	H	Wks	E	H	Wks
	G	GENERAL							
	G.1	SCHEDULE OF VENDOR DOCUMENT SUBMITTALS	X	X					
	G.2	GENERAL ARRANGEMENT DRAWING	X	X					
	G.3	GENERAL SHOP, INSTALLATION DRAWING		X		6 PTS			
	G.4	COMMISSIONING INSTRUCTIONS / PROCEDURES							
	G.5	INSTALLATION, OPERATION AND MAINTENANCE MANUALS		X		8 PTS			
	G.6	INSTRUCTIONS FOR STORAGE / WAREHOUSING		X		10 PTS			
	G.7	INSTRUCTIONS FOR STORAGE / WAREHOUSING							
	G.9	SPARE PARTS MANUALS WITH LIST OF 2 YEARS OPERATING SPARE PARTS (EN-050)							
	G.10	LIST OF CONSUMABLES, CHEMICALS, SPARES FOR START-UP / COMMISSIONING							

Document No.	Package NAME	Page No.
RFQ-SCC-50-03	FWLRT Traction Power Substation - TPSS	Page 35 of 38



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

REQ. Rev.	Code No.	Document Description	Number of Copies						
			With Tender	For Review			Final/As-Built		
				E	H	Wks	E	H	Wks
	G.11	LIST OF CONSUMABLES & CHEMICALS FOR ONE YEAR							
	G.12	ENVIRONMENTAL, EFFLUENT AND EMISSION DATA LIST							
	G.17	LIST OF AVAILABLE ERECTION EQUIPMENT.							
	G.19	PRODUCTION SCHEDULE & REGULAR UPDATES				4 ARO			
	G.20	PERMITS - LIST & STATUS							
	G.21	PERMITS - COPY							
	G.22	LIST OF SPECIAL TOOLS FOR INSTALLATION / MAINTENANCE		X	4 ARO				
	G.23	SYSTEM ENGINEERING- MANAGEMENT PLANS		X		AWR	X		AWR
	G.24	INTERFACE CONTROL DOCUMENTS		X		AWR	X		AWR
	Q	QUALITY ASSURANCE/QUALITY CONTROL							
	Q.1	QUALITY MANUAL	X		X				
	Q.2	PROJECT QUALITY PLAN							
	Q.3	QUALITY SYSTEM REGISTRATION CERTIFICATE	X		X				
	Q.4	INSPECTION & TEST PLANS AND PROCEDURES (SHOP AND FIELD)		X		4 ARO			
	Q.5	QUALITY RECORDS						1	AC
	Q.7	QC DOSSIER / CODE DATA BOOKS- MASTER RECORD BOOK						1	AC
	Q.8	WELDING PROCEDURE SPECIFICATIONS							
	Q.9	WELDING PROCEDURE QUALIFICATION RECORDS							
	Q.10	WELDER QUALIFICATION RECORDS							
	Q.12	WELD MAP							
	Q.13	NDE PROCEDURES							
	Q.14	NDE REPORTS		X				X	AC
	Q.15	NDE OPERATOR QUALIFICATIONS		X		4 ARO			
	Q.16	TEST REPORTS (all types)				4 ARO			
	Q.17	PRESSURE TEST CERTIFICATES							
	Q.18	MATERIAL CERTIFICATES		X			X		AC
	Q.19	INSPECTION REPORTS (ON SUB-VENDORS)					X		AC

Document No.	Package NAME	Page No.
RFQ-SCC-50-03	FWLRT Traction Power Substation - TPSS	Page 36 of 38



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

REQ. Rev.	Code No.	Document Description	Number of Copies						
			With Tender	For Review			Final/As-Built		
				E	H	Wks	E	H	Wks
	Q.22	PAINTING / GALVANISING INSPECTION REPORTS							
	Q.23	CONSTRUCTION / INSTALLATION QUALITY CONTROL PLANS							
	Q.24	EQUIPMENT CALIBRATION CERTIFICATES							
	Q.26	CERTIFICATES OF CONFORMITY					1		AC
	Q.27	NON-CONFORMITY REPORTS (internal & sub-vendor)					1		AC
	Q.29	SHIPPING RELEASES							

2.4 Project Documents

Document No.	Rev	Description/Title
Policies		
General		
CAN_DMS 101937997/35		Finch Project Agreement
CAN_DMS 101938020/35		Finch Project Agreement - Schedule 1 - Definitions and Interpretation
-		Finch Project Agreement - Schedule 15-1 - Technical Terms and Reference Documents
CAN_DMS 108967791/6		Finch Project Agreement - Schedule 15-2 - Output Specifications
-		Finch Project Agreement - Schedule 15-3 - Maintenance and Rehabilitation Requirements
-		Finch Project Agreement - Schedule 15-4 - Design and Construction Requirements- Systems
MT DOCS 15494465	V19	Construction Contract Part 1 – Execution Version
MT DOCS 15620496	V17	Construction Contract Part 2 – Execution Version
MT DOCS 15517837	V15	Interface Agreement- Appendix 2 – Responsibility Matrix and Attachments
MT DOCS 15517837	V15	Interface Agreement – Appendix 3 - Project Specific Issues
Code of Ethics		
	Rev.00	Code of Ethics and Business Conduct
Health & Safety Policy		
	Revised/Reviewed Jan 3,2019	2019 Environmental Health and Safety Construction Manual –
Quality Policy		
TC-000-QUA-MAN-00001	Rev.05	Quality Manual
MTC-000-QUA-PLN-00007	Rev.04	Construction Quality Management Plan (CQM)
MTC-000-QUA-PLN-00004	Rev.03	Design Quality Management Plan (DQMP)
MTC-QUA-PLN-00001	Rev.00D	Environmental Quality Management Plan (EQMP)
MTC-000-QUA-PLN-00002	Rev.04	Project Schedules Quality Management Plan (PSQMP)

Document No.	Package NAME	Page No.
RFQ-SCC-50-03	FWLRT Traction Power Substation - TPSS	Page 37 of 38



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

MTC-000-QUA-PLN-00005	Rev.03	Traffic Quality Management Plan (TQMP)
MTC-000-QUA-PLN-00009	Rev.00V	Maintenance and Rehabilitation Quality Management Plan (MRQMP)
Commissioning		<i>To be updated</i>
Environmental Policy		<i>To be updated</i>
Document Control Policy		<i>To be updated</i>
Facilities Operation Plan		<i>To be updated</i>
Technical Specifications & Reports		
		Included under 2.2 – Technical Specifications
Drawings		
		Included under 2.1 - Drawings

END OF SCOPE OF WORK

Document No.	Package NAME	Page No.
RFQ-SCC-50-03	FWLRT Traction Power Substation - TPSS	Page 38 of 38

SCOPE OF WORK
SCC-50.04

For

Overhead Catenary System - OCS
FINCH LRT PROJECT
Agreement Version 00

Prepared by:		Elisa Atienzar, Procurement Engineer	
Reviewed by:	Le Banh Procurement Advisor		
	Stephen Agla Health, Safety, & Security Manager		
Reviewed by:	Derek Shields Quality Control Manager		
	Sean Cockell Systems Construction Manager		
Reviewed by:	Yener AYDIN Construction Director		
	Name, Title	Signature/Date	
SCC-50.04	FWLRT Overhead Catenary Systems - OCS		Rev: 01



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

SCOPE OF WORK

Overhead Catenary System (OCS)

Contents

1. GENERAL	3
1.1 Introduction	3
1.2 Scope of work.....	3
1.2.1 Design, Support, Testing, Commissioning and Close Out Activities	3
1.2.2 Supply & Installation Activities	6
1.3 Equipment and Materials.....	9
1.4 Site Management.....	11
1.5 Construction Planning	12
1.5.1 Work Method Statement	12
1.5.1.1 Pole installation	12
1.5.1.2 Contact and Messenger Wire	13
1.5.1.3 Cantilever and Hardware	13
1.5.2 Installation Plan.....	13
1.5 Work Excluded.....	14
1.6 Health and Safety	14
1.7 Quality	15
1.7.1 Proponents shall provide durability tests and quality test reports upon award.....	15
1.7.2 Non-Conformances	16
1.7.3 Certifications	17
1.7.4 Request for Information (RFI's).....	17
1.7.5 Shop-drawings.....	17
1.7.6 Program of hold points proposed	17
1.8 Environmental	18
1.9 Survey Layout	18
1.9.1 Basic Requirements for Layout Survey for Construction	18
1.9.2 Layout by subcontractor.....	19
1.9.3 Deliverables.....	20
1.10 Schedule Reporting Requirements	20
1.10.1 Proposal Requirements.....	20
1.10.1.1 Master Schedule	20
1.10.2 Contract Requirements.....	21
1.10.2.1 Work Breakdown Structure (WBS)	21

Document No.	Package NAME	Page No.
RFQ-SCC-50-04	Overhead Catenary System (OCS)	Page 1 of 36



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

1.10.2.2 Work Schedule 21

1.10.2.3 Manpower Histograms 21

1.10.2.4 Progress Control..... 21

1.10.2.5 Progress Works Schedule..... 22

1.10.2.6 Progress Report 22

2. REFERENCE DOCUMENTS 24

2.1 Drawings 24

2.2 Technical Specifications..... 32

2.3 Vendor Deliverables..... 34

Document No.	Package NAME	Page No.
RFQ-SCC-50-04	Overhead Catenary System (OCS)	Page 2 of 36



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

1. GENERAL

1.1 Introduction

FWLRT will be a new 11 km light rail transit line in northwest Toronto, between Humber College and the Finch West TTC subway station. It is primarily center-running at-grade with 18 stops, including one below-grade stop at Humber College as well as an underground interchange station at Finch West station. There will be 900 m of open cut exclusive guideway ending at Humber College and 330 m of cut and cover near Finch West Station. The project also includes a new Maintenance and Storage Facility (MSF) for the light rail vehicles.

The Overhead Catenary System (OCS) is part of the traction power distribution system that directly relates to the distribution of 750Vdc of traction power between the Traction Power Substations (TPSS) and Light Rail Vehicles (LRVs) operating on the mainline tracks, and within the Maintenance and Service Facility through the pantograph interface. Feeder cables will carry the DC traction power from the TPSS to the OCS, which subsequently distributes power to the train. The negative return is through the rails, which will then be connected via DC cables, back to the TPSS. The OCS includes all equipment pertaining to the positive circuit from the positive DC feeders up to the pantograph interface, along with the negative return back to the TPSS.

1.2 Scope of work

1.2.1 Design, Support, Testing, Commissioning and Close Out Activities

The subcontractor acknowledges that this is a fast-tracked design-build project. The drawings, calculations and Technical/Performance Specifications are at preliminary stage, as such, and design changes may occur for which the subcontractor shall not be entitled to additional compensation. The subcontractor acknowledges that there may be missing information on the drawings, calculations and Technical/Performance Specifications, and has allowed for all cost and time to design, supply, install, test and commission, a “turn-key” OCS system, compliant with the drawings, technical specifications, Project Agreement, Interface Agreement and other information provided herein including the documents listed in Reference Documents Section 2. In addition, the subcontractor acknowledges that it has made allowances for the coordination with other disciplines, trades and subcontractors to successfully complete the Scope of Work.

- The Subcontractor acknowledges that all drawings provided to Construction Contractor will be produced using Microstation.
- Design Excellence (DX) was discussed and noted as a requirement. It was noted that all final design assistance and procurement/installation of the required materials to apply to the TPSS/OCS to meet Dx will be by CYMI. All coordination and subcontracts will be managed by CYMI.

Table 1: Design, Support, Testing, Commissioning & Close out Activities Scope of Work Table

Item	Description	Subcontractor's Scope
1.	Review and confirm current OCS design (preliminary Drawings and Technical/Performance Specifications) and provide feedback, missing information, and details to Construction Contractor Designer.	YES
2.	Perform, provide and submit detailed OCS design, including P. Eng stamped (in the Province of Ontario) Drawings and installation Drawings.	YES
3.	Provide and submit all OCS Submittals in accordance with Schedule 10. Part of Schedule 10 is highlighted below. These Schedule 10 OCS submittals shall be resubmitted until acceptable, and submitted at the System Preliminary Design, System Intermediate Design, and	YES
Document No.	Package NAME	Page No.
RFQ-SCC-50-04	Overhead Catenary System (OCS)	Page 3 of 36



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

	Systems Final Design phases: OCS Submittals shall include: i. OCS overlap chart and tension lengths ii. OCS sectionalizing, manual or remote-control type iii. Conductor particulars, typical tension and sags iv. typical loading tables; wind, ice and radial loads and calculations; v. hanger lengths: standard spans, overlap and termination spans; vi. along track movement, stagger change and effect, auto tension catenary; vii. Revenue Vehicles pantograph clearance; viii. OCS profiles and calculations for clearances underneath overhead bridges and Structures; ix. typical OCS arrangements, overlap, crossover, etc.; x. typical OCS detail drawings; xi. feeder and jumper details; xii. typical OCS pull off and push off cantilevers with calculations; xiii. head span assemblies with calculations; xiv. down guy and head guy assemblies; xv. midpoint anchor assemblies; xvi. balance weight assembly with calculations; xvii. fixed termination assemblies; - xviii. OCS mounting details and calculation in the Tunnels; xix. section insulator hardware and type; xx. wire splice and contact bridge assemblies; xxi. catenary hangers and suspension assemblies; xxii. contact wire and messenger knuckles; - xxiii. lightning arrestors and connection details; xxiv. switch heater connection details; xxv. OCS feeder assemblies; xxvi. by pass disconnect switch assembly and type; - xxvii. OCS foundation and pole design calculations; - xxviii. OCS layout plans and schedules; xxix. OCS yard wiring plans and schedules; xxx. OCS door bridge details and type; xxxi. rail isolation joints plan in the Finch West MSF Facilities; - xxxii. design reports; - xxxiii. OCS specifications; - xxxiv. OCS acceptance measurements procedures; xxxv. electrical equipment and material testing procedures; - xxxvi. OCS integration testing procedures; and - xxxvii. Standard Operating Procedures.	
4.	Provide and submit equipment, hardware and device drawings and data sheets of components	YES
5.	Review and confirm the preliminary calculations called Calculation Note: Linewide – Systems – OCS	YES
6.	Perform, provide and submit detailed calculations (similar to Calculation Note: Linewide – Systems – OCS). Support Construction Contractor Designer where required.	YES
7.	Review and confirm the preliminary Load Flow Study.	YES
8.	Perform, provide and submit a detailed load flow study. Support Construction Contractor Designer where required.	YES
9.	Perform, provide and submit all pole, pole-base plate, guy and anchor bolt design	YES
Document No.	Package NAME	Page No.
RFQ-SCC-50-04	Overhead Catenary System (OCS)	Page 4 of 36



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

10.	Provide information and support, as related to the OCS System, to help develop and complete the following documents: ▪ System Engineering Management Plan (SEMP) ▪ System Integration Management Plan (SIMP) ▪ System Assurance Plan (SAP) ▪ Requirements Management Plan (RMP) ▪ Design Management Plan(DMP) ▪ Configuration Management Plan (CMP) ▪ Quality assurance plan ▪ Documentation plan ▪ Software management plan ▪ Grounding and Bonding Plan ▪ Corrosion Control Plan ▪ Safety Management Plan and Report ▪ Security Management Plan and Report ▪ Technical safety report and hazards analysis ▪ Threat and vulnerability analysis ▪ Hazard log ▪ Security log ▪ RAMs report ▪ Technical security report ▪ Safety critical item list ▪ Reliability critical item list ▪ System hazard analysis ▪ Interface hazard analysis ▪ RAM Demo Plan ▪ Mitigation traceability matrix ▪ Safety Certification Plan ▪ Risk Assessment Report ▪ Hazard resolution certificate of conformance ▪ Security resolution certificate of conformance ▪ Interface Control Documents (ICD) - Systems to Station, Systems to Stops, Systems to Guideway, between subsystems and systems, System to Revenue Vehicle.	YES
11.	Review and confirm preliminary conduit, duct bank, pull-box, and cable chamber design, for OCS system (all conduits, specifically, but not limited to, DC positive feeders, track bonding and DC return feeders, grounding, lightening-Surge protection, power and control for switches).	YES
12.	Perform, provide and submit design of OCS DC power, track bonding and DC negative return, OCS grounding, bonding, and lightning & surge protection.	YES
13.	Information requested in VDRL table	YES
14.	Provide and submit recommended spare parts for two years of operation and in addition , parts specified in Interface Agreement	YES
15.	Review, estimate and assess OCS specific information for construction variations from Contracting Authority	YES
16.	Prepare, provide and submit proposed labelling & tagging plan for all OCS equipment, including, but not limited to, poles, wires, sections, cables, assets, switches, etc.	YES
17.	Prepare, provide and submit and execute an OCS specific (see Schedule 14) ▪ Commissioning Plan	YES

Document No.	Package NAME	Page No.
RFQ-SCC-50-04	Overhead Catenary System (OCS)	Page 5 of 36



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

	- Commissioning Test Plan and Procedures – Systems (including FAT, PICO, SAT and SIT procedures). - Commissioning Schedule - Commissioning Manuals, Operation Manuals, Maintenance Manuals In addition, provide final adjustments and measurement.	
18.	Prepare, Provide and submit and a training plan and all training material. Execute training both in classroom and on-site at the equipment. Allow for training during at least two periods, a) Readiness for Delivery and Readiness for Testing and Commissioning of May 2021, and Project Substantial Completion. Training schedule to be approved by Construction contractor.	YES
19.	Prepare and provide as built drawings, with dimensions. Submit monthly.	YES

1.2.2 Supply & Installation Activities

The subcontractor acknowledges that this is a fast-tracked design-build project, and as already stated, drawings and specifications are in a preliminary stage. Generally, there is no room for laydown, storage or warehousing available. The subcontractor shall obtain and provide, at its own expense, property for warehousing, storing, and pre-assembling the OCS components. The subcontractor shall provide and pay for, its office and trailer for its people. Table 2 below details the major components of the OCS system, and explains the division of responsibility. This list is not intended to be exhaustive nor all-inclusive. The subcontractor shall be responsible for the design, supply, install, testing and commissioning of a “turn-key” OCS system (with noted exclusions below), compliant with the Project Agreement and Interface Agreement.

In addition, a few clarifications:

1. The Subcontractor is responsible to provide the supply of all labour, supervision, materials, equipment, transportation, offloading, handling, shop drawings, submittals, samples (mock-ups) when applicable, testing and commissioning, and warranties to execute and complete all necessary work (with noted exclusions) for installation in accordance with documents listed in Section 2 Reference Documents. The Subcontractor is required to ensure that the most up to date drawings are utilized, as well as manage the drawings, RFI's, change enquiries, specifications, etc.
2. The Subcontractor shall provide site specific lifting/offloading plans to be reviewed with MTC prior to any offloading operations. The plan will include but not limited to; equipment information, traffic plans, weights, review of obstructions and all applicable safety measure to be implemented. Third party operators shall provide all safety certifications and will be placed in the project orientation prior to any work performed.
3. The Subcontractor is required to maintain an updated set of drawings, on paper, including any redlines, as-builts, site changes, RFI's, which will be audited on a timely basis.
4. The Subcontractor will provide all layout and/or shop drawings showing the intended placement sequence and/or locations of installed work with respect to coordination of the approved sequence. Erection/installation plans and sequences are to be submitted prior to fabrication. Erection and rigging work plans sealed by a professional engineer registered in the Province of Ontario are to be provided prior to commencement of works. These will be submitted a month (or as agreed upon) in advance of the start of the Work to provide enough time for a complete review.
5. Prior to start of Work, the Subcontractor will examine and acknowledges that it has accepted the Works completed by other Subcontractors, and accepts the existing conditions of the Work that may affect this SOW. The Subcontractor will immediately report any damage or discrepancies to the Construction Contractor.

Document No.	Package NAME	Page No.
RFQ-SCC-50-04	Overhead Catenary System (OCS)	Page 6 of 36



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

6. It is understood that the Subcontract Documents indicate preliminary locations of utilities, walls, pipes, conduit, cable tray, ductwork, apparatus, equipment etc., and that changes in location and routing may be required to accommodate Project site or building conditions. It is further understood that every single condition, connections, transitions, penetrations etc., cannot be specifically detailed in the Subcontract Documents. Details are provided for typical conditions and making adjustment to adapt these to specific site conditions throughout the Project is a part of this SOW, and the responsibility of the Subcontractor and does not constitute a change in the SOW.
7. The Subcontractor shall work closely with other subcontractors on site, coordinating through the Construction Contractor Superintendent to not delay the work. The Subcontractor supervision is required to be on site and present during major works, such as concrete pours, to repair potentially damaged conduits and/or equipment.
8. The Subcontractor will provide all cutting and patching as required, to complete the work. Protection of finished surfaces, in particular flooring and concrete areas exposed to view is critically important.
9. The Subcontractor will furnish, install, maintain and remove all scaffolding and/or access equipment necessary to perform the Work. The Subcontractor will provide scaffolding design and layout (sealed by a professional engineer registered in the Province of Ontario), and in coordination with other disciplines. The Subcontractor will remove and reinstall, where applicable, all temporary barricades and fall protection, which interfere with the installation of the Work in coordination with other disciplines.
10. The Subcontractor is responsible for the protection of its completed and in progress Work and shall provide all necessary protection to keep all portions of the Work free of dirt and damage. Activities likely to stain or damage surfaces must be coordinated and approved by the Construction Contractor in advance and may only take place in designated areas. Equipment used must contain protection to avoid damage/staining caused by fluid leaks, tire marks, rusting, physical damage and the like throughout the duration of the project. No materials may be stored on exposed and/or finished surfaces without the Construction Contractor's permission. Costs for repairs/cleaning that might result from any such staining/damages caused by the subcontractor not taking due precautions in this regard will be charged back to the subcontractor.
11. The Subcontractor will be responsible for protecting and maintaining all completed work throughout the duration of the project until **Substantial Completion** is achieved.
12. The Subcontractor will submit a final as-built survey of all conditions and elevations of the completed Work to the satisfaction of the Construction Contractor.

Table 2: Supply & Installation Scope of Work and Division of Responsibility

Item	Description	Subcontractor's Scope			
		Supply & Deliver to Job Site	Install	Testing	Commissioning
1.	Permits, Arc Flash studies, Inspections by authorities (ESA, CSA, ULC, etc.) relating to the OCS system shall be organized and paid for by the Subcontractor.	X			
2.	Poles including gland plates, hand hole covers, pole-base plates, grounding lugs, bolts, nuts, washers, screws and hardware	X	X	X	X
3.	Baseplate template for installation of anchor bolts.	X			
Document No.		Package NAME		Page No.	
RFQ-SCC-50-04		Overhead Catenary System (OCS)		Page 7 of 36	



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

	Provide 6 templates for each pole/baseplate type that reflect foundation diameter. Baseplate covering as required in accordance with DX requirements.				
4.	Cast in place anchors assemblies for OCS poles with foundations and down guys with foundations. The anchor assembly will be provided by the subcontractor and cast in place by others. The subcontractor will be responsible for the anchor bolt assembly and verification of installation prior to concrete pouring and as part of their ITP plan, provide sign off verification, complete with drawings indicating locations with photos. Any discrepancies are to be reported immediately to the Contractor for rectification. Additionally, the subcontractor is to provide a follow up review with survey on anchor bolts to confirm tolerances after concrete placement to confirm final placement of anchor bolt assembly.	X	X	X	X
5.	Drilled in anchors both for poles, guys, supports, arms, wires, etc.	X	X	X	X
6.	Down guys/guys and all necessary hardware.	X	X	X	X
7.	Concrete foundations for poles and down guys. Prior to commencing pole installation, subcontractor shall perform preinstallation checks and survey on foundations and anchor assemblies to confirm tolerances.			X	X
8.	Anchor bolt assemblies, conduits, boxes, cable chambers, pull-pits, and associated hardware that are embedded in concrete, including post installation grouting. This includes, but not limited to positive DC feeder conduits, negative DC return conduits, disconnect switch conduit portions that are embedded in concrete.	X	X		
9.	Surface mounted conduits, boxes, and associated hardware. This includes, but not limited to, positive DC feeder conduits, negative DC return conduits, disconnect switch conduit portions that are surface run at the devices.	X	X	X	
10.	Positive DC cables from the TPSS to the feeder pole. Allow to pull and terminate DC cable left coiled up in closest cable chamber to the pole, if and when required.	X	X	X	
11.	Negative DC return cable				
12.	Control and power cables for switches & disconnects	X	X	X	X
13.	Voltage indicator system/red light, including conduits & cables	X	X	X	X
14.	All other OCS cables, including, but not limited to, switch cables, disconnect cables, droppers, across track feeders, etc.	X	X	X	X
15.	VLD at stops and stations	X	X	X	X
16.	Messenger wire and contact wire, and all associate hardware and devices, including but not limited to head-spans, cross-spans, conductor rail, catenary	X	X	X	X

Document No.	Package NAME	Page No.
RFQ-SCC-50-04	Overhead Catenary System (OCS)	Page 8 of 36



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

	droppers/hangers/bonds(support and current), contact wire bridge(over crossovers), rigid rail (ie: all hardware, brackets, arms, supports, anchors for beneath grade sections and under bridge sections), Elastic under-bridge arm(see spec), pull-off assembly (around bends).				
17.	MSF Stinger system, and associated cables and conduits	N/A			
18.	Switches, disconnects, grounding switches and associated hardware, cabinets, and controls, cables	X	X	X	X
19.	All OCS hardware. Including, but not limited to: ▪ Cantilevers and assemblies ▪ brackets ▪ Tensioning equipment, including balance weight assemblies, midpoint anchors, and all associated hardware and equipment ▪ Catenary fixed end equipment ▪ Section isolators ▪ Nuts, bolts, washers, screws. ▪ All miscellaneous hardware and cabling, etc. ▪ Any SCADA interface required as per design.	X	X	X	X
20.	All fasteners (anchors, bolts, nuts, washers, etc.).	X	X		
21.	Recommended spare parts for two years of operation and in addition parts specified in Interface Agreement, indicating Original Equipment Manufacturer (OEM) contact information and part number Including Storage	X			
22.	Supply a list of recommended consumables with pricing for the complete System for two (2) years of operation, indicating Original Equipment Manufacturer (OEM) contact information and part number if applicable	X			
23.	Review, confirm and verify preliminary conduit, duct bank, pull-box, and cable chamber design, for OCS system (all conduits, specifically, but not limited to, DC positive feeders, track bonding and DC return feeders, grounding, lightening-Surge protection, power and control for switches).			X	
24.	Labelling, Tagging, identify for all OCS equipment, including, but not limited to, poles, wires, sections, cables, assets, switches, etc,	X	X		

1.3 Equipment and Materials

1. The Subcontractor will ensure that all materials and equipment are new material and arrive on-site in sufficient time to allow for installation and in sufficient time to be coordinated with the work that is to be completed by Construction Contractor and/or other subcontractors.
2. The Subcontractor will provide a listing of all specialty equipment and/or tools required prior to mobilizing specialty equipment and/or tools to site.

Document No.	Package NAME	Page No.
RFQ-SCC-50-04	Overhead Catenary System (OCS)	Page 9 of 36



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

3. The Subcontractor will be responsible for ensuring that all equipment is delivered to site in a condition that allows for safe off loading and placement.
4. The Subcontractor is responsible for the security of all its facilities, material, equipment and tools in its care, custody and control. The Subcontractor will implement security measures as required to ensure the protection of such facilities, material, equipment and tools from theft, vandalism, fire and all other damage or loss. The Construction Contractor will not be responsible for the Subcontractor's facilities, equipment and tools damaged or lost, including damage due to weather conditions.
5. The Subcontractor will provide all mechanical and electrical equipment and systems identification, signage, cable tagging and warning tags / tape related to the Work.
6. Subcontractor shall provide all cabling with embossed jacket identification.
7. The process for requesting equipment and materials that are to be provided by the Construction Contractor will be discussed at the kick-off meeting. Equipment, materials and services to be provided by the Construction Contractor are detailed in Section 1.5. The Subcontractor will request material and equipment supplied by others sufficiently in advance, to maintain schedule.
8. The Subcontractor will be responsible for all vehicle / truck movements associated with its Work. The Subcontractor will provide all traffic control devices, including but not limited to, flag persons, signal persons, pay duty police, delineators, signage and barriers, as required.
9. Ingress and egress to and from the Construction Contractor's sites must be by the prescribed routes only. Moving and replacing of exterior site-fencing/hoarding/barriers is not permitted unless authorized by the Construction Contractor. The Subcontractor acknowledges that the site conditions, including access and egress locations are subject to change, and it is the Subcontractor's responsibility to verify and coordinate delivery routes and times with the Construction Contractor.
10. All Subcontractor deliveries will be unloaded, inventoried and confirmed by the Subcontractor's own force.
11. All hoisting and material offloading will be performed by the Subcontractor.
12. The Subcontractor will schedule all deliveries to occur during general working hours.
13. Subcontractor will be responsible for all transportation, handling and storage costs to Subcontractor's storage yard or warehouse that is preferably located near the Finch LRT corridor.
14. All materials that are stored at Subcontractor's aforementioned yard or warehouse, the Subcontractor shall be responsible for the costs of Care, Custody & Control including all off-loading or loading, and all costs for the provision of supervision, labour & equipment at Subcontractor's storage facility. The storage and handling of all materials at the Subcontractor's storage facility shall be subject to, and in compliance with, the security, safety, and operational requirements as dictated by Construction Contractor. Subcontractor's storage facility shall provide adequate protection against environmental conditions (e.g. Temperature, humidity, etc.) that will prevent damage or deterioration of product.

Document No.	Package NAME	Page No.
RFQ-SCC-50-04	Overhead Catenary System (OCS)	Page 10 of 36



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

15. Subcontractor is responsible for delivery of products to the Finch LRT site at the time the site requires it. The subcontractor is responsible for unloading the product off the truck to the Finch LRT jobsite. The subcontractor is responsible for moving equipment, coordination and providing necessary personnel for safe and proper loading, unloading, rigging, and for handling material to the final location for installation.
16. Subcontractor shall be responsible to store, protect, inventory and keep Equipment/Materials in good condition until substantial completion of this scope of work.

1.4 Site Management

1. The Construction Contractor, at its sole discretion, will introduce access control systems as required. The Subcontractor will comply with all requirements including, but not limited to, vehicle and individual control, badges and security checks. In this case, all personnel, bags and vehicles entering or leaving site will be subject to security searches as required by the Construction Contractor. Implementation of access control does not relieve the Subcontractor from its obligation to properly secure all of its own equipment, tools and materials.
2. The subcontractor will be responsible for providing washroom facilities for their workers on site. Maintenance and relocations will be the sole responsibility of the subcontractor.
3. The Subcontractor will use only areas allocated by the Construction Contractor for storage / lay-down. The Construction Contractor, at its discretion (hereby acting reasonably), may reject or withdraw such permission at any time. The Subcontractor will allow for potential changes to storage, laydown areas to suit various stages and phasing of the Work.
4. There is no or insufficient space available on the Project, the Subcontractor will, at its sole cost, arrange for storage space and site offices outside the Project area and develop an on-time delivery strategy. Materials and equipment, stored improperly, or without the Construction Contractor's permission will be removed at Subcontractor's expense. . Storage shall be provided by the subcontractor for all materials at no cost to the construction contractor even in the event of schedule slippage or delays.
5. General working hours are Monday through Friday, 7am – 11pm. Subcontractors wishing to perform its scope outside of these periods, including deliveries, will be required to notify the Construction Contractor one week in advance of the Work. The Subcontractor notification will address the kind of Work, the Work area, equipment to be used and names and quantity of workers.
6. The duration of the Subcontractor's work-week and the hours of work will be subject to approval by the Construction Contractor, and as restricted by permits, licenses, collective agreement of the various union labour trades and governing applicable federal, provincial or local laws or regulations. Standard work-week divisions can include day, afternoon and night shifts.
7. Subcontractor must coordinate and arrange for deliveries in advance with Construction Contractor's Construction Manager or their designate.

Document No.	Package NAME	Page No.
RFQ-SCC-50-04	Overhead Catenary System (OCS)	Page 11 of 36



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

8. The Subcontractor will maintain its work areas in a clean and orderly condition at all times. This includes clean up and remove all debris, waste and surplus and packaging materials resulting from its work in the installation/work areas on a daily basis. All trash, debris and waste material shall be collected, sorted and deposited correctly by the Subcontractor into the Construction Contractor provided bins at the end of the work day.
9. The Subcontractor's activities will be limited to the area assigned by the Construction Contractor at the outset of the Work. Modifications to the Subcontractor's assigned site areas must be requested and approved by the Construction Contractor.
10. The Subcontractor will take all necessary measures to keep all materials, equipment and operations within the property lines or site boundaries designated by the Construction Contractor. Any damages resulting from "out of boundaries" work or activities, whether intended or accidental, will be repaired/remedied at the expense of the Subcontractor.
11. The Subcontractor shall be responsible for the protection of its work from snow and or removal of all snow associated with its SOW.
12. The Subcontractor shall be responsible for the parking of their equipment and personnel vehicles. Working equipment vehicles will have access within the work zone within the General working hours (Monday – Friday, 7am-11pm) that must be coordinated and approved by the Contractor designate. The Contractor will not assume liability or expenses associated with parking.
13. The subcontractor will be responsible for their own temporary power where required to perform their work. If temporary power is in the form of a mobile generator, the subcontractor shall be responsible for maintaining the generator, fueling and relocating as required. The subcontractor will ensure that all noise by-law requirements are met.
14. The subcontractor will provide traffic control plans and trained qualified traffic control persons to ensure both public and workers safety during the project.
15. The subcontractor will provide full time EHS personnel for the duration of the project
16. The subcontractor will provide a full time dedicate QA/QC person for the duration of the project.
17. Design Excellence (DX) was discussed and noted as a requirement. It was noted that all final design assistance and procurement/installation of the required materials to apply to the TPSS/OCS to meet Dx will be by CYMI. All coordination and subcontracts will be managed by CYMI.

1.5 Construction Planning

1.5.1 Work Method Statement

For each of the Areas the Subcontractor shall supply a Work Method Statement within 15 days after the Effective Date of the Agreement.

1.5.1.1 Pole installation

Document No.	Package NAME	Page No.
RFQ-SCC-50-04	Overhead Catenary System (OCS)	Page 12 of 36



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

The Subcontractor shall explain the construction and installation method providing details of:

- Pole and bolt location
- Working method
- Plant used
- Pole base plate
- Survey control of the bottom ballast once placed
- Program of inspection points
- Anchor tie installation

1.5.1.2 Contact and Messenger Wire

The Subcontractor shall explain the construction and installation method providing details of:

- Contact Wire distribution and termination
- Messenger Wire distribution and termination
- Working method
- Plant used
- Dropper spacing control
- Balance weigh assembly

1.5.1.3 Cantilever and Hardware

The Subcontractor shall explain the construction and installation method providing details of:

- OCS Hardware supplier
- OCS cantilever and hardware assembly (most must be pre-assembled off-site)
- Rigid Rail bracket and supports
- Working method
- Plant used
- Anchors

1.5.2 Installation Plan

The Subcontractor is requested to provide and maintain an installation plan through the execution of the project in MS Word or Adobe PDF format with the following minimum level of detail:

- Installation site office information
- Installation team, equipment and vehicles
- Supplied materials specification and delivery quantity/schedule
- Installation schedule of each area/wire run
- Installation quality control plan
- Materials storage and maintenance plan
- Health and safety
- Environment and weather protection plan

1.5.3 Testing and Commissioning

Operation and Maintenance:

- (O&M Manuals, technical documentation of the equipment/system, preventative maintenance

Interim Maintenance & Operations

- Subcontractor responsible to perform warranty repairs from date of install to 2 years post Project

Document No.	Package NAME	Page No.
RFQ-SCC-50-04	Overhead Catenary System (OCS)	Page 13 of 36



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

Substantial Completion

- Ongoing maintenance and operation from date of formal handover to the Construction Contractor's Facilities Service Provider. The maintenance and operations works include but are not limited to planned preventative maintenance, routine maintenance, corrective maintenance
- Provide contact information of all technicians servicing the maintenance works

Reporting:

- Subcontractor's weekly report of materials transported, installed on site including labour and equipment and work performed

Communications: No videotaping, photographs without prior written authorization from Construction Contractor.

Meetings: kick-off, pre-construction, safety meetings, etc.

- Subcontractor shall be expected to participate in any information meetings deemed appropriate and/or necessary during the pre-construction and construction phases of the Project.
- Subcontractor shall be expected to conduct weekly Safety meetings with their work crews.

Demobilization

1.5 Work Excluded

- Concrete Pole Base foundations will be done by others
- Excavation and backfill will be done by others
- Utility connection will be done by others
- Supply DC positive cable from OCS disconnect to the TPSS will be done by others
- Return DC negative cable from cable termination electrical chamber to TPSS will be done by others

1.6 Health and Safety

Subcontractor shall submit the safety package, completed in its entirety, prior to being permitted to attend orientation to the project. The project general orientation and relevant subsequent trainings shall be undertaken for all subcontractor staff and subsequent subcontractors hired by the subcontractor. The Work Method Statements (WMS) shall be used to draft the Job Hazard Analysis to be used for all elements of this work. The JHA shall be reviewed by Mosaic Health and Safety for comments, then upon final review, signed off by the subcontractor prior to commencement of the work. The Subcontractor shall be responsible for the Safety and security of the Workers, Materials and the Contract Works. The subcontractor shall submit their HS management plan and be given a copy of our Mosaic Health and Safety Plan and standards and shall adhere to the most stringent component of both, and the Ontario Construction Regulations 213/91.

The Subcontractor and all of its subcontractors shall respect and comply with:

- the rules, regulations and practices required by the applicable construction health and safety and environmental legislation in the jurisdiction of the location of the Project, and
- all safety precautions, policies and programs of the Owner and the Contractor, including those contained in the then-current version of the Contractor's Health & Safety, and Environmental Manual.

The Subcontractor shall provide to Contractor, no later than ten (10) calendar days prior to mobilization on Site, its safety program, all SDS sheets for products expected to be used during the Project, and, its Site specific safety plan

Document No.	Package NAME	Page No.
RFQ-SCC-50-04	Overhead Catenary System (OCS)	Page 14 of 36



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

and job hazard analysis program.

A prequalification needs to be completed and approved before a potential contract is awarded.

<https://subconprequal.aecon.com/>

Subcontractor to coordinate with Mosaic Constructors to arrange Mosaic Site Orientations for all personnel to be on site prior to site entry and Mosaic Supervisor Training for Subcontractor's Supervisors. Training includes but not limited to records for all personnel to be provided electronically in advance of their site orientation (2+ hours), including Working At Heights, WHMIS 2015 and MOL 4 Step (MOL 5 Step for Supervisors) or Mosaic approved equivalent and other training as it relates specifically to performance of the work.

Subcontractor shall execute JARR Cards (daily or equivalent), JHAs (for high risk work or as deemed by Mosaic), Behavioral based observations (BBO(1 per supervisor per week min)), Safety opportunity or near miss report (1 per week per supervisor) or approved alternatives, at frequency and timing required by Mosaic. Mosaic reserves the right to decrease or increase frequencies.

Valid locates and markings, as well as a Pre Dig Hazard Assessment (in form provided by Mosaic) is required prior to all excavations, daily per locate and are the responsibility of the Subcontractor. For certainty, all costs associated with achieving and conforming with an acceptable and fully executed Pre Dig Hazard Assessment are the responsibility of the Subcontractor.

Subcontractor to submit Daily Report (daily before 9am) and Weekly Report (weekly by Monday morning at 9am) to Mosaic using online forms at URLs below. URLs and content required subject to change at Mosaic's discretion.

Daily - <https://app.smartsheet.com/b/form/2d6ec8e102774180af121b9d62938920>

Weekly - <https://app.smartsheet.com/b/form/71797ca6be0749d39e9be1e4a72081c5>

Subcontractor's site and access plans to be developed and reviewed in coordination with Mosaic and adjusted as required to suitably accommodate site and public safety.

The Subcontractor is responsible to ensure all equipment, tools, machinery and safety equipment is inspected, maintained and operated as required by the manufacture and/or Mosaic.

Minimum PPE required by all personnel visiting or working onsite require 5 points but not limited to;

- Safety boots 6" minimum height CSA and OMEGA
- Hard hat type 1 or as required
- Safety glasses to CSA standard
- Gloves – minimum Cut level 4 and Puncture resistant level 4
- Traffic vest – Class 2 Level 2 minimum or as required per Mosaic.

Subcontractor to send supervisors to Mosaic Transit Group CCST session once per year (8 hour)

Subcontractor to have H&S rep/JHSC member 1/10 workers. Mosaic to supply Hard Hat to identify.

1.7 Quality

Construction Contractor has implemented a Quality Management System to ensure that all Work conforms to specifications and shall be accordance with the requirements established for the Project Site. This Quality Management System shall extend to the Subcontractors and their Sub-subcontractors for construction execution. During construction execution, Subcontractor's compliance with its Quality Assurance Plan will be assessed by periodic audit by Construction Contractor.

1.7.1 Proponents shall provide durability tests and quality test reports upon award

Document No.	Package NAME	Page No.
RFQ-SCC-50-04	Overhead Catenary System (OCS)	Page 15 of 36



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

Subcontractor shall:

a) comply with MOSAIC's Quality Management System, including coordination and execution of all Quality Control testing and inspection requirements by qualified individuals unless otherwise provided, as listed in the applicable specifications and Mosaic Inspection and Testing Plans (ITPs).

The Subcontractor shall propose the Inspection and Test Documentation which shall include the following:

Inspection & Test Plan

Inspection & Test Procedures

Inspection & Test Records and Reports

b) provide a suitable, qualified "Quality Control Coordinator", subject to MOSAIC's approval, for the duration of fabrication and or construction activities who will complete all witness, verification and hold points listed on the ITPs and interface with MOSAIC's Quality Control Manager, providing regular ITP progress updates and submitting all required quality records within the time lines listed in the specifications and ITPs.

If the subcontractor does not provide a suitable, qualified "Quality Control Coordinator", Mosaic will provide this role and back charge the costs.

1.7.2 Non-Conformances

Subcontractor and Mosaic Quality Team shall issue Non-conformance Reports (NCRs) for any deficient or non-conforming aspects of the work.

Disposition, including remedial due date and corrective actions are required within 5 business days of the NCR being issued.

Subcontractor is responsible for any financial deductions resulting from non-conformances associated with their works at the following rates:

NCR Type	Deduction/Occurrence
Minor	\$0
Medium	\$5,000
Critical	\$50,000

Subcontractor is responsible to resolve all NCRs by the remedial due date.

A subsequent deduction will be applied for failure to remediate prior to the expiration of the applicable Remedial Period shall equal 120 per cent of the immediately previous deduction but shall not exceed 150 per cent of the first deduction.

Non-conformances are defined as follows:

"**Minor NCR**" means an NCR raised on all or any portion of on-going works that have not been accepted by MTC.

"**Medium NCR** Means an NCR raised on a Non-Conformance that requires changes to an Issued for Construction document.

Document No.	Package NAME	Page No.
RFQ-SCC-50-04	Overhead Catenary System (OCS)	Page 16 of 36



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

"Critical NCR" means an NCR raised on a Non-Conformance that delays the completion of the project and or requires all or any portion of accepted works to be removed or repeated because such works have, or would reasonably be expected to have, a significant adverse or material adverse impact on:

- i. the safety of the Project, the environment, System Users or the public;
- ii. the quality of the Works; or
- iii. the durability of the Works.

1.7.3 Certifications

Subcontractor shall possess all certifications required in the project specifications and Inspection and testing Plans including but not limited to ISO, CSA, CCIL, CWB...etc.

1.7.4 Request for Information (RFI's)

If an RFI is a result of the following, the cost will be borne by Mosaic:

- Deficient design requiring clarification
- Lack of information in the design drawings/reports required to complete the work
- If an RFI is a result of the following, the cost will be born by the Subcontractor:
- Deficient/Non-conforming materials, work or services
- Request for use of alternate materials, products or services

1.7.5 Shop-drawings

All shop drawings will require review by the design team. Costs for shop drawings that contain errors or omissions, requiring additional reviews, will be back charged to the subcontractor.

The Subcontractor shall propose the Inspection and Test Documentation which shall include the following:

- Inspection & Test Plan
- Inspection & Test Procedures
- Inspection & Test Records and Reports

All Quality Documentation shall satisfy as a minimum the requirements outlined in the Mosaic Quality Manual, the Project Agreement, and the technical specifications.

1.7.6 Program of hold points proposed

To avoid rework the Subcontractor is requested to propose a plan of hold points to CONSTRUCTION CONTRACTOR for their review and approval. The Subcontractor has to advise CONSTRUCTION CONTRACTOR before removing any hold points. CONSTRUCTION CONTRACTOR, at their discretion, will attend the inspection of hold points. In any event, a copy of hold point inspection records shall be provided to CONSTRUCTION CONTRACTOR.

The list of hold points shall include, but is not limited to:

- Pole installation
- Pole brackets, support and anchors
- Feeder Termination
- Cantilevers installation
- Head span installation
- Rigid rail support installation

Document No.	Package NAME	Page No.
RFQ-SCC-50-04	Overhead Catenary System (OCS)	Page 17 of 36



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

1.8 Environmental

1.9 Survey Layout

1.9.1 Basic Requirements for Layout Survey for Construction

The Subcontractor shall provide all labor, equipment and materials necessary to perform the Layout Work activities in accordance with the requirements of this Service Contracts Requisition. The scope of work for the Layout Surveying activities are defined within this document.

The Layout surveys are required for the construction activities of the Project and shall be implemented in accordance with the requirements set forth in this document. Different methods of data acquisition can be adopted separately or in combination to achieve specified deliverables. Requirements for these methods are stipulated in this document and referenced documents.

A project specific FW2015 Control Survey datum has been adopted for this project. Layout survey must be integrated into the Project horizontal and vertical control network and must be referenced to the FWLRT 2015 Geodetic Coordinate System (FW2015 GCS) in the MTM Zone 10.

The control and sub-control points established for the Project shall be used, and all of which must be verified and preserved over the course of the Contract.

Unless specified otherwise, work shall be done in accordance with the following reference documents. Hence, prior to undertaking the work, the Contractor shall review and become familiar with all such documents and provide deliverables in appropriate standards and formats:

CA Survey Control in Transit Corridor Supplement (MX-SURV CTRL-STD-2018-REV0) and Finch West LRT Project,
 Project Agreement Schedule 15-2 Part 1
 FWLRT Project Agreement (PA)
 CA Finch West LRT Horizontal and Transformation Survey Report, June 12, 2017
 CA Finch West LRT Vertical Control Survey Report Survey Report, June 28, 2016
 MTC Finch West LRT Horizontal and Vertical Control Reports, 2019
 FWLRT Trackwork installation tolerance report

As well, work shall be guided by the following reference publications available through the public government agencies:

City of Toronto Engineering Survey Standards for Consultants
 Ministry of Transportation Engineering Survey Manual
 ASCE Standard 38-02 Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data

Compile documentation and survey data in an approved report format to Construction Contractor surveyor shall be submitted electronically.

Instrument Requirements:

A total station for surveying is typically capable of 1 - 5 seconds of arc angle accuracy, and 1-2 millimeter-level distance precision. An instrument of 0.5-1 second accuracy is the minimum recommended for Control Surveys. 1-second angle accuracy is recommended for Layout Surveys.

For GPS RTK layout survey for earthworks: Follow the Manufacturer's calibration guidelines; Ensure antenna heights are correctly entered by measuring and recording before and after set-up; Use, at minimum, 5-second

Document No.	Package NAME	Page No.
RFQ-SCC-50-04	Overhead Catenary System (OCS)	Page 18 of 36



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

occupations with 0.015 m horizontal and 0.02 m vertical precision settings for survey points; Re-initialize the device on the layout point to check the repeatability of measurements; Manage files carefully and consistently; Ensure layout point coordinates are based on the calibration for the Project's coordinate system.

GPS instrument for layout shall be used only for basic earthwork and not to define elevations

1.9.2 Layout by subcontractor

- 1 Where the Contract Documents provide for the Subcontractor to lay out the Work, following sub paragraphs .02 to .017 shall apply.
- 2 Construction Contractor surveyor shall perform an audit of the control network, evaluate its requirements for a control survey in order to carry out the works and determine if additional control surveys and monuments are required in order to carry Layout Surveys within entire project extents. Any such additional monuments shall be installed by Construction Contractor and shall be surveyed to tie into the Project's control coordinate system.
- 3 Prior to commencement of construction, the Construction Contractor surveyor and the Subcontractor shall locate on site control and benchmarks that are necessary to delineate the Working Area and to lay out the Work.
- 4 The Subcontractor shall be responsible for the preservation of all property bars control points and benchmarks while the Work is in progress, except those property bars, control points and benchmarks that must be removed to facilitate the Work. Any other property bars disturbed, damaged or removed by the Subcontractor's operations shall be replaced by an Ontario Land Surveyor, at the Subcontractor's expense.
- 5 At no extra cost to the Construction Contractor, the Subcontractor shall provide the Construction Contractor with such materials and devices as may be necessary to lay out the control points, and benchmarks, and as may be necessary for the inspection of the Work.
- 6 The Subcontractor shall provide qualified personnel to lay out and establish all lines and grades necessary for construction. The Subcontractor shall notify the Construction Contractor of any layout work carried out, so that the same may be checked by the Construction Contractor surveyor.
- 7 The Subcontractor shall install and maintain substantial alignment markers and secondary control points and benchmarks as may be required for the proper execution and inspection of the Work. The Subcontractor shall supply one copy of all alignment and grade sheets to the Construction Contractor.
- 8 The Subcontractor shall assume full responsibility for alignment, elevations and dimensions of each and all parts of the Work, regardless of whether the Subcontractor's layout work has been checked by the Construction Contractor.
- 9 All stakes, marks and reference points shall be carefully preserved by the Subcontractor. In the case of their destruction or removal, for any reason, before the end of the delivery time, such stakes, marks and reference points shall be replaced, to the satisfaction of the Construction Contractor, at the Subcontractor's expense.
- 10 The Construction Contractor will provide to the Subcontractor a digital copy of the Contract Drawings for the purpose of creating layout reports to enable field layout of the Project.
- 11 The construction team shall give the Construction Contractor surveyor at least 24 hours notice before requiring levels, lines or stakes, on any portion of the Work and the Subcontractor shall clearly state in such notice the exact locality or localities where such are needed for use.
- 12 Prior to the commencement of the survey and layout, the Subcontractor and the Construction Contractor surveyors and construction team shall meet to review, establish and confirm the following:

Document No.	Package NAME	Page No.
RFQ-SCC-50-04	Overhead Catenary System (OCS)	Page 19 of 36



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

- a. staging of construction;
 - b. layout sequencing, optimum location and preservation of all reference points; and
 - c. sequencing of construction, that is to say the order of removal and replacement of surface and sub-surface services and infrastructures.
- 13 The grade layout shall be carried out at no further apart than 20 m and where grade/direction changes occur. The grades of the constructed features shall be confirmed before proceeding to the next stage of work.
 - 14 The construction team shall be responsible for the preservation of all control points, property bars while the Work is in progress, except those control points and property bars which must be removed to facilitate the Work.
 - 15 All stakes, marks and reference points shall be carefully preserved by the Construction Contractor construction team. In the case of their destruction or removal as a result of the site operations, such stakes, marks and reference points shall be replaced, to the satisfaction of the Contract requirements.
 - 16 Any conflict or inconsistencies found between the Contract Drawings and the existing physical conditions shall be reported to the Construction Contractor immediately, and the survey and layout work shall be suspended until further directed by the Construction Contractor.
 - 17 The Construction Contractor construction team must satisfy itself before commencing work at any point as to the meaning and accuracy of all stakes and marks, and no objection shall be considered for or on account of any alleged inaccuracies or for any alternations subsequently rendered necessary on account of any such alleged inaccuracies, unless the construction team notifies the Construction Contractor surveyor thereof in writing before commencing the Work.

1.9.3 Deliverables

All readings and measurements taken during the survey and layout, including the following, must be properly recorded — in digital format with supplemental hard copy where necessary— and maintained for verification and future reference:

1. all control and sub-control points;
2. all horizontal and vertical stations;
3. layout/offset points;
4. grade sheets and field notes; and
5. information required for the preparation of as-built drawings

The Subcontractor shall submit survey sheets to the Construction Contractor within the same day of completion of layout. A copy of the records produced shall be stored by the Subcontractor on site and be accessible to the MTC at any time.

1.10 Schedule Reporting Requirements

Regarding the Schedule Reporting of the SUBCONTRACTOR's Works, the SUBCONTRACTOR is to provide the following:

1.10.1 Proposal Requirements

1.10.1.1 Master Schedule

The Master Schedule, a time scaled bar chart of approximately 200 activities, shall show major PROJECT milestones and the duration of main activities for each major phase and section of the PROJECT. The Master Schedule shall be part of the SUBCONTRACTOR proposal. The Master Schedule shall show the breakdown of the WORK (Further breakdown to appendix 2 high level WBS) with logical sequence and relationship of the PROJECT activities on phase, area and discipline basis following the CONTRCATOR scheduling and scope of WORK requirements. The Master Schedule will be considered during

Document No.	Package NAME	Page No.
RFQ-SCC-50-04	Overhead Catenary System (OCS)	Page 20 of 36



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

the Technical Bid Evaluation process and will be part of the final CONTRACT

1.10.2 Contract Requirements

1.10.2.1 Work Breakdown Structure (WBS)

SUBCONTRACTOR shall submit within 7 calendar days after CONTRACT award for CONTRACTOR's review a WBS, showing the division of the WORK into individual parts and reporting documents. The WBS shall be consistent with the contract scope and allow progress, schedule and cost control to be exercised on both, a unit basis and discipline basis, for Project Management, Engineering, Procurement, Construction/Installation, separately. The WBS shall be applied in all PROJECT deliverables, schedules, progress control, and cost control.

1.10.2.2 Work Schedule

To be submitted by within 30 calendar days after contract award, and is to be:

- a. A detailed schedule developed in XER format with a mapping of activities to the CONTRACTOR's Works Schedule activities. This mapping will include the attached break down structure (Appendix 2) through Activity Codes or WBS codes assignments to the activities.
- b. To be complied with the contract obligations
- c. To have critical and longest paths which shall be based on logic networking (precedence) using Primavera P6 analysis method of which the lower level rolls up into higher level.
- d. The plans and schedules shall encompass all relevant functions and activities of "SUBCONTRACTOR", vendors and SUBCONTRACTORS required for the Work, from the date of PROJECT start through commissioning and startup of the facilities.
- e. SUBCONTRACTOR's system shall permit the progress monitoring of these activities through bar charts, progress curves and histograms.
- f. To have Milestones which shall be clearly identified and integrated in the network logic showing all activities necessary to achieve completion of the event especially payment milestones and key contractual events.
- g. To have calendars assigned to each activity which reflects the correct working days and hours
- h. To have the data date as of PROJECT start
- i. To be submitted in PDF format
- j. To be submitted in XER format
- k. To have activities cost and man-hours loaded
- l. To be accompanied with a man-hour histogram of the entire WORKs
- m. To be accompanied with "Works Schedule Assumptions Report" and means a narrated report including all applicable data that document the assumptions made by SUBCONTRACTOR to generate any of the Project Schedules. (In accordance with section 9 of ATTACHEMENT 12- CONSTRUCTION CONTRACT)
- n. To be in accordance with the technical checklist below in Appendix 1
- o. And to be in conformance with the standards and requirements outlined in SCHEDULE 12 of CONSTRUCTION CONTRACT.

1.10.2.3 Manpower Histograms

SUBCONTRACTOR shall submit to CONTRACTOR for Review manpower histograms to support the Schedule. Such histograms shall be updated and issued monthly along with the Progress Report.

1.10.2.4 Progress Control

Document No.	Package NAME	Page No.
RFQ-SCC-50-04	Overhead Catenary System (OCS)	Page 21 of 36



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

- a. A Progress Control System shall be used to monitor and control the progress of the WORK. The system shall be based on the PROJECT WBS and include the overall activity weightings for the major components of WORK.
- b. Throughout the life of the PROJECT, SUBCONTRACTOR shall develop, update and report against a series of Progress Curves and Manpower Histograms. These curves shall be P6 generated and shall form the basis of the physical progress control system.
- c. The physical progress control system shall enable the measurement, monitoring and follow-up of progress (actual versus planned), and the control of corresponding WORK units for all SUBCONTRACTORS, and vendor activities. The physical progress may not, under any circumstances, be assessed by reference to man-hours spent.
- d. The physical progress may be measured by either one, or a combination, of the following methods, depending on the nature of the activity concerned:
 - Physical measurable quantities of activities done (partially or completely), as applicable
 - Progress scales (percentage completion earned with reference to controllable milestones or steps of WORK achievement) for specific activities to be defined for each category of engineering, procurement services, construction/Installation, and commissioning/ performance test.

1.10.2.5 Progress Works Schedule

To be submitted once a month by the 5th business day of the following month, and includes:

- a. An update of the Detailed WORKS Schedule with the data date progressed to the last day of the reporting month
- b. An update of the current forecasts for planned remaining activities
- c. To be submitted in PDF format
- d. To be submitted in XER format
- e. To have a physical progress percentage given to all activities either in progress or completed
- f. To be accompanied with "Works Schedule Progress Report" and means a narrated report detailing the progress made up to the Schedule Status Date, the variance between the Project Schedules provided compared to the previous version of the Project Schedules and risk items.(In accordance with section 10 of ATTACHMENT 12- CONSTRUCTION CONTRACT)
- g. To be in accordance with the technical checklist below in Appendix 1

and to be in conformance with the standards and requirements outlined in SCHEDULE 12 of CONSTRUCTION CONTRACT.

1.10.2.6 Progress Report

A report informing CONTRACTOR on all aspects of the performance and development of the WORK through all phases of the PROJECT. The report shall be prepared in two parts:

- a. The Management Summary
- b. Detail Report in support of the Management Summary.

The Management Summary shall include:

Narrative:

- General overview of engineering, procurement, construction, HSE and quality
- Areas of concern and corrective actions implemented or planned to be implemented to rectify problems or mitigate their negative effects
- Major milestones achieved, or activities completed
- Major meetings and decisions taken

Tables, graphs and data

- Summary progress table: actual versus planned/forecast

Document No.	Package NAME	Page No.
RFQ-SCC-50-04	Overhead Catenary System (OCS)	Page 22 of 36



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

- Summary progress “S” curve: actual versus planned/forecast
- Updated Level I PROJECT Master Schedule

The Detail Report shall include:

Engineering (Overall and each major discipline addressed separately)

- Significant accomplishments during the month and the major activities planned for the following month, highlighting any problem areas and corrective actions
- Deliverable status
- Progress table: actual versus planned/forecast
- Progress “S” curve: actual versus planned/forecast
- Manpower histograms: actual versus planned/forecast

Procurement

- Significant accomplishments during the month and the major activities planned for the following month, highlighting any problem areas and corrective actions
- Requisition and purchase order status
- Material/Machineries status report
- Status of expending, inspection, testing, and material transportation
- Progress table: actual versus planned/forecast
- Progress “S” curve: actual versus planned/forecast

Construction/Installation (Overall and each major construction/Installation area and discipline)

- Significant accomplishments during the month and the major activities planned for the following month, highlighting any problem areas and corrective actions
- Subcontract status
- Material status report
- Major quantities installed
- Progress table: actual versus planned/forecast
- Progress “S” curve: actual versus planned/forecast
- Indirect manpower/machinery histograms: actual versus planned/forecast
- Direct manpower/machinery histograms: actual versus planned/forecast

Project Control

- Narrative of the overall schedule and progress including manpower issues and how that relates to achieving the planned progress
- Identification of the critical path elements and the major milestones to be achieved in the following two months, highlighting significant interfaces (with CONTRACTOR) and constraints
- Change Request and Approved Change Orders
- Updated Detail Time Schedule

Photographs and videos of the Site

SUBCONTRACTOR shall provide in the detailed report section of the Monthly Progress Report photographs showing the construction progress. Photos shall be printed with the date the photograph was taken.

Document No.	Package NAME	Page No.
RFQ-SCC-50-04	Overhead Catenary System (OCS)	Page 23 of 36



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

2. REFERENCE DOCUMENTS

The most current revision of the following documents, technical Specifications, general Specifications, drawings and sketches will be used as reference for the Scope of Work.

2.1 Drawings

Drawing Number	Drawing Name	DATE
CPG_FWL502_E5000	LINEWIDE SYSTEMS – OCS – COVER PAGE	N/A
CPG_FWL502_E5001	LINEWIDE SYSTEMS – OCS – LIST OF DRAWINGS	2019-01-28
CPG_FWL502_E5002	LINEWIDE SYSTEMS – OCS – GENERAL NOTES	2019-01-28
CPG_FWL502_E5003	LINEWIDE SYSTEMS – OCS - SYMBOLOGY	2019-01-28
CPG_FWL502_E5100	LINEWIDE SYSTEMS – OCS – LINE SECTIONALIZATION - DIAGRAM	2019-01-28
CPG_FWL502_E5110	LINEWIDE SYSTEMS – OCS – OVERLAP AND TENSION LENGTHS - SCHEDULE	2019-01-28
CPG_FWL502_E5120	LINEWIDE SYSTEMS – OCS – SECTIONALIZATION CONTROL - SCHEME	2019-01-28
CPG_FWL502_E5400	LINEWIDE SYSTEMS – OCS – CONDUCTOR PARTICULARS - SCHEDULE	2019-01-28
CPG_FWL502_E5401	LINEWIDE SYSTEMS – OCS – TYPICAL TENSION AND SAGS - SCHEDULE	2019-01-28
CPG_FWL502_E5402	LINEWIDE SYSTEMS – OCS – LOADING TABLES – SCHEDULES	2019-01-28
CPG_FWL502_E5403	LINEWIDE SYSTEMS – OCS – HANGER LENGTHS - SCHEDULES	2019-01-28
CPG_FWL502_E5404	LINEWIDE SYSTEMS – OCS – CATENARY TYPOLGY – SCHEME	2019-01-28
CPG_FWL502_E5405	LINEWIDE SYSTEMS – OCS – REVENUE VEHICLES PANTOGRAPH CLEARANCE - DETAIL	2019-01-28
CPG_FWL502_E5406	LINEWIDE SYSTEMS – OCS – CLEARANCES UNDER BRIDGES AND STRUCTURES (WITH CALCS) - SCHEDULE	2019-01-28
CPG_FWL502_E5407	LINEWIDE SYSTEMS – OCS – TYPICAL ARRANGEMENTS IN MAIN LINE - DETAIL	2019-01-28
CPG_FWL502_E5408	LINEWIDE SYSTEMS – OCS – TYPICAL OVERLAP ARRANGEMENT - DETAIL	2019-01-28
CPG_FWL502_E5409	LINEWIDE SYSTEMS – OCS - TYPICAL CROSSOVER ARRANGEMENT - DETAIL	2019-01-28
CPG_FWL502_E5410	LINEWIDE SYSTEMS – OCS – FEEDER AND JUMPER - DETAIL	2019-01-28
CPG_FWL502_E5411	LINEWIDE SYSTEMS – OCS – PULL OFF AND PUSH OFF CANTILEVERS (WITH CALCS) - DETAIL	2019-01-28
CPG_FWL502_E5412	LINEWIDE SYSTEMS – OCS – HEADSPAN ASSEMBLIES (WITH CALCULATIONS) - SCHEDULE	2019-01-28
CPG_FWL502_E5413	LINEWIDE SYSTEMS – OCS – DOWNGUY AND HEADGUY ASSEMBLIES -DETAIL	2019-01-28
CPG_FWL502_E5414	LINEWIDE SYSTEMS – OCS – MIDPOINT ANCHOR ASSEMBLIES – DETAIL	2019-01-28
CPG_FWL502_E5415	LINEWIDE SYSTEMS – OCS – BALANCE WEIGHT ASSEMBLY (WITH CALCS) – SCHEDULE	2019-01-28
CPG_FWL502_E5416	LINEWIDE SYSTEMS – OCS – FIXED TERMINATION ASSEMBLIES – DETAIL	2019-01-28
CPG_FWL502_E5417	LINEWIDE SYSTEMS – OCS – MOUNTING DETAILS IN THE TUNNELS (WITH CALCS) – SCHEDULE	2019-01-28
CPG_FWL502_E5418	LINEWIDE SYSTEMS – OCS – SECTION INSULATOR HARDWARE TYPE - DETAIL	2019-01-28
CPG_FWL502_E5419	LINEWIDE SYSTEMS – OCS – WIRE SPLICE & CONTACT BRIDGE ASSEMBLIES – DETAIL	2019-01-28
CPG_FWL502_E5420	LINEWIDE SYSTEMS – OCS – CANTENARY HANGERS AND SUSPENSION ASSEMBLIES – DETAIL	2019-01-28
CPG_FWL502_E5421	LINEWIDE SYSTEMS – OCS – LIGHTNING ARRESTORS AND CONNECTION - DETAIL	2019-01-28
CPG_FWL502_E5423	LINEWIDE SYSTEMS – OCS – STEADY ARM - DETAIL	2019-01-28
CPG_FWL502_E5424	LINEWIDE SYSTEMS – OCS – CROSS PLAN DETAIL	2019-01-28
CPG_FWL502_E5425	LINEWIDE SYSTEMS – OCS – FIXING SUPPORT – DETAIL	2019-01-28
CPG_FWL502_E5426	LINEWIDE SYSTEMS – OCS – WALL ANCHORING – DETAIL	2019-01-28

Document No.	Package NAME	Page No.
RFQ-SCC-50-04	Overhead Catenary System (OCS)	Page 24 of 36



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

CPG_FWL502_E5428	LINEWIDE SYSTEMS – OCS – OCS FEEDER ASSEMBLIES – DETAIL	2019-01-28
CPG_FWL502_E5429	LINEWIDE SYSTEMS – OCS – BYPASS DISCONNECT SWITCH ASSEMBLY AND TYPE – DETAIL	2019-01-28
CPG_FWL502_E5430	LINEWIDE SYSTEMS – OCS – OCS VOLTAGE PRESENCE INDICATOR - DETAIL	2019-01-28
CPG_FWL502_E5431	LINEWIDE SYSTEMS – OCS – TYPICAL POLE – DETAIL	2019-01-28
CPG_FWL502_E5440	LINEWIDE SYSTEMS – OCS – EARTHING AND BONDING - DETAIL	2019-01-28
CPG_FWL502_E0000	FINCH WEST MSF – OCS – COVER SHEET	2019-03-11
CPG_FWL502_E0001	FINCH WEST MSF – OCS – LIST OF DRAWINGS	2019-03-11
CPG_FWL502_E0002	FINCH WEST MSF – OCS – GENERAL NOTES	2019-03-11
CPG_FWL502_E0003	FINCH WEST MSF – OCS – SYMBOLOGY	2019-03-11
CPG_FWL502_E0100	FINCH WEST MSF – OCS – SECTIONALIZATION – DIAGRAM	2019-03-11
CPG_FWL502_E0120	FINCH WEST MSF – OCS – OUTDOOR LV AND CONTROL CABLING – SCHEDULE	2019-03-11
CPG_FWL502_E0121	FINCH WEST MSF – OCS – OUTDOOR 750 DC CABLING - SCHEDULE	2019-03-11
CPG_FWL502_E0200	FINCH WEST MSF – OCS – YARD POLES – GENERAL LAYOUT	2019-03-11
CPG_FWL502_E0201	FINCH WEST MSF – OCS – YARD POLES – LAYOUT PLAN 1 OF 4	2019-03-11
CPG_FWL502_E0202	FINCH WEST MSF – OCS – YARD POLES – LAYOUT PLAN 2 OF 4	2019-03-11
CPG_FWL502_E0203	FINCH WEST MSF – OCS – YARD POLES – LAYOUT PLAN 3 OF 4	2019-03-11
CPG_FWL502_E0204	FINCH WEST MSF – OCS – YARD POLES – LAYOUT PLAN 4 OF 4	2019-03-11
CPG_FWL502_E0210	FINCH WEST MSF – OCS – WORKSHOP SUPPORTS – LAYOUT PLAN	2019-03-11
CPG_FWL502_E0220	FINCH WEST MSF – OCS – WORKSHOP SWITCH DISCONNECTORS – LAYOUT PLANT	2019-03-11
CPG_FWL502_E0221	FINCH WEST MSF – OCS – WORKSHOP QUICK CONNECT LRV PLUG – LAYOUT PLANT	2019-03-11
CPG_FWL502_E0222	FINCH WEST MSF – OCS – INDOOR LV AND CONTROL CABLING – SCHEDULE	2019-03-11
CPG_FWL502_E0223	FINCH WEST MSF – OCS – INDOOR 750 DC CABLING – SCHEDULE	2019-03-11
CPG_FWL502_E0250	FINCH WEST MSF – OCS – DC SWITCHGEAR ROOM – LAYOUT PLAN	2019-03-11
CPG_FWL502_E0251	FINCH WEST MSF – OCS – DC DISCONNECT SWITCHES – SCHEME	2019-03-11
CPG_FWL502_E0252	FINCH WEST MSF – OCS – DC DISCONNECT SWITCH CONTROL - SCHEME	2019-03-11
CPG_FWL502_E0280	FINCH WEST MSF – OCS – SHOP DISCONNECTORS INTERLOCKING - SCHEME	2019-03-11
CPG_FWL502_E0300	FINCH WEST MSF – OCS – YARD WIRING – LAYOUT PLAN	2019-03-11
CPG_FWL502_E0350	FINCH WEST MSF – OCS – EARTHING AND BONDING - SCHEME	2019-03-11
CPG_FWL502_E0351	FINCH WEST MSF – OCS – EARTHING AND BONDING – DETAIL	2019-03-11
CPG_FWL502_E0352	FINCH WEST MSF – OCS – EARTHING AND BONDING – BONDING POINTS LAYOUT PLAN	2019-03-11
CPG_FWL502_E0400	FINCH WEST MSF – OCS – TYPICAL POLE – DETAIL	2019-03-11
CPG_FWL502_E0405	FINCH WEST MSF – OCS – TYPICAL CENTRAL POLE – SECTIONAL DETAIL	2019-03-11
CPG_FWL502_E0406	FINCH WEST MSF – OCS – TYPICAL LATERAL POLES – SECTIONAL DETAIL	2019-03-11
CPG_FWL502_E0407	FINCH WEST MSF – OCS – TYPICAL LATERAL POLES – SINGLE TRACK SECTION DETAIL	2019-03-11
CPG_FWL502_E0410	FINCH WEST MSF – OCS – TYPICAL CROSSPAN – SECTION DETAIL	2019-03-11
CPG_FWL502_E0411	FINCH WEST MSF – OCS – TYPICAL HEADSPAN – SECTION DETAIL	2019-03-11
CPG_FWL502_E0412	FINCH WEST MSF – OCS – TYPICAL WIRE PULL OFF – SECTION DETAIL	2019-03-11
CPG_FWL502_E0420	FINCH WEST MSF – OCS – TYPICAL SHOP SUPPORT – SECTION DETAIL	2019-03-11
CPG_FWL502_E0430	FINCH WEST MSF – OCS – DOOR BRIDGE - DETAIL	2019-03-11
CPG_FWL502_E0450	FINCH WEST MSF – OCS – TYPICAL OUTDOOR DISCONNECTOR SWITCH - DETAIL	2019-03-11
CPG_FWL502_S9010	FINCH WEST MSF – OCS – OCS PILE FOUNDATION – NOTES	2019-03-11
CPG_FWL502_S9021	FINCH WEST MSF – OCS – OCS PILE FOUNDATION – DETAILS	2019-03-11
CPG_FWL502_S9301	FINCH WEST MSF – OCS – OCS PILE FOUNDATION- MASTER SCHEDULE 1	2019-03-11
CPG_FWL502_S9302	FINCH WEST MSF – OCS – OCS PILE FOUNDATION – MASTER SCHEDULE 2	2019-03-11
CPG_FWL502_E2000	ROUTE WORKS – PART A – OCS – COVER PAGE	2019-04-11

Document No.	Package NAME	Page No.
RFQ-SCC-50-04	Overhead Catenary System (OCS)	Page 25 of 36



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

CPG_FWL502_E2001	ROUTE WORKS – PART A – OCS – LIST OF DRAWINGS	2019-04-11
CPG_FWL502_E2002	ROUTE WORKS – PART A – OCS – GENERAL NOTES	2019-04-11
CPG_FWL502_E2003	ROUTE WORKS – PART A – OCS – SYMBOLOGY	2019-04-11
CPG_FWL502_E2200	ROUTE WORKS – PART A – OCS – MAIN LINE POLES – LAYOUT PLAN 1 OF 4	2019-04-11
CPG_FWL502_E2201	ROUTE WORKS – PART A – OCS – MAIN LINE POLES – LAYOUT PLAN 2 OF 4	2019-04-11
CPG_FWL502_E2202	ROUTE WORKS – PART A – OCS – MAIN LINE POLES – LAYOUT PLAN 3 OF 4	2019-04-11
CPG_FWL502_E2203	ROUTE WORKS – PART A – OCS – MAIN LINE POLES – LAYOUT PLAN 4 OF 4	2019-04-11
CPG_FWL502_E2300	ROUTE WORKS – PART A – OCS – WIRING PLAN – SCHEDULE	2019-04-11
CPG_FWL502_E2400	ROUTE WORKS – PART A – OCS – AT GRADE POLE SUPPORT – SECTION DETAIL	2019-04-11
CPG_FWL502_E2140	ROUTE WORKS – PART A – OCS – U-WALL SECTION SUPPORT – SECTION DETAIL	2019-04-11
CPG_FWL502_E2411	ROUTE WORKS – PART A – OCS – UNDERGROUND STOP SUPPORT – SECTION DETAIL	2019-04-11
CPG_FWL502_E2412	ROUTE WORKS – PART A – OCS – HWY 27 UNDERPASS – SECTION DETAIL	2019-04-11
CPG_FWL502_E3000	ROUTE WORKS – PART B – OCS – COVER PAGE	2019-04-11
CPG_FWL502_E3001	ROUTE WORKS – PART B – OCS – LIST OF DRAWINGS	2019-04-11
CPG_FWL502_E3002	ROUTE WORKS – PART B – OCS – GENERAL NOTES	2019-04-11
CPG_FWL502_E3003	ROUTE WORKS – PART B – OCS – SYMBOLOGY	2019-04-11
CPG_FWL502_E3200	ROUTE WORKS – PART B – OCS – MAIN LINE POLES – LAYOUT PLAN 1 OF 7	2019-04-11
CPG_FWL502_E3201	ROUTE WORKS – PART B – OCS – MAIN LINE POLES – LAYOUT PLAN 2 OF 7	2019-04-11
CPG_FWL502_E3202	ROUTE WORKS – PART B – OCS – MAIN LINE POLES – LAYOUT PLAN 3 OF 7	2019-04-11
CPG_FWL502_E3203	ROUTE WORKS – PART B – OCS – MAIN LINE POLES – LAYOUT PLAN 4 OF 7	2019-04-11
CPG_FWL502_E3204	ROUTE WORKS – PART B – OCS – MAIN LINE POLES – LAYOUT PLAN 5 OF 7	2019-04-11
CPG_FWL502_E3205	ROUTE WORKS – PART B – OCS – MAIN LINE POLES – LAYOUT PLAN 6 OF 7	2019-04-11
CPG_FWL502_E3206	ROUTE WORKS – PART B – OCS – MAIN LINE POLES – LAYOUT PLAN 7 OF 7	2019-04-11
CPG_FWL502_E3300	ROUTE WORKS – PART B – OCS – WIRING PLAN – SCHEDULE	2019-04-11
CPG_FWL502_E3400	ROUTE WORKS – PART B – OCS – TYPICAL CENTRAL STOP SUPPORT – SECTION DETAIL	2019-04-11
CPG_FWL502_E3401	ROUTE WORKS – PART B – OCS – FARR AVE. PED. BRIDGE. – SECTION DETAIL	2019-04-11
CPG_FWL502_E4000	ROUTE WORKS – PART C – OCS – COVER PAGE	2019-02-07
CPG_FWL502_E4001	ROUTE WORKS – PART C – OCS – LIST OF DRAWINGS	2019-02-07
CPG_FWL502_E4002	ROUTE WORKS – PART C – OCS – GENERAL NOTES	2019-02-07
CPG_FWL502_E4003	ROUTE WORKS – PART C – OCS – SYMBOLOGY	2019-02-07
CPG_FWL502_E4200	ROUTE WORKS – PART C – OCS – MAIN LINE POLES – LAYOUT PLAN 1 OF 10	2019-02-07
CPG_FWL502_E4201	ROUTE WORKS – PART C – OCS – MAIN LINE POLES – LAYOUT PLAN 2 OF 10	2019-02-07
CPG_FWL502_E4202	ROUTE WORKS – PART C – OCS – MAIN LINE POLES – LAYOUT PLAN 3 OF 10	2019-02-07
CPG_FWL502_E4203	ROUTE WORKS – PART C – OCS – MAIN LINE POLES – LAYOUT PLAN 4 OF 10	2019-02-07
CPG_FWL502_E4204	ROUTE WORKS – PART C – OCS – MAIN LINE POLES – LAYOUT PLAN 5 OF 10	2019-02-07
CPG_FWL502_E4205	ROUTE WORKS – PART C – OCS – MAIN LINE POLES – LAYOUT PLAN 6 OF 10	2019-02-07
CPG_FWL502_E4206	ROUTE WORKS – PART C – OCS – MAIN LINE POLES – LAYOUT PLAN 7 OF 10	2019-02-07
CPG_FWL502_E4207	ROUTE WORKS – PART C – OCS – MAIN LINE POLES – LAYOUT PLAN 8 OF 10	2019-02-07
CPG_FWL502_E4208	ROUTE WORKS – PART C – OCS – MAIN LINE POLES – LAYOUT PLAN 9 OF 10	2019-02-07
CPG_FWL502_E4209	ROUTE WORKS – PART C – OCS – MAIN LINE POLES – LAYOUT PLAN 10 OF 10	2019-02-07
CPG_FWL502_E4400	ROUTE WORKS – PART C – OCS – CPR BRIDGE – SECTION DETAIL	2019-02-07
CPG_FWL502_E4401	ROUTE WORKS – PART C – OCS – PEARLDALE STOP – SECTION DETAIL	2019-02-07
CPG_FWL502_E1000	ROUTE WORKS – PART D – OCS – COVER PAGE	2019-01-28
CPG_FWL502_E1001	ROUTE WORKS – PART D – OCS – LIST OF DRAWINGS	2019-01-28
CPG_FWL502_E1002	ROUTE WORKS – PART D – OCS – GENERAL NOTES	2019-01-28
CPG_FWL502_E1003	ROUTE WORKS – PART D – OCS – SYMBOLOGY	2019-01-28
CPG_FWL502_E1200	ROUTE WORKS – PART D – OCS – MAIN LINE POLES LAYOUT PLAN 1 OF 13	2019-01-28
CPG_FWL502_E1201	ROUTE WORKS – PART D – OCS – MAIN LINE POLES LAYOUT PLAN 2 OF 13	2019-01-28

Document No.	Package NAME	Page No.
RFQ-SCC-50-04	Overhead Catenary System (OCS)	Page 26 of 36



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

CPG_FWL502_E1202	ROUTE WORKS – PART D – OCS – MAIN LINE POLES LAYOUT PLAN 3 OF 13	2019-01-28
CPG_FWL502_E1203	ROUTE WORKS – PART D – OCS – MAIN LINE POLES LAYOUT PLAN 4 OF 13	2019-01-28
CPG_FWL502_E1204	ROUTE WORKS – PART D – OCS – MAIN LINE POLES LAYOUT PLAN 5 OF 13	2019-01-28
CPG_FWL502_E1205	ROUTE WORKS – PART D – OCS – MAIN LINE POLES LAYOUT PLAN 6 OF 13	2019-01-28
CPG_FWL502_E1206	ROUTE WORKS – PART D – OCS – MAIN LINE POLES LAYOUT PLAN 7 OF 13	2019-01-28
CPG_FWL502_E1207	ROUTE WORKS – PART D – OCS – MAIN LINE POLES LAYOUT PLAN 8 OF 13	2019-01-28
CPG_FWL502_E1208	ROUTE WORKS – PART D – OCS – MAIN LINE POLES LAYOUT PLAN 9 OF 13	2019-01-28
CPG_FWL502_E1209	ROUTE WORKS – PART D – OCS – MAIN LINE POLES LAYOUT PLAN 10 OF 13	2019-01-28
CPG_FWL502_E1210	ROUTE WORKS – PART D – OCS – MAIN LINE POLES LAYOUT PLAN 11 OF 13	2019-01-28
CPG_FWL502_E1211	ROUTE WORKS – PART D – OCS – MAIN LINE POLES LAYOUT PLAN 12 OF 13	2019-01-28
CPG_FWL502_E1212	ROUTE WORKS – PART D – OCS – MAIN LINE POLES LAYOUT PLAN 13 OF 13	2019-01-28
CPG_FWL502_E1300	ROUTE WORKS – PART D – OCS – WIRING PLAN - SCHEDULE	2019-01-28
CPG_FWL502_E1410	ROUTE WORKS – PART D – OCS – TYPICAL UNDERGROUND SUPPORTS – DETAIL	2019-01-28
CPG_FWL502_E1420	ROUTE WORKS – PART D – OCS – SUPPORTS IN EXISTING STRUCTURES – DETAIL	2019-01-28
CPG_FWL502_E1430	ROUTE WORKS – PART D – OCS – TYPICAL SECTION OCS - DETAIL	2019-01-28
CPG_FWL502_E5440	LINEWIDE SYSTEMS – OCS – EARTHING AND BONDING - DETAIL	2019-05-07
CPG_FWL502_E5431	LINEWIDE SYSTEMS – OCS – TYPICAL POLE – DETAIL	2019-05-07
CPG_FWL502_E5430	LINEWIDE SYSTEMS – OCS – OCS VOLTAGE PRESENCE INDICATOR - DETAIL	2019-05-07
CPG_FWL502_E5429	LINEWIDE SYSTEMS – OCS – BYPASS DISCONNECT SWITCH ASSEMBLY AND TYPE – DETAIL	2019-05-07
CPG_FWL502_E5428	LINEWIDE SYSTEMS – OCS – OCS FEEDER ASSEMBLIES – DETAIL	2019-05-07
CPG_FWL502_E5426	LINEWIDE SYSTEMS – OCS – WALL ANCHORING – DETAIL	2019-05-07
CPG_FWL502_E5425	LINEWIDE SYSTEMS – OCS – FIXING SUPPORT – DETAIL	2019-05-07
CPG_FWL502_E5424	LINEWIDE SYSTEMS – OCS – CROSS PLAN DETAIL	2019-05-07
CPG_FWL502_E5423	LINEWIDE SYSTEMS – OCS – STEADY ARM - DETAIL	2019-05-07
CPG_FWL502_E5421	LINEWIDE SYSTEMS – OCS – LIGHTNING ARRESTORS AND CONNECTION - DETAIL	2019-05-07
CPG_FWL502_E5420	LINEWIDE SYSTEMS – OCS – CANTENARY HANGERS AND SUSPENSION ASSEMBLIES – DETAIL	2019-05-07
CPG_FWL502_E5419	LINEWIDE SYSTEMS – OCS – WIRE SPLICE & CONTACT BRIDGE ASSEMBLIES – DETAIL	2019-05-07
CPG_FWL502_E5418	LINEWIDE SYSTEMS – OCS – SECTION INSULATOR HARDWARE TYPE - DETAIL	2019-05-07
CPG_FWL502_E5417	LINEWIDE SYSTEMS – OCS – MOUNTING DETAILS IN THE TUNNELS (WITH CALCS) – SCHEDULE	2019-05-07
CPG_FWL502_E5416	LINEWIDE SYSTEMS – OCS – FIXED TERMINATION ASSEMBLIES – DETAIL	2019-05-07
CPG_FWL502_E5415	LINEWIDE SYSTEMS – OCS – BALANCE WEIGHT ASSEMBLY (WITH CALCS) – SCHEDULE	2019-05-07
CPG_FWL502_E5414	LINEWIDE SYSTEMS – OCS – MIDPOINT ANCHOR ASSEMBLIES – DETAIL	2019-05-07
CPG_FWL502_E5413	LINEWIDE SYSTEMS – OCS – DOWNGUY AND HEADGUY ASSEMBLIES -DETAIL	2019-05-07
CPG_FWL502_E5412	LINEWIDE SYSTEMS – OCS – HEADSPAN ASSEMBLIES (WITH CALCULATIONS) - SCHEDULE	2019-05-07
CPG_FWL502_E5411	LINEWIDE SYSTEMS – OCS – PULL OFF AND PUSH OFF CANTILEVERS (WITH CALCS) - DETAIL	2019-05-07
CPG_FWL502_E5410	LINEWIDE SYSTEMS – OCS – FEEDER AND JUMPER - DETAIL	2019-05-07
CPG_FWL502_E5409	LINEWIDE SYSTEMS – OCS - TYPICAL CROSSOVER ARRANGEMENT - DETAIL	2019-05-07
CPG_FWL502_E5408	LINEWIDE SYSTEMS – OCS – TYPICAL OVERLAP ARRANGEMENT - DETAIL	2019-05-07
CPG_FWL502_E5407	LINEWIDE SYSTEMS – OCS – TYPICAL ARRANGEMENTS IN MAIN LINE - DETAIL	2019-05-07

Document No.	Package NAME	Page No.
RFQ-SCC-50-04	Overhead Catenary System (OCS)	Page 27 of 36



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

CPG_FWL502_E5406	LINEWIDE SYSTEMS – OCS – CLEARANCES UNDER BRIDGES AND STRUCTURES (WITH CALCS) - SCHEDULE	2019-05-07
CPG_FWL502_E5405	LINEWIDE SYSTEMS – OCS – REVENUE VEHICLES PANTOGRAPH CLEARANCE - DETAIL	2019-05-07
CPG_FWL502_E5404	LINEWIDE SYSTEMS – OCS – CATENARY TYPOLOGY – SCHEME	2019-05-07
CPG_FWL502_E5403	LINEWIDE SYSTEMS – OCS – HANGER LENGTHS - SCHEDULES	2019-05-07
CPG_FWL502_E5402	LINEWIDE SYSTEMS – OCS – LOADING TABLES – SCHEDULES	2019-05-07
CPG_FWL502_E5401	LINEWIDE SYSTEMS – OCS – TYPICAL TENSION AND SAGS - SCHEDULE	2019-05-07
CPG_FWL502_E5400	LINEWIDE SYSTEMS – OCS – CONDUCTOR PARTICULARS - SCHEDULE	2019-05-07
CPG_FWL502_E5120	LINEWIDE SYSTEMS – OCS – SECTIONALIZATION CONTROL - SCHEME	2019-05-07
CPG_FWL502_E5110	LINEWIDE SYSTEMS – OCS – OVERLAP AND TENSION LENGTHS - SCHEDULE	2019-05-07
CPG_FWL502_E5100	LINEWIDE SYSTEMS – OCS – LINE SECTIONALIZATION - DIAGRAM	2019-05-07
CPG_FWL502_E5003	LINEWIDE SYSTEMS – OCS - SYMBOLOGY	2019-05-07
CPG_FWL502_E5002	LINEWIDE SYSTEMS – OCS – GENERAL NOTES	2019-05-07
CPG_FWL502_E5001	LINEWIDE SYSTEMS – OCS – LIST OF DRAWINGS	2019-05-07
CPG_FWL502_E5000	LINEWIDE SYSTEMS – OCS – COVER PAGE	N/A
CPG_FWL502_E0450	FINCH WEST MSF – OCS – TYPICAL OUTDOOR DISCONNECTOR SWITCH - DETAIL	2019-03-11
CPG_FWL502_E0430	FINCH WEST MSF – OCS – DOOR BRIDGE - DETAIL	2019-03-11
CPG_FWL502_E0420	FINCH WEST MSF – OCS – TYPICAL SHOP SUPPORT – SECTION DETAIL	2019-03-11
CPG_FWL502_E0412	FINCH WEST MSF – OCS – TYPICAL WIRE PULL OFF – SECTION DETAIL	2019-03-11
CPG_FWL502_E0411	FINCH WEST MSF – OCS – TYPICAL HEADSPAN – SECTION DETAIL	2019-03-11
CPG_FWL502_E0410	FINCH WEST MSF – OCS – TYPICAL CROSSPAN – SECTION DETAIL	2019-03-11
CPG_FWL502_E0407	FINCH WEST MSF – OCS – TYPICAL LATERAL POLES – SINGLE TRACK SECTION DETAIL	2019-03-11
CPG_FWL502_E0406	FINCH WEST MSF – OCS – TYPICAL LATERAL POLES – SECTIONAL DETAIL	2019-03-11
CPG_FWL502_E0405	FINCH WEST MSF – OCS – TYPICAL CENTRAL POLE – SECTIONAL DETAIL	2019-03-11
CPG_FWL502_E0400	FINCH WEST MSF – OCS – TYPICAL POLE – DETAIL	2019-03-11
CPG_FWL502_E0352	FINCH WEST MSF – OCS – EARTHING AND BONDING – BONDING POINTS LAYOUT PLAN	2019-03-11
CPG_FWL502_E0351	FINCH WEST MSF – OCS – EARTHING AND BONDING – DETAIL	2019-03-11
CPG_FWL502_E0350	FINCH WEST MSF – OCS – EARTHING AND BONDING - SCHEME	2019-03-11
CPG_FWL502_E0300	FINCH WEST MSF – OCS – YARD WIRING – LAYOUT PLAN	2019-03-11
CPG_FWL502_E0280	FINCH WEST MSF – OCS – SHOP DISCONNECTORS INTERLOCKING - SCHEME	2019-03-11
CPG_FWL502_E0252	FINCH WEST MSF – OCS – DC DISCONNECT SWITCH CONTROL - SCHEME	2019-03-11
CPG_FWL502_E0251	FINCH WEST MSF – OCS – DC DISCONNECT SWITCHES – SCHEME	2019-03-11
CPG_FWL502_E0250	FINCH WEST MSF – OCS – DC SWITCHGEAR ROOM – LAYOUT PLAN	2019-03-11
CPG_FWL502_E0223	FINCH WEST MSF – OCS – INDOOR 750 DC CABLING – SCHEDULE	2019-03-11
CPG_FWL502_E0222	FINCH WEST MSF – OCS – INDOOR LV AND CONTROL CABLING – SCHEDULE	2019-03-11
CPG_FWL502_E0221	FINCH WEST MSF – OCS – WORKSHOP QUICK CONNECT LRV PLUG – LAYOUT PLAN	2019-03-11
CPG_FWL502_E0220	FINCH WEST MSF – OCS – WORKSHOP SWITCH DISCONNECTORS – LAYOUT PLAN	2019-03-11
CPG_FWL502_E0210	FINCH WEST MSF – OCS – WORKSHOP SUPPORTS – LAYOUT PLAN	2019-03-11

Document No.	Package NAME	Page No.
RFQ-SCC-50-04	Overhead Catenary System (OCS)	Page 28 of 36



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

CPG_FWL502_E0204	FINCH WEST MSF – OCS – YARD POLES – LAYOUT PLAN 4 OF 4	2019-03-11
CPG_FWL502_E0203	FINCH WEST MSF – OCS – YARD POLES – LAYOUT PLAN 3 OF 4	2019-03-11
CPG_FWL502_E0202	FINCH WEST MSF – OCS – YARD POLES – LAYOUT PLAN 2 OF 4	2019-03-11
CPG_FWL502_E0201	FINCH WEST MSF – OCS – YARD POLES – LAYOUT PLAN 1 OF 4	2019-03-11
CPG_FWL502_E0200	FINCH WEST MSF – OCS – YARD POLES – GENERAL LAYOUT	2019-03-11
CPG_FWL502_E0121	FINCH WEST MSF – OCS – OUTDOOR 750 DC CABLING - SCHEDULE	2019-03-11
CPG_FWL502_E0120	FINCH WEST MSF – OCS – OUTDOOR LV AND CONTROL CABLING – SCHEDULE	2019-03-11
CPG_FWL502_E0100	FINCH WEST MSF – OCS – SECTIONALIZATION – DIAGRAM	2019-03-11
CPG_FWL502_E0003	FINCH WEST MSF – OCS – SYMBOLOGY	2019-03-11
CPG_FWL502_E0002	FINCH WEST MSF – OCS – GENERAL NOTES	2019-03-11
CPG_FWL502_E0001	FINCH WEST MSF – OCS – LIST OF DRAWINGS	2019-03-11
CPG_FWL502_E0000	FINCH WEST MSF – OCS – COVER SHEET	2019-03-11
CPG_FWL100_S9302	FINCH WEST MSF – OCS – OCS PILE FOUNDATION – MASTER SCHEDULE 2	2019-03-11
CPG_FWL100_S9301	FINCH WEST MSF – OCS – OCS PILE FOUNDATION- MASTER SCHEDULE 1	2019-03-11
CPG_FWL100_S9021	FINCH WEST MSF – OCS – OCS PILE FOUNDATION – DETAILS	2019-03-11
CPG_FWL100_S9010	FINCH WEST MSF – OCS – OCS PILE FOUNDATION – NOTES	2019-03-11
CPG_FWL280_S0000	ROUTE WORKS – PART D – OCS FOUNDATIONS – COVER SHEET	D
CPG_FWL280_S0001	ROUTE WORKS – PART D – OCS FOUNDATIONS – INDEX SHEET	D
CPG_FWL280_S0101	ROUTE WORKS – PART D – OCS FOUNDATIONS – GENERAL NOTES	D
CPG_FWL280_S2001	ROUTE WORKS – PART D – OCS FOUNDATIONS OCS PILE FOUNDATION DETAILS	D
CPG_FWL280_S3001	ROUTE WORKS – PART D – OCS FOUNDATIONS – FOUNDATION MASTER SCHEDULE 1	D
CPG_FWL280_S3002	ROUTE WORKS – PART D – OCS FOUNDATIONS – FOUNDATION MASTER SCHEDULE 2	D
CPG_FWL280_E0000	ROUTE WORKS – PART D – ELECTRICAL – DUCT BANKS COVER SHEET	D
CPG_FWL280_E0001	ROUTE WORKS – PART D – ELECTRICAL – DUCT BANKS DRAWING INDEX	D
CPG_FWL280_E0301	ROUTE WORKS – PART D – ELECTRICAL – DUCT BANKS RISER DIAGRAM	D
CPG_FWL280_E0701	ROUTE WORKS – PART D – ELECTRICAL – DUCT BANKS DETAILS	D
CPG_FWL280_E0702	ROUTE WORKS – PART D – ELECTRICAL – DUCT BANKS DETAILS	D
CPG_FWL280_E0703	ROUTE WORKS – PART D – ELECTRICAL – DUCT BANKS DETAILS	D
CPG_FWL280_E0704	ROUTE WORKS – PART D – ELECTRICAL – DUCT BANKS DETAILS	D
CPG_FWL280_E0705	ROUTE WORKS – PART D – ELECTRICAL – DUCT BANKS DETAILS	D
CPG_FWL280_E0706	ROUTE WORKS – PART D – ELECTRICAL – DUCT BANKS DETAILS	D
CPG_FWL280_E0707	ROUTE WORKS – PART D – ELECTRICAL – DUCT BANKS DETAILS	D
CPG_FWL280_E0708	ROUTE WORKS – PART D – ELECTRICAL – DUCT BANKS DETAILS	D
CPG_FWL280_E0709	ROUTE WORKS – PART D – ELECTRICAL – DUCT BANKS DETAILS	D
CPG_FWL280_E0710	ROUTE WORKS – PART D – ELECTRICAL – DUCT BANKS DETAILS	D
CPG_FWL280_E0711	ROUTE WORKS – PART D – ELECTRICAL – DUCT BANKS DETAILS	D
CPG_FWL280_E0712	ROUTE WORKS – PART D – ELECTRICAL – DUCT BANKS PARTIAL PLAN	D
CPG_FWL280_E0713	ROUTE WORKS – PART D – ELECTRICAL – DUCT BANKS SECTION	D
CPG_FWL280_E0714	ROUTE WORKS – PART D – ELECTRICAL – DUCT BANKS SECTION	D
CPG_FWL280_E0715	ROUTE WORKS – PART D – ELECTRICAL – DUCT BANKS SECTION	D

Document No.	Package NAME	Page No.
RFQ-SCC-50-04	Overhead Catenary System (OCS)	Page 29 of 36



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

CPG_FWL280_E0716	ROUTE WORKS – PART D – ELECTRICAL – DUCT BANKS DETAILS	D
CPG_FWL280_E0717	ROUTE WORKS – PART D – ELECTRICAL – DUCT BANKS DETAILS	D
CPG_FWL280_E0718	ROUTE WORKS – PART D – ELECTRICAL – DUCT BANKS SCHEDULE	D
CPG_FWL280_E0719	ROUTE WORKS – PART D – ELECTRICAL – DUCT BANKS SCHEDULE	D
CPG_FWL280_E3001	ROUTE WORKS – PART D – ELECTRICAL – DUCT BANKS PLAN AND PROFILE – STA D 115+000 TO 115+300	D
CPG_FWL280_E2002	ROUTE WORKS – PART D – ELECTRICAL – DUCT BANKS PLAN AND PROFILE - STA 115+300 TO 115+600	D
CPG_FWL280_E3003	ROUTE WORKS – PART D – ELECTRICAL – DUCT BANKS PLAN AND PROFILE – STA 115+600 TO 115+900	D
CPG_FWL280_E3004	ROUTE WORKS – PART D – ELECTRICAL – DUCT BANKS PLAN AND PROFILE – STA 115+900 TO 116+200	D
CPG_FWL280_E3005	ROUTE WORKS – PART D – ELECTRICAL – DUCT BANKS PLAN AND PROFILE – STA 116+200 TO 116+500	D
CPG_FWL280_E3006	ROUTE WORKS – PART D – ELECTRICAL – DUCT BANKS PLAN AND PROFILE – STA 116+500 TO 116+800	D
CPG_FWL280_E3007	ROUTE WORKS – PART D – ELECTRICAL – DUCT BANKS PLAN AND PROFILE – STA 116+800 TO 117+100	D
CPG_FWL280_E3008	ROUTE WORKS – PART D – ELECTRICAL – DUCT BANKS PLAN AND PROFILE – STA 117+100 TO 117+400	D
CPG_FWL280_E3009	ROUTE WORKS – PART D – ELECTRICAL – DUCT BANKS PLAN AND PROFILE – STA 117+400 TO 117+700	D
CPG_FWL280_E3010	ROUTE WORKS – PART D – ELECTRICAL – DUCT BANKS PLAN AND PROFILE – STA 117+700 TO 118+000	D
CPG_FWL280_E3011	ROUTE WORKS – PART D – ELECTRICAL – DUCT BANKS PLAN AND PROFILE – STA 118+000 TO 118+300	D
CPG_FWL280_E3012	ROUTE WORKS – PART D – ELECTRICAL – DUCT BANKS PLAN AND PROFILE – STA 118+300 TO 118+600	D
CPG_FWL280_E3013	ROUTE WORKS – PART D – ELECTRICAL – DUCT BANKS PLAN AND PROFILE – STA 118+600 TO 118+900	D
CPG_FWL280_E3014	ROUTE WORKS – PART D – ELECTRICAL – DUCT BANKS PLAN AND PROFILE – STA 118+900 TO 119+200	D
CPG_FWL260_E0000	ROUTE WORKS – PART C – ELECTRICAL – DUCT BANKS COVER SHEET	2019-05-01
CPG_FWL260_E0001	ROUTE WORKS – PART C – ELECTRICAL – DUCT BANKS DRAWING INDEX	2019-05-01
CPG_FWL260_E0301	ROUTE WORKS – PART C – ELECTRICAL – DUCT BANKS RISER DIAGRAM	2019-05-01
CPG_FWL260_E0701	ROUTE WORKS – PART C – ELECTRICAL – DUCT BANKS DETAILS	2019-05-01
CPG_FWL260_E0702	ROUTE WORKS – PART C – ELECTRICAL – DUCT BANKS DETAILS	2019-05-01
CPG_FWL260_E0703	ROUTE WORKS – PART C – ELECTRICAL – DUCT BANKS DETAILS	2019-05-01
CPG_FWL260_E0704	ROUTE WORKS – PART C – ELECTRICAL – DUCT BANKS DETAILS	2019-05-01
CPG_FWL260_E0705	ROUTE WORKS – PART C – ELECTRICAL – DUCT BANKS HUMBER BRIDGE TYPICAL DETAILS	2019-05-01
CPG_FWL260_E0706	ROUTE WORKS – PART C – ELECTRICAL – DUCT BANKS DETAILS	2019-05-01
CPG_FWL260_E0707	ROUTE WORKS – PART C – ELECTRICAL – DUCT BANKS DETAILS	2019-05-01
CPG_FWL260_E0708	ROUTE WORKS – PART C – ELECTRICAL – DUCT BANKS DETAILS	2019-05-01
CPG_FWL260_E0709	ROUTE WORKS – PART C – ELECTRICAL – DUCT BANKS DETAILS	2019-05-01
CPG_FWL260_E0710	ROUTE WORKS – PART C – ELECTRICAL – DUCT BANKS PARTIAL PLAN	2019-05-01
CPG_FWL260_E0711	ROUTE WORKS – PART C – ELECTRICAL – DUCT BANKS PULL PIT DETAILS	2019-05-01

Document No.	Package NAME	Page No.
RFQ-SCC-50-04	Overhead Catenary System (OCS)	Page 30 of 36



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

CPG_FWL260_E0712	ROUTE WORKS – PART C – ELECTRICAL – DUCT BANKS MANHOLE DETAILS	2019-05-01
CPG_FWL260_E0713	ROUTE WORKS – PART C – ELECTRICAL – DUCT BANKS UTILITY CLEARANCE REQUIREMENTS	2019-05-01
CPG_FWL260_E0714	ROUTE WORKS – PART C – ELECTRICAL – DUCT BANKS SECTIONS SHEET 1	2019-05-01
CPG_FWL260_E3001	ROUTE WORKS – PART C – ELECTRICAL – DUCT BANKS PLAN AND PROFILE – STA C 210+000 TO 210+300	2019-05-01
CPG_FWL260_E3002	ROUTE WORKS – PART C – ELECTRICAL – DUCT BANKS PLAN AND PROFILE – STA C 210+300 TO 210+600	2019-05-01
CPG_FWL260_E3003	ROUTE WORKS – PART C – ELECTRICAL – DUCT BANKS PLAN AND PROFILE – STA C 210+600 TO 210+600 TO 210+900	2019-05-01
CPG_FWL260_E3004	ROUTE WORKS – PART C – ELECTRICAL – DUCT BANKS PLAN AND PROFILE – STA C 210+900 TO 211+200	2019-05-01
CPG_FWL260_E3005	ROUTE WORKS – PART C – ELECTRICAL – DUCT BANKS PLAN AND PROFILE – STA C 211+200 TO 211+500	2019-05-01
CPG_FWL260_E3006	ROUTE WORKS – PART C – ELECTRICAL – DUCT BANKS PLAN AND PROFILE – STA C 211+500 TO 211+800	2019-05-01
CPG_FWL260_E3007	ROUTE WORKS – PART C – ELECTRICAL – DUCT BANKS PLAN AND PROFILE – STA C 211+800 TO 212+100	2019-05-01
CPG_FWL260_E3008	ROUTE WORKS – PART C – ELECTRICAL – DUCT BANKS PLAN AND PROFILE – STA C 212+100 TO 212+400	2019-05-01
CPG_FWL260_E3009	ROUTE WORKS – PART C – ELECTRICAL – DUCT BANKS PLAN AND PROFILE – STA C 212+400 TO 212+700	2019-05-01
CPG_FWL260_E3010	ROUTE WORKS – PART C – ELECTRICAL – DUCT BANKS PLAN AND PROFILE – STA C 212+700 TO 213+000	2019-05-01
CPG_FWL260_E3011	ROUTE WORKS – PART C – ELECTRICAL – DUCT BANKS PLAN AND PROFILE – STA C 213+000 TO 213+220.261	2019-05-01
CPG_FWL240_E0000	ROUTE WORKS – PART B – ELECTRICAL – DUCT BANKS COVER SHEET	2019-04-02
CPG_FWL240_E0001	ROUTE WORKS – PART B – ELECTRICAL – DUCT BANKS DRAWING INDEX	2019-04-02
CPG_FWL240_E0301	ROUTE WORKS – PART B – ELECTRICAL – DUCT BANKS RISER DIAGRAM	2019-04-02
CPG_FWL240_E3001	ROUTE WORKS – PART B – ELECTRICAL – DUCT BANKS PLAN AND PROFILE STA B 205+00 TO STA B 205+300	2019-04-02
CPG_FWL240_E3002	ROUTE WORKS – PART B – ELECTRICAL – DUCT BANKS PLAN AND PROFILE STA B 205+300 TO STA B 205+600	2019-04-02
CPG_FWL240_E3003	ROUTE WORKS – PART B – ELECTRICAL – DUCT BANKS PLAN AND PROFILE STA B 205+600 TO STA B 205+900	2019-04-02
CPG_FWL240_E3004	ROUTE WORKS – PART B – ELECTRICAL – DUCT BANKS PLAN AND PROFILE STA B 205+900 TO STA 206+200	2019-04-02
CPG_FWL240_E3005	ROUTE WORKS – PART B – ELECTRICAL – DUCT BANKS PLAN AND PROFILE STA B 206+200 TO STA B 206+500	2019-04-02
CPG_FWL240_E3006	ROUTE WORKS – PART B – ELECTRICAL – DUCT BANKS PLAN AND PROFILE STA B 206+500 TO STA B 206+800	2019-04-02
CPG_FWL240_E3007	ROUTE WORKS – PART B – ELECTRICAL – DUCT BANKS PLAN AND PROFILE STA B 206+800 TO STB 207+100	2019-04-02
CPG_FWL240_E3008	ROUTE WORKS – PART B – ELECTRICAL – DUCT BANKS PLAN AND PROFILE STA B 207+100 TO 207+000	2019-04-02
CPG_FWL240_E0701	ROUTE WORKS – PART B – ELECTRICAL – DUCT BANKS DETAILS	2019-04-02
CPG_FWL240_E0702	ROUTE WORKS – PART B – ELECTRICAL – DUCT BANKS DETAILS	2019-04-02
CPG_FWL240_E0703	ROUTE WORKS – PART B – ELECTRICAL – DUCT BANKS DETAILS	2019-04-02
CPG_FWL240_E0704	ROUTE WORKS – PART B – ELECTRICAL – DUCT BANKS DETAILS	2019-04-02

Document No.	Package NAME	Page No.
RFQ-SCC-50-04	Overhead Catenary System (OCS)	Page 31 of 36



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

CPG_FWL240_E0705	ROUTE WORKS – PART B – ELECTRICAL – DUCT BANKS DETAILS	2019-04-02
CPG_FWL240_E0706	ROUTE WORKS – PART B – ELECTRICAL – DUCT BANKS DETAILS	2019-04-02
CPG_FWL240_E0707	ROUTE WORKS – PART B – ELECTRICAL – DUCT BANKS DETAILS	2019-04-02
CPG_FWL240_E0708	ROUTE WORKS – PART B – ELECTRICAL – DUCT BANKS DETAILS	2019-04-02
CPG_FWL240_E0709	ROUTE WORKS – PART B – ELECTRICAL – DUCT BANKS DETAILS	2019-04-02
CPG_FWL240_E0710	ROUTE WORKS – PART B – ELECTRICAL – DUCT BANKS PARTIAL PLANS	2019-04-02
CPG_FWL240_E0711	ROUTE WORKS – PART B – ELECTRICAL – DUCT BANKS PULL PIT DETAILS	2019-04-02
CPG_FWL240_E0712	ROUTE WORKS – PART B – ELECTRICAL – DUCT BANKS MANHOLE DETAILS	2019-04-02
CPG_FWL240_E0713	ROUTE WORKS – PART B – ELECTRICAL – DUCT BANKS UTILITY CLEARANCE REQUIREMENTS	2019-04-02
CPG_FWL220_E0000	ROUTE WORKS – PART A – ELECTRICAL – DUCT BANKS COVER SHEET	2019-03-26
CPG_FWL220_E0001	ROUTE WORKS – PART A – ELECTRICAL – DUCT BANKS DRAWING INDEX	2019-03-26
CPG_FWL220_E0301	ROUTE WORKS – PART A – ELECTRICAL – DUCT BANKS RISER DIAGRAM	2019-03-26
CPG_FWL220_E3001	ROUTE WORKS – PART A – ELECTRICAL – DUCT BANKS PLAN AND PROFILE – STA A 200+000 TO 200+300	2019-03-26
CPG_FWL220_E3002	ROUTE WORKS – PART A – ELECTRICAL – DUCT BANKS PLAN AND PROFILE – STA. A 200+300 TO 200+600	2019-03-26
CPG_FWL220_E3003	ROUTE WORKS – PART A – ELECTRICAL – DUCT BANKS PLAN AND PROFILE – STA.A 200+600 TO 200+900	2019-03-26
CPG_FWL220_E3004	ROUTE WORKS – PART A – ELECTRICAL – DUCT BANKS PLAN AND PROFILE – STA. A 200+900 TO 205+000	2019-03-26
CPG_FWL220_E0701	ROUTE WORKS – PART A – ELECTRICAL – DUCT BANKS DETAILS	2019-03-26
CPG_FWL220_E0702	ROUTE WORKS – PART A – ELECTRICAL – DUCT BANKS DETAILS	2019-03-26
CPG_FWL220_E0703	ROUTE WORKS – PART A – ELECTRICAL – DUCT BANKS DETAILS	2019-03-26
CPG_FWL220_E0704	ROUTE WORKS – PART A – ELECTRICAL – DUCT BANKS DETAILS	2019-03-26
CPG_FWL220_E0705	ROUTE WORKS – PART A – ELECTRICAL – DUCT BANKS DETAILS	2019-03-26
CPG_FWL220_E0706	ROUTE WORKS – PART A – ELECTRICAL – DUCT BANKS DETAILS	2019-03-26
CPG_FWL220_E0707	ROUTE WORKS – PART A – ELECTRICAL – DUCT BANKS DETAILS	2019-03-26
CPG_FWL220_E0708	ROUTE WORKS – PART A – ELECTRICAL – DUCT BANKS DETAILS	2019-03-26
CPG_FWL220_E0709	ROUTE WORKS – PART A – ELECTRICAL – DUCT BANKS DETAILS	2019-03-26
CPG_FWL220_E0710	ROUTE WORKS – PART A – ELECTRICAL – DUCT BANKS DETAILS	2019-03-26
CPG_FWL220_E0711	ROUTE WORKS – PART A – ELECTRICAL – DUCT BANKS HUMBER U WALL	2019-03-26
CPG_FWL220_E0712	ROUTE WORKS – PART A – ELECTRICAL – DUCT BANKS DETAILS	2019-03-26
CPG_FWL220_E0713	ROUTE WORKS – PART A – ELECTRICAL – DUCT BANKS PARTIAL PLAN	2019-03-26
CPG_FWL220_E0714	ROUTE WORKS – PART A – ELECTRICAL – DUCT BANKS PULL PIT DETAILS	2019-03-26
CPG_FWL220_E0715	ROUTE WORKS – PART A – ELECTRICAL – DUCT BANKS MANHOLE DETAILS	2019-03-26
CPG_FWL220_E0716	ROUTE WORKS – PART A – ELECTRICAL – DUCT BANKS UTILITY CLEARANCE REQUIREMENTS	2019-03-26

2.2 Technical Specifications

Document No.	Rev	Description/Title
Document No.	Package NAME	Page No.
RFQ-SCC-50-04	Overhead Catenary System (OCS)	Page 32 of 36



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

Policies		
General		PSOS
		Project Agreement
		Construction Contract
		Interface Agreement
Health & Safety Policy		
		2019 Environmental Health and Safety Construction Manual – Revised/Reviewed Jan 3,2019
Quality Policy		
TC-000-QUA-MAN-00001	Rev.05	Quality Manual
MTC-000-QUA-PLN-00007	Rev.04	Construction Quality Management Plan CQMP
MTC-000-QUA-PLN-00004	Rev.03	Design Quality Management Plan DQMP
MTC-QUA-PLN-00001	Rev.00D	Environmental Quality Management Plan (EQMP)
MTC-000-QUA-PLN-00002	Rev.04	Project Schedules Quality Management Plan (PSQMP)
MTC-000-QUA-PLN-00005	Rev.03	Traffic Quality Management Plan (TQMP)
MTC-000-QUA-PLN-00009	Rev.00V	Maintenance and Rehabilitation Quality Management Plan (MRQMP)
Commissioning		
Environmental Policy		
Document Control Policy		
Facilities Operation Plan		
Technical Specifications & Reports		
		Arup1-OCS-FRM-00002_TTC Declaration
		Arup1-OCS-LST-00020_DRAWING File List
		Arup1-OCS-LST-00021_Works Checklist
		Arup1-OCS-MTX-00004_Traceability
		Arup1-SYS-LST-00052_Transmittal
		Arup1-SYS-LST-00053_Document List
		Arup1-SYS-RPT-00013_ARU-502-CAL-Y-EO-C001
		Arup1-SYS-RPT-00014_ARU-502-RPT-Y-EO-C001
		MTC-OCS-CRR-00001
		MTC-OCS-CRR-00009_TTC
		Arup1-OCS-MTX-00001_Traceability
		Arup1-OCS-RPT-00002_ARU-220-RPT-Y-EO-B001
		MTC-OCS-CRR-00006_MX
		MTC-OCS-CRR-00007_TTC
		Arup1-OCS-MTX-00002_Traceability
		Arup1-OCS-RPT-00003_ARU-240-RPT-Y-EO-B001
		MTC-OCS-CRR-00005_MX
		MTC-OCS-CRR-00008_TTC
		Arup-OCS-MTX-00003_FWLRT SCHEDULE 10 Traceability
Document No.	Package NAME	Page No.
RFQ-SCC-50-04	Overhead Catenary System (OCS)	Page 33 of 36



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

	Arup1-OCS-RPT-00004_ARU-260-RPT-Y-EO-B001_DB
	Arup1-SYS-LST-00044 WORK SUBMITTALS CHECKLIST
	Arup1-SYS-LST-00045 Document List
	MTC-OCS-CRM-00009revB
	Arup1-OCS-LST-00017_Works Checklist
	Arup1-OCS-LST-00025 Document List
	Arup1-OCS-MTX-00005_Traceability
	Arup1-OCS-REF-00011 Compiled Set
	Arup1-OCS-RPT-00001_ARU-280-RPT-Y-EO-B001
	CRM-E100.130 – Part D – OCS – 60%
	MTC-OCS-CRR-00002
	MTC-OCS-CRR-00003
	MTC-OCS-CRR-00004_TTC
Drawings	
Station Name	
	See 2.1 Drawings

2.3 Vendor Deliverables

Note: The term Vendor shall be synonymous with Contractor, Supplier or similar terms identified in the Contract.

Legend:

AC	As Completed	AWR	As and When Requested	PTS	Prior to Shipment
ARO	After Receipt of Order	E	Electronic Copy (CD-ROM)	WS	With Shipment
AS	After Shipment	H	Hard Copy	PSF	Prior to Start of Fabrication/ Construction

REQ. Rev.	Code No.	Document Description	Number of Copies						
			With Tender	For Review			Final/As-Built		
				E	H	Wks	E	H	Wks
	G	GENERAL							
	G.1	SCHEDULE OF VENDOR DOCUMENT SUBMITTALS	X	X					
	G.2	GENERAL ARRANGEMENT DRAWING	X	X					
	G.3	GENERAL SHOP, INSTALLATION DRAWING		X		6 PTS			
	G.4	COMMISSIONING INSTRUCTIONS / PROCEDURES							
	G.5	INSTALLATION, OPERATION AND MAINTENANCE MANUALS		X		8 PTS			
	G.6	INSTRUCTIONS FOR STORAGE / WAREHOUSING		X		10 PTS			
	G.7	INSTRUCTIONS FOR STORAGE / WAREHOUSING							

Document No.	Package NAME	Page No.
RFQ-SCC-50-04	Overhead Catenary System (OCS)	Page 34 of 36



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

REQ. Rev.	Code No.	Document Description	Number of Copies						
			With Tender	For Review			Final/As-Built		
				E	H	Wks	E	H	Wks
	G.9	SPARE PARTS MANUALS WITH LIST OF 2 YEARS OPERATING SPARE PARTS (EN-050)							
	G.10	LIST OF CONSUMABLES, CHEMICALS, SPARES FOR START-UP / COMMISSIONING							
	G.11	LIST OF CONSUMABLES & CHEMICALS FOR ONE YEAR							
	G.12	ENVIRONMENTAL, EFFLUENT AND EMISSION DATA LIST							
	G.17	LIST OF AVAILABLE ERECTION EQUIPMENT.							
	G.19	PRODUCTION SCHEDULE & REGULAR UPDATES				4 ARO			
	G.20	PERMITS - LIST & STATUS							
	G.21	PERMITS - COPY							
	G.22	LIST OF SPECIAL TOOLS FOR INSTALLATION / MAINTENANCE		X	4 ARO				
	G.23	SYSTEM ENGINEERING- MANAGEMENT PLANS		X		AWR	X		AWR
	G.24	INTERFACE CONTROL DOCUMENTS		X		AWR	X		AWR
	Q	QUALITY ASSURANCE/QUALITY CONTROL							
	Q.1	QUALITY MANUAL	X		X				
	Q.2	PROJECT QUALITY PLAN							
	Q.3	QUALITY SYSTEM REGISTRATION CERTIFICATE	X		X				
	Q.4	INSPECTION & TEST PLANS AND PROCEDURES (SHOP AND FIELD)		X		4 ARO			
	Q.5	QUALITY RECORDS						1	AC
	Q.7	QC DOSSIER / CODE DATA BOOKS- MASTER RECORD BOOK						1	AC
	Q.8	WELDING PROCEDURE SPECIFICATIONS							
	Q.9	WELDING PROCEDURE QUALIFICATION RECORDS							
	Q.10	WELDER QUALIFICATION RECORDS							
	Q.12	WELD MAP							
	Q.13	NDE PROCEDURES							
	Q.14	NDE REPORTS		X				X	AC
	Q.15	NDE OPERATOR QUALIFICATIONS		X		4 ARO			

Document No.	Package NAME	Page No.
RFQ-SCC-50-04	Overhead Catenary System (OCS)	Page 35 of 36



Revision	Request for Quotation	FINCH WEST LRT PROJECT
Rev.01	Form Date: November 27, 2018	Owner: Procurement

REQ. Rev.	Code No.	Document Description	Number of Copies						
			With Tender	For Review			Final/As-Built		
				E	H	Wks	E	H	Wks
	Q.16	TEST REPORTS (all types)				4 ARO			
	Q.17	PRESSURE TEST CERTIFICATES							
	Q.18	MATERIAL CERTIFICATES		X			X		AC
	Q.19	INSPECTION REPORTS (ON SUB-VENDORS)					X		AC
	Q.22	PAINTING / GALVANISING INSPECTION REPORTS							
	Q.23	CONSTRUCTION / INSTALLATION QUALITY CONTROL PLANS							
	Q.24	EQUIPMENT CALIBRATION CERTIFICATES							
	Q.26	CERTIFICATES OF CONFORMITY					1		AC
	Q.27	NON-CONFORMITY REPORTS (internal & sub-vendor)					1		AC
	Q.29	SHIPPING RELEASES							

END OF SCOPE OF WORK

Document No.	Package NAME	Page No.
RFQ-SCC-50-04	Overhead Catenary System (OCS)	Page 36 of 36

OCS Design Deliverable Scope

Deliverable Name	Supplier to Provide [Y/N]
OCS Calculation note	Y
OCS hangers distribution calculation note	Y
OCS structural cantilevers calculation	Y
Electrical equipment and material testing procedures	Y
OCS integration testing procedures	Y
OCS acceptance measurements procedures	Y
Standard operation procedures	Y
Equipment Mounting Detail	Y
Other required Installations Drawings and Shop Drawings	Y
As-Built Drawings	Y
Interface Control Documents for each interface between subsystems and systems.	Y
Equipment Schedules (quantities and locations)	Y
Equipment datasheets	Y
Certifications of standards fulfilment	Y
Traceability matrix with Supplier's fulfilment of the PSOS and derived requirements	Y
System test procedures, including FAT, PICO , SIT and other required tests	Y
Test Reports	Y
O&M Manual	Y
User Manual and Training Documents	Y
Recommended list of spare parts	Y
RAMS Studies and Analysis	Y
EMI/EMC control plan (and coupling analysis and reports)	Y
EMC Coupling analysis	Y
Human Exposure Report	Y
EMC safety related Risk log	Y
EMC requirements for equipment report	Y
EMC requirements for installation	Y
EMC equipment compliance report	Y
EMC site inspection report	Y
EMC site verification/ measurement procedure (if applicable)	Y
Security Management Plan	Y
Commissioning Plan (including V&V Plan)	Y
Documentation Management Plan	Y
Staging Plan	Y
Human Factors Management Plan	Y
Change Management Plan	Y
Asset Management Plan	Y

OCS Design Deliverable Scope

Deliverable Name	Supplier to Provide [Y/N]
Risk Management Plan	Y

Notes: Where applicable project wide (system level) plans (Level 2) will be provided by MTC and subcontractor will develop detailed plans (Level 3) for OCS subsystem

TPS Design Deliverable Scope

Deliverable Name	Supplier to Provide [Y/N]
TPS system requirements specification	Y
TPS Energy quality	Y
Protective relaying and transfer trip concept of operation	Y
Relaying and coordination study	Y
Unbalanced report	Y
Final system start-up and commissioning plan	Y
Auxiliary and emergency trip systems concept of operations and riser diagrams	Y
TPS SCADA points list	Y
TPS SCADA/communications interface drawings and details	Y
Electrical equipment and material testing procedures	Y
TPS integration testing procedures	Y
TPS acceptance measurements procedures	Y
Arc flash study and warning levels	Y
HVAC Calculation	Y
Ground grid design calculations	Y
Yard and shop DC distribution plan and details	Y
Electrification single line diagram	Y
TPSS equipment arrangement drawing	Y
TPSS civil structural drawings	Y
TPSS earthing network	Y
TPS measurement	Y
AC and DC circuit breaker control schematic diagrams	Y
DC house power (battery charger, battery bank, load study)	Y
AC house power (auxiliary transformer, panelboard, load study)	Y
Detailed designs for each traction power substation	Y
TPS elevations and details (indicating architectural treatment)	Y
Traction feeder schedule	Y
TPS civil and structural drawings	Y
Paanel Schedule	Y
Disconnecter switch room layout (MS 76 ROOM)	Y
Equipment Mounting Detail	Y
Other required Installations Drawings and Shop Drawings	Y
As-Built Drawings	Y
Interface Control Documents for each interface between subsystems and systems.	Y
Equipment Schedules (quantities and locations)	Y
Equipment datasheets	Y
Certifications of standards fulfilment	Y
Traceability matrix with Supplier's fulfilment of the PSOS and derived requirements	Y
System test procedures, including FAT, PICO , SIT and other required tests	Y
Test Reports	Y
O&M Manual	Y
User Manual and Training Documents	Y
Recommended list of spare parts	Y

TPS Design Deliverable Scope

Deliverable Name	Supplier to Provide [Y/N]
RAMS Studies and Analysis	Y
EMI/EMC control plan (and coupling analysis and reports)	Y
EMC Coupling analysis	Y
Human Exposure Report	Y
EMC safety related Risk log	Y
EMC requirements for equipment report	Y
EMC requirements for installation	Y
EMC equipment compliance report	Y
EMC site inspection report	Y
EMC site verification/ measurement procedure (if applicable)	Y
System Engineering Management Plan	Y
Requirement Management Plan	Y
System Assurance Plan	Y
Quality Assurance Plan	Y
System Integration Management Plan	Y
Configuration Management Plan	Y
Software Management Plan	Y
Grounding and Bonding Plan	Y
Corrosion Control Plan	Y
Security Management Plan	Y
Commissioning Plan (including V&V Plan)	Y
Documentation Management Plan	Y
Staging Plan	Y
Human Factors Management Plan	Y
Change Management Plan	Y
Asset Management Plan	Y
Risk Management Plan	Y
Hardware, room, door, frame, glazing, wall, finish, louvre schedule and details	Y
Acoustical design report (maybe?)	Y
Architectural reflected ceiling plans	Y
Floor plans	Y
Wall sections and cladding details	Y
Signage location plans	Y
Signage graphics and details	Y
System Schematics	Y
Equipment and Accessory Schedules and Power Requirements	Y
Layout of mechanical equipment	Y
HVAC system drawings with all equipment, louvers, fire separation penetrations, wall openings	Y
Plumbing and Drainage Drawings with all equipment, fittings, utility connections, wall openings and fire separation penetrations	Y
Fire protection drawings with all equipment, fittings, etc.	Y
Mechanical system control logic and schematics	Y
Outline of how mechanical systems meet energy efficient design as outlined in PSOS	Y
Design calculations for mechanical systems	Y

 Rev.04	Full Subcontract	FINCH WEST LRT PROJECT
	Form Date: October 09, 2019	Owner: Legal

Appendix 3

Rates/Unit Prices for Change Orders

Agreement No.	Overhead Catenary System (OCS) Traction Power Substations (TPSS)	Cymi Canada Inc.
50-CS-80		Page 75 of 75



Appendix B - Subcontractor Rates

LABOUR

Labour Agreement Expires:	30-Apr-20	Comments:
Craft:	PowerLine Technicians	RT = Regular (Straight) Time / OT = Overtime / DT = Double Time

Item	Description	Trade1											
		RT	OT	DT									
A1	MILLWRIGHT - APPRENTICE	\$85.00	\$127.50	\$170.00									
A2	MILLWRIGHT - JOURNEYMAN	\$107.00	\$160.50	\$214.00									
A3	MILLWRIGHT - FOREMAN	\$122.00	\$183.00	\$244.00									
B1	ELECTRICIAN - APPRENTICE	\$85.00	\$127.50	\$170.00									
B2	ELECTRICIAN - JOURNEYMAN	\$107.00	\$160.50	\$214.00									
B3	ELECTRICIAN - FOREMAN	\$122.00	\$183.00	\$244.00									
C1	PIPEFITTER - APPRENTICE	\$85.00	\$127.50	\$170.00									
C2	PIPEFITTER - JOURNEYMAN	\$107.00	\$160.50	\$214.00									
C3	PIPEFITTER - FOREMAN	\$122.00	\$183.00	\$244.00									
D1	OPERATING ENGINEER - APPRENTICE												
D2	OPERATING ENGINEER - JOURNEYMAN												
D3	OPERATING ENGINEER - FOREMAN												
E1	LABOURER - APPRENTICE	\$77.18	\$133.69	\$150.75									
E2	LABOURER - JOURNEYMAN	\$93.82	\$138.34	\$183.41									
E3	LABOURER - FOREMAN	\$103.26	\$152.24	\$202.28									
F1	OTHER - General Foreman/ Project Management	\$130.00	\$195.00	\$260.00									
F2	OTHER -												
F3	OTHER -												
F4	OTHER -												
G1	TOTAL												



TOOLS & EQUIPMENT RATES

19-0490

MILLWRIGHT		DAY	WEEK	MONTH
Dollies - 3 Wheeled	ea	\$18	\$53	\$158
Dollies - Corner	ea	\$24	\$73	\$218
Floor Plates - Aluminum	ea	\$12	\$36	\$109
Level - Machine	ea	\$23	\$69	\$208
Manifold - 2 Port with Hoses	ea	\$55	\$165	\$495
Manifold - 4 Port with Hoses	ea	\$78	\$234	\$703
Micrometers - 1" to 12" Inside	ea	\$56	\$168	\$505
Micrometers - 1" to 18" Outside	ea	\$101	\$304	\$911
Micrometers - 18" to 24" Outside	ea	\$109	\$327	\$980
Micrometers - 24" to 30" Outside	ea	\$109	\$327	\$980
Optical Level - B20	ea	\$69	\$208	\$624
Optical Level - Laser	ea	\$92	\$277	\$832
Optical Level - Theotolite T2	ea	\$124	\$373	\$1,119
Optical Level - Transit	ea	\$56	\$168	\$505
Puller - 20 Ton Hydraulic	ea	\$40	\$119	\$356
Puller - Hydraulic Kit	ea	\$168	\$505	\$1,515
Pump - Electric Porta Power	ea	\$70	\$211	\$634
Pump - Hand	ea	\$17	\$50	\$149
Ram - 30 Ton	ea	\$46	\$139	\$416
Ram - 50 Ton	ea	\$62	\$185	\$554
Ram - 60 Ton	ea	\$66	\$198	\$594
Ram - 100 Ton	ea	\$75	\$224	\$673
Shoring Jacks	ea	\$12	\$36	\$109
Skates - 15 Ton Tank (creepers)	ea	\$32	\$96	\$287
Skates - 20 Ton Poly (nylon)	ea	\$66	\$198	\$594
Skates - 30 Ton Steel	ea	\$84	\$251	\$752
Skates - 70 Ton Steel	ea	\$64	\$191	\$574
Skates - 100 Ton Steel	ea	\$92	\$277	\$832
Socket Set - 3/4"	ea	\$24	\$73	\$218
Socket Set - 1"	ea	\$29	\$86	\$257
Straight Edge	ea	\$67	\$201	\$604
Torque Multiplier	ea	\$63	\$188	\$564
Torque Wrench 3/4"	ea	\$75	\$224	\$673
Torque Wrench 1"	ea	\$154	\$462	\$1,386
Track Jack - 5 Ton	ea	\$40	\$119	\$356

RIGGING		DAY	WEEK	MONTH
Beam Clamp - 2 Ton	ea	\$18	\$53	\$158
Beam Clamp - 5 Ton	ea	\$24	\$73	\$218
Beam Clamp - 10 Ton	ea	\$33	\$99	\$297
Beam Trolley - 2 Ton	ea	\$18	\$53	\$158
Beam Trolley - 5 Ton	ea	\$24	\$73	\$218
Beam Trolley - 10 Ton	ea	\$42	\$125	\$376
Chainfall - 1 to 2 Ton	ea	\$22	\$66	\$198
Chainfall - 3 to 5 Ton	ea	\$43	\$129	\$386
Chainfall - 10 Ton	ea	\$85	\$254	\$762
Come-a-long - 1.5 Ton	ea	\$48	\$145	\$436
Come-a-long - 3 Ton	ea	\$62	\$185	\$554
Swivel Link - 15 Ton	ea	\$23	\$69	\$208

ELEVATED WORK PLATFORMS		DAY	WEEK	MONTH
EWP Articulating - 36' Electric	ea	\$372	\$1,115	\$3,346
EWP Articulating - 40' Electric	ea	\$422	\$1,267	\$3,802
EWP Articulating - 45' Electric	ea	\$477	\$1,432	\$4,297
EWP Scissor Lift - 19' Electric	ea	\$194	\$581	\$1,742
EWP Scissor Lift - 26' Electric	ea	\$238	\$713	\$2,138

ELECTRICAL		DAY	WEEK	MONTH
Cable Bender - Hydraulic	ea	\$63	\$188	\$564
Cable Bender - Ratchet	ea	\$37	\$112	\$337
Cable Pulling - Sheave - 12"	ea	\$46	\$139	\$416
Cable Pulling - Sheave - 24"	ea	\$63	\$188	\$564
Cable Pulling - Tray Rollers	ea	\$32	\$96	\$287
Cable Pulling - Tugger	ea	\$117	\$350	\$1,049
Cable Stripper - Hi Voltage Kit	ea	\$110	\$330	\$990
Conduit Bender - Electric 555 Gree	ea	\$151	\$452	\$1,356
Conduit Bender - EMT Shoe Kit	ea	\$78	\$234	\$703
Conduit Bender - Large Chicago	ea	\$55	\$165	\$495
Conduit Bender - Small Chicago	ea	\$40	\$119	\$356
Crimper - 12 ton Battery	ea	\$124	\$373	\$1,119
Crimper - 6 ton Battery	ea	\$83	\$248	\$743
Crimper - Manual	ea	\$63	\$188	\$564
Knockouts Punches - Hydraulic	ea	\$70	\$211	\$634
Knockouts Punches - Hydraulic SS	ea	\$78	\$234	\$703
Meter - 1000 Volt Meggar	ea	\$78	\$234	\$703
Meter - 5000 Volt Meggar	ea	\$250 daily rate only		
Meter - IV Curve c/w laptop	ea	\$250 daily rate only		
Meter - Multimeter	ea	\$30	\$89	\$267
Meter - Phase Rotation Meter	ea	\$30	\$89	\$267
Printer - Computer	ea	\$33	\$99	\$297
Printer - Wire Label	ea	\$35	\$106	\$317
PVC Conduit - Heater 4"	ea	\$63	\$188	\$564
PVC Conduit Heater 2"	ea	\$40	\$119	\$356
Reel Jacks - Large	ea	\$53	\$158	\$475
Reel Jacks - Small	ea	\$24	\$73	\$218

PIPING		DAY	WEEK	MONTH
Bender - Tube	ea	\$112	\$337	\$1,010
Bevel Cutters	ea	\$77	\$231	\$693
Drill - Hole Hog	ea	\$56	\$168	\$505
Flaring Tool	ea	\$30	\$89	\$267
High Pressure Test Pump	ea	\$231	\$693	\$2,079
Line-Up Clamps Set (2)	ea	\$12	\$36	\$109
Pipe Buggy	ea	\$70	\$211	\$634
Pipe Cutter - Large	ea	\$24	\$73	\$218
Pipe Stands	ea	\$24	\$73	\$218
Rigid Pipe Saw	ea	\$78	\$234	\$703
Roll Groover - Large	ea	\$186	\$558	\$1,673
Roll Groover - Regular	ea	\$92	\$277	\$832
Sewer Cleaner (snake)	ea	\$83	\$248	\$743

FORKLIFTS & CRANES		DAY	WEEK	MONTH
Broderon Crane - 8 Ton	ea	\$567	\$1,700	\$5,099
Broderon Crane - 15 Ton	ea	\$572	\$1,716	\$5,148
Forklift - 2 Ton Electric	ea	\$318	\$954	\$2,861
Forklift - 2 Ton Propane	ea	\$243	\$729	\$2,188
Forklift - 4 Ton Propane	ea	\$249	\$746	\$2,237
Forklift - 5 Ton Propane	ea	\$284	\$851	\$2,554
Forklift - 7.5 Ton Propane	ea	\$347	\$1,040	\$3,119
Forklift - 10 Ton Propane	ea	\$526	\$1,577	\$4,732
Forklift - 20 Ton Propane	ea	\$1,098	\$3,293	\$9,880
Forklift - 40 Ton Propane	ea	\$1,155	\$3,465	\$10,395
Forklift - Boom Clip-on	ea	\$53	\$158	\$475
Forklift - Boom Drive-in	ea	\$53	\$158	\$475

EWP Scissor Lift - 26' Electric RT	ea	\$333	\$1,000	\$3,000
EWP Scissor Lift - 39' Electric	ea	\$439	\$1,317	\$3,950

Telehandler - Large	ea	\$809	\$2,426	\$7,277
Telehandler - Small	ea	\$578	\$1,733	\$5,198
Tractor with Loader - 30 hp	ea	\$405	\$1,214	\$3,643
Tractor with Loader - 50 hp	ea	\$323	\$970	\$2,911
Utility Vehicle - 2 Passenger	ea	\$132	\$396	\$1,188
Utility Vehicle - 4 Passenger	ea	\$154	\$462	\$1,386
Wagon - Farm	ea	\$88	\$264	\$792

JOB BOXES & CONTAINERS		DAY	WEEK	MONTH
Cage - 8' X 12' Tool	ea	\$58	\$175	\$525
Cage - Bottle	ea	\$42	\$127	\$381
Job Box - Coffin	ea	\$28	\$83	\$248
Job Box - Filters	ea	\$20	\$59	\$178
Job Box - Millwright Kit	ea	\$168	\$505	\$1,515
Job Box - Pipe Fitters Kit	ea	\$99	\$297	\$891
Job Box - Rolling c/w Vice	ea	\$37	\$112	\$337
Job Box - Stand-up	ea	\$56	\$168	\$505
Knock Down Box - 600v to 120v	ea	\$154	\$462	\$1,386
Sea Container 20'	ea	\$35	\$106	\$317
Sea Container 40'	ea	\$58	\$175	\$525
Site Office Trailer 20'	ea	\$87	\$261	\$782
Site Office Trailer 30'	ea	\$162	\$485	\$1,455
Site Office Trailer 40'	ea	\$231	\$693	\$2,079

DRILLS, IMPACTS		DAY	WEEK	MONTH
Breaker - 80 Pound Electric	ea	\$92	\$277	\$832
Breaker - 80 Pound Pneumatic	ea	\$29	\$86	\$257
Drill - 1/2" Battery	ea	\$32	\$96	\$287
Drill - 1/2" Electric	ea	\$42	\$125	\$376
Drill - 3/4" Electric	ea	\$63	\$188	\$564
Drill - Core (bits extra)	ea	\$146	\$439	\$1,317
Drill - Core 3" to 4" Bit	ea	\$62	\$185	\$554
Drill - Core 5" to 6" Bit	ea	\$78	\$234	\$703
Drill - Core 8" to 10" Bit	ea	\$117	\$350	\$1,049
Drill - Magnetic with Chuck	ea	\$102	\$307	\$921
Drill - Magnetic with Roto-Broach	ea	\$85	\$254	\$762
Drill - Press	ea	\$55	\$165	\$495
Hilti-Hit System	ea	\$35	\$106	\$317
Hilti-Shot	ea	\$53	\$158	\$475
Impact - 1" Electric	ea	\$84	\$251	\$752
Impact - 1/2" Electric	ea	\$34	\$102	\$307
Impact - 1/4" Battery	ea	\$32	\$96	\$287
Impact - 3/4" Electric	ea	\$40	\$119	\$356
SDS Concrete Drill - Max	ea	\$57	\$172	\$515
SDS Concrete Drill - Reg	ea	\$33	\$99	\$297

MISC.		DAY	WEEK	MONTH
Air Compressor - Small	ea	\$198	\$594	\$1,782
Banding Machine	ea	\$55	\$165	\$495
Bearing Induction Heater	ea	\$70	\$211	\$634
Computer - Laptop	ea	\$53	\$158	\$475
Concrete Barriers	ea	\$12	\$36	\$109
Fan - Box	ea	\$40	\$119	\$356
Generator 5 KW	ea	\$84	\$251	\$752
Generator 10 KW	ea	\$109	\$327	\$980
Generator with Light Tower	ea	\$220	\$660	\$1,980
Genie Lift	ea	\$97	\$290	\$871
Lights - Wobble	ea	\$46	\$139	\$416
Meter - Combustion Anylizer	ea	\$110	\$330	\$990
Mixer - Cement\Grout	ea	\$51	\$152	\$455
Parts Transfer Wagon	ea	\$23	\$69	\$208
Parts Washer	ea	\$22	\$66	\$198

SAFETY EQUIPMENT		DAY	WEEK	MONTH
Boatswain Chair	ea	\$30	\$89	\$267
Meter - Fresh Air Analyzer	ea	\$45	\$135	\$406
Push to Talk Radios - set of 2	ea	\$63	\$188	\$564
Road Signs	ea	\$18	\$53	\$158
Rope Ladder	ea	\$30	\$89	\$267
Safety Tripod & Winch	ea	\$223	\$670	\$2,010
GRINDERS		DAY	WEEK	MONTH
Grinder - 4" Battery	ea	\$63	\$188	\$564
Grinder - 5" Electric	ea	\$24	\$73	\$218
Grinder - 7" Electric	ea	\$32	\$96	\$287
Grinder - Bench	ea	\$26	\$79	\$238
Grinder - Pencil Electric	ea	\$32	\$96	\$287

THREADING		DAY	WEEK	MONTH
Die Head - 141 2 1/2" - 4"	ea	\$46	\$139	\$416
Die Head - 161 4" - 6"	ea	\$78	\$234	\$703
Die Set - 12R 1 1/2" - 2"	ea	\$17	\$50	\$149
Oiler	ea	\$35	\$106	\$317
Threader - Rigid 300	ea	\$118	\$353	\$1,059
Threader - Rigid 535	ea	\$139	\$416	\$1,247
Threader - Rigid 700	ea	\$63	\$188	\$564
Vice - Tri Stand Rigid	ea	\$24	\$73	\$218

SAW		DAY	WEEK	MONTH
Saw - Chain Gas	ea	\$72	\$215	\$644
Saw - Chop	ea	\$32	\$96	\$287
Saw - Circular Battery	ea	\$28	\$83	\$248
Saw - Circular Electric	ea	\$33	\$99	\$297
Saw - Cut off Gas	ea	\$57	\$172	\$515
Saw - Porta Band	ea	\$40	\$119	\$356
Sawsall - Battery	ea	\$70	\$211	\$634
Sawsall - Electric	ea	\$30	\$89	\$267

WELDING & TORCHES		DAY	WEEK	MONTH
B-Tank	ea	\$69	\$208	\$624
Plasma Cutter	ea	\$196	\$587	\$1,762
Rod Oven - Large	ea	\$62	\$185	\$554
Rod Oven - Small	ea	\$24	\$73	\$218
Torch - Oxy-Acet	ea	\$32	\$96	\$287
Torch - Rosebud	ea	\$23	\$69	\$208
Torch - Tiger	ea	\$24	\$73	\$218
Welder - 120v Kit	ea	\$51	\$152	\$455
Welder - Diesel	ea	\$110	\$330	\$990
Welder - Electric	ea	\$53	\$158	\$475
Welder - Mig	ea	\$105	\$314	\$941
Welder - Propane	ea	\$109	\$327	\$980
Welder - Tig Unit	ea	\$75	\$224	\$673
Welding Curtain	ea	\$17	\$50	\$149
Welding Fume Smog Eater	ea	\$63	\$188	\$564
Welding Table 4'x4'	ea	\$32	\$96	\$287

LICENCED VEHICLES		HR	DAY	WEEK	MONTH
Bus - 8 Passenger	ea		\$150 daily rate only		
Pickup - 4x4	ea		\$185 daily rate only		
Service Pickup c/w Small Tools	ea		\$185 daily rate only		

Pressure Washer	ea	\$154	\$462	\$1,386	Service Van c/w Small Tools	ea	\$185 daily rate only
Pump Cart	ea	\$51	\$152	\$455	Trailer - 1 Axle Enclosed	ea	\$39 \$116 \$347
Scaffold - section	ea	\$21	\$63	\$188	Trailer - 1 axle Tip	ea	\$28 \$83 \$248
Vacuum Cleaner - Shop	ea	\$46	\$139	\$416	Trailer - 2 axle Utility	ea	\$39 \$116 \$347
SMALL TOOLS		DAY	WEEK	MONTH	40' Bucket Truck	ea	\$464 daily rate only
Small Tools	ea	\$64	\$191	\$574	60' Bucket Truck	ea	\$496 daily rate only
					Digger/Derrick Truck	ea	\$652 daily rate only
					Boom Truck - 8 ton	ea	\$652 daily rate only
					Boom Truck Trailer	ea	\$300 daily rate only

CIVIL EQUIPMENT	HR	DAY	WEEK	MONTH	CATENARY RAIL EQUIPMENT	HR	DAY	WEEK	MONTH
Excavator - Large	ea	\$1,012	daily rate only		Pickup - 4x4 (Hi-Rail)	ea	\$285	daily rate only	
Excavator - Mid size	ea	\$748	daily rate only		40' Bucket Truck (Hi-Rail)	ea	\$464	daily rate only	
Excavator - mini	ea	\$385	daily rate only		60' Bucket Truck (Hi-Rail)	ea	\$496	daily rate only	
Skidsteer	ea	\$385	daily rate only		Digger/Derrick Truck (Hi-Rail)	ea	\$652	daily rate only	
Dozer - Small	ea	\$572	daily rate only		Tensioner/Stringer (Hi-Rail)	ea	\$655	daily rate only	
Rubber Tire Backhoe	ea	\$495	daily rate only		Hydraulic Platform Vehicle (Hi-Rail)	ea	\$755	daily rate only	
Smooth Drum Packer	ea	\$385	daily rate only		VCP-IPC (Hi-Rail)	ea	\$800	daily rate only	
Diesel Plate Packer	ea	\$105	daily rate only		Stake Truck (Hi-Rail)	ea	\$464	daily rate only	
Grout Pump	ea	\$495	daily rate only		Rigid Rail Cart (Hi-Rail)	ea	\$265	daily rate only	
Grout Bucket	ea	\$110	daily rate only		CTSU(Constant Tension Stringing Unit)	ea	\$4,995	daily rate only	
					Boom Truck - 8 Ton (Hi-Rail)	ea	\$755	daily rate only	

Notes: All tools & equipment come without operators, site delivery, consumables, and fuel and are based on in house availability.

This is Exhibit “B” referred to in the Affidavit of Oscar De la Fuente Tomé sworn by Oscar De la Fuente Tomé of the Madrid, in Spain, before me at the City of Toronto, in the Province of Ontario, on September 24, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:



Commissioner for Taking Affidavits (or as may be)

CRYSTAL HAWKINS

**Crystal Lynn Hawkins, a Commissioner, etc.,
Province of Ontario, for Gardiner Roberts LLP, Lawyers.
Expires September 3, 2028.**

SHARE

Aecon consortium celebrates delivery of first modern LRT system in Toronto

NOV 21, 2025

[Article](#)

-Substantial completion reached on Finch West LRT project-

Toronto, Ontario – November 21, 2025: Aecon Group Inc. (TSX: ARE) (“Aecon”) announced today that Mosaic Transit Group has reached substantial completion on the Finch West Light Rail Transit (“Finch West LRT”) project, delivering the first modern LRT system in Toronto.

The milestone builds on the successful completion of the 30-day Revenue Service Demonstration (“RSD”) period, announced by the Ontario government on October 23, 2025. Mosaic Transit Group has transferred full operational control of the 10.3-kilometre, 18-stop LRT line and the operator will determine a public opening date.

“We are incredibly proud to have delivered this transformative project – improving mobility, providing a sustainable transit system, and creating a vital connection to Toronto’s subway system and local transit hubs to meet the needs of growing populations,” said Jean-Louis Servranckx, President and Chief Executive Officer, Aecon Group Inc. “Driven by the dedication of our world-class, multidisciplinary teams working in collaboration with our partners, this milestone underscores Aecon’s purpose-built expertise to develop, finance, build and maintain critical transit infrastructure and we look forward to bringing the momentum of this milestone to the maintenance term.”

Aecon holds a 33.3% interest in equity and construction of the Finch West LRT and a 50% interest in the 30-maintenance term. The project was delivered alongside Mosaic Transit Group consortium partners ACS

Infrastructure Canada Inc. and CRH Canada Group Inc., working with Metrolinx and Infrastructure Ontario. The parties continue to work collaboratively to finalize commercial matters on the project.

“Our teams demonstrated relentless determination, navigated complexity, and persevered throughout the project lifecycle and I would like to thank everyone that contributed to achieving this milestone for their commitment and tenacity,” said Manuel Rivaya, Senior Vice President, Urban Transportation Solutions, Aecon Group Inc. “We are pleased to play an integral role in connecting communities for generations to come.”

The Finch West LRT will provide frequent and reliable transit from Humber College Station on the west end of the line to Finch West Station in the east. The line will integrate with Toronto’s transit network and feature connections to Peel and York Region’s local transit services, as well as to GO Transit’s regional network. The state-of-the-art maintenance and storage facility that will house and service 18 Light Rail Vehicles received LEED Silver certification, and throughout the duration of the project, the project’s community benefits program created job opportunities, provided training to enable sustainable employment, and focused on providing local economic benefits.

Further information about the project is available on the Metrolinx [website](#).

About Aecon

Aecon Group Inc. (TSX: ARE) is a North American construction and infrastructure development company with global experience. Aecon delivers integrated solutions to private and public-sector clients through its Construction segment in the Civil, Urban Transportation, Nuclear, Utility and Industrial sectors, and provides project development, financing, investment, management, and operations and maintenance services through its Concessions segment. Join our online community on X, LinkedIn, Facebook, and Instagram @AeconGroupInc.

For further information:

Adam Borgatti
SVP, Corporate Development and Investor Relations
416-297-2600
ir@aecon.com

Nicole Court
Vice President, Corporate Affairs & Communications
416-297-2600
corpaffairs@aecon.com

Statement on Forward-Looking Information

The information in this press release includes certain forward-looking statements which may constitute forward-looking information under applicable securities laws. These forward-looking statements are based on currently available competitive, financial and economic data and operating plans but are subject to risks and uncertainties. Forward-looking statements may include, without limitation, statements regarding the operations, business, financial condition, expected financial results, performance, prospects, ongoing objectives, strategies and outlook for Aecon, including statements regarding the anticipated benefits of the new transit system on local communities and growing populations. Forward-looking statements may in some

cases be identified by words such as "may," "will," "expects," "target," "future," "plans," "believes," "anticipates," "estimates," "projects," "intends," "should" or the negative of these terms, or similar expressions.

In addition to events beyond Aecon's control, there are factors which could cause actual or future results, performance or achievements to differ materially from those expressed or inferred herein including, but not limited to, the risk of not being able to meet contractual schedules and other performance requirements, the risks associated with a third party's failure to perform; the risk of not being able to meet its labour needs at reasonable costs; the risk of not being able to address any supply chain issues which may arise; the risk of the anticipated benefits from the project not being fully realized; and the risk of not being able to execute the maintenance term as anticipated. These forward-looking statements are based on a variety of factors and assumptions including but not limited to that: none of the risks identified above materialize, there are no unforeseen changes to economic and market conditions and no significant events occur outside the ordinary course of business. These assumptions are based on information currently available to Aecon, including information obtained from third-party sources. While Aecon believes that such third-party sources are reliable sources of information, Aecon has not independently verified the information. Aecon has not ascertained the validity or accuracy of the underlying economic assumptions contained in such information from third-party sources and hereby disclaims any responsibility or liability whatsoever in respect of any information obtained from third-party sources.

Risk factors are discussed in greater detail in Section 13 - "Risk Factors" in Aecon's 2024 Management's Discussion and Analysis for the fiscal year ended December 31, 2024 and Aecon's Management's Discussion and Analysis for the fiscal quarter ended September 30, 2025, each filed on SEDAR+ (www.sedarplus.ca). Except as required by applicable securities laws, forward-looking statements speak only as of the date on which they are made and Aecon undertakes no obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events or otherwise.

- OUR COMPANY

JOIN OUR TEAM

OUR EXPERTISE

OUR PROJECTS
- SUSTAINABILITY

INVESTING IN US

PRESS ROOM

CONTACT US

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EN

FR

This is Exhibit “C” referred to in the Affidavit of Oscar De la Fuente Tomé sworn by Oscar De la Fuente Tomé of the Madrid, in Spain, before me at the City of Toronto, in the Province of Ontario, on September 24, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:



Commissioner for Taking Affidavits (or as may be)

CRYSTAL HAWKINS

**Crystal Lynn Hawkins, a Commissioner, etc.,
Province of Ontario, for Gardiner Roberts LLP, Lawyers.
Expires September 3, 2028.**



CYMI CANADA
305-45 Sheppard Ave E
Toronto, ON M2N 5W9
CANADA

Mosaic Transit Constructors General Partnership
555 Hanlan Rd, Unit 8
Woodbridge, ON L4L 4R8

INVOICE NUMBER: S26-001
Sub contract Title. : Overhead Catenary System (OCS) and Traction Power Substations (TPSS)
Sub contract Number.: 50-CS-08

SITE ADDRESS:

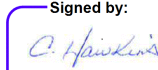
555 Hanlan Rd, Unit 8
Woodbridge, ON L4L 4R8

DATE: February 5, 2026

		AMOUNT
HOLDBACK RELEASED WITHOUT TAXES	CAD	\$4,415,023.20
Total payable excluding taxes	CAD	\$4,415,023.20
HST (13.00%)	CAD	\$573,953.02
TOTAL INVOICE AMOUNT	CAD	\$4,988,976.22
Payment conditions: 30 days since invoice date		
Due Date: March 9, 2026		
Invoice issue date: 02.05.2026		

This is Exhibit “D” referred to in the Affidavit of Oscar De la Fuente Tomé sworn by Oscar De la Fuente Tomé of the Madrid, in Spain, before me at the City of Toronto, in the Province of Ontario, on September 24, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:



Commissioner for Taking Affidavits (or as may be)

CRYSTAL HAWKINS

**Crystal Lynn Hawkins, a Commissioner, etc.,
Province of Ontario, for Gardiner Roberts LLP, Lawyers.
Expires September 3, 2028.**



SENT BY EMAIL

Mosaic Transit Constructors General Partnership

555 Hanlan Road, Suite 8
Woodbridge, ON L4L4R8

Att.: Mehdi Khaleghifar

February 05, 2026

Ref.: Finch West LRT Project

Subcontract No. 50-CS-08 Overhead Catenary System, Traction Power Substation

Subject: Substantial Completion & Holdback Release

Dear Sir,

This letter is in connection with the Subcontract of reference and holdback release associated. The Project achieved its Substantial Completion effective November 12, 2025, and in accordance with the Subcontract of reference, GC 6, the warranty period starts on the same date and continuous for a period of two (2) years.

Following the Substantial Completion of the Project, and having fulfilled all the requirements of the Subcontract, including provisions included in Clause 4 of Schedule B – Conditions of Payment – Final Payment Application and Release of Holdback, CYMI is entitled to receive the payment of the statutory holdback.

In connection with CYMI's obligation of providing a Warranty during the warranty period, CYMI has provided all the warranties and insurances required by the Subcontract as established in Schedule D – Insurance and Performance Security Requirements. The Schedule D establishes that CYMI shall provide a Parent Company Guarantee. The Parent Company Guarantee provided is a continuing guarantee and remains in full force and effect until all obligations and liabilities under the Subcontract have been discharged.

Enclosed you will find our invoice number S26-001 for the total amount of holdback to be released totalling **CAD \$4,415,023.20** plus applicable HST. Please note that Ontario's



Construction Lien Act, establishes that the holdback is required to be released 45 days after the publication of the Substantial Completion Certificate of the Project. Considering the Project achieved Substantial Completion effective November 12, 2025, the holdback payment is already due and payable. Please provide payment confirmation of the enclosed invoice at your earliest convenience.

CYMI expressly reserves all its rights under the Subcontract and the Law.

Sincerely,

Oscar de
la Fuente

Digitally signed
by Oscar de la
Fuente
Date: 2026.02.05
22:26:40 +01'00'

Mr. Oscar de la Fuente
Director
CYMI Canada Inc.

Attachment I: Invoice No. S26-001

Attachment I



CYMI CANADA
305-45 Sheppard Ave E
Toronto, ON M2N 5W9
CANADA

Mosaic Transit Constructors General Partnership
555 Hanlan Rd, Unit 8
Woodbridge, ON L4L 4R8

INVOICE NUMBER: S26-001
Sub contract Title. : Overhead Catenary System (OCS) and Traction Power Substations (TPSS)
Sub contract Number.: 50-CS-08

SITE ADDRESS:

555 Hanlan Rd, Unit 8
Woodbridge, ON L4L 4R8

DATE: February 5, 2026

		AMOUNT
HOLDBACK RELEASED WITHOUT TAXES	CAD	\$4,415,023.20
Total payable excluding taxes	CAD	\$4,415,023.20
HST (13.00%)	CAD	\$573,953.02
TOTAL INVOICE AMOUNT	CAD	\$4,988,976.22
Payment conditions: 30 days since invoice date		
Due Date: March 9, 2026		
Invoice issue date: 02.05.2026		

Oscar de la Fuente
Digitally signed by Oscar de la Fuente
Date: 2026.02.05 22:26:50 +01'00'

This is Exhibit “E” referred to in the Affidavit of Oscar De la Fuente Tomé sworn by Oscar De la Fuente Tomé of the Madrid, in Spain, before me at the City of Toronto, in the Province of Ontario, on September 24, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:



Commissioner for Taking Affidavits (or as may be)

CRYSTAL HAWKINS

**Crystal Lynn Hawkins, a Commissioner, etc.,
Province of Ontario, for Gardiner Roberts LLP, Lawyers.
Expires September 3, 2028.**



Andrew J. Heal, LL.M.
Heal & Co.
340 King Street East
4th Floor, North Elevator
Toronto, Ontario M5A 1K8
Phone: 416.583.5901
E-Mail: aheal@healandco.com
Web: www.healandco.com

March 2 2026

SENT BY EMAIL AND REGISTERED MAIL

Mosaic Transit Constructors General Partnership/
Mosaic Transit Group
555 Hanlan Road, Unit 8
Woodbridge, ON L4L 4R8

Attention:

Contract Manager, Mehdi Khaleghifar mkhaleghifar@mosaictransit.com
Deputy Project Director, Lindsay Lootsma llootsma@mosaictransit.com

Dear Sir/Madam:

Re: Finch West LRT Project (the “Project”)
Subcontract No. 50-CS-08 Overhead Catenary System, Traction Power Substation
(“Subcontract”)
Subject: Substantial Completion Holdback
Our File No.: 10054-019

We are the lawyers for CYMI Canada Inc. (“CYMI”).

We are in receipt of your email of February 9, 2026 to CYMI in response to CYMI’s holdback release invoice of February 5, 2026. The invoice is due in accordance with its terms and the Subcontract, March 9, 2026.

Mosaic Transit Group (“MTC”) has requested that CYMI provide a warranty bond in the amount of \$5,000,000.00. There is no requirement in this Subcontract for such performance security. In fact, the Subcontract specifically provides for a parent guarantee, a copy of which was a required Subcontract term, and was in fact earlier provided years ago, and was accepted by MTC. CYMI Spain has guaranteed, as required by the Subcontract, all of CYMI Canada’s obligations, including under the warranty which runs two years from substantial completion, and which warranty period has already commenced. Whatever MTC’s other internal policies and procedures are, it was not part of the contractual bargain to provide this newly requested warranty bond.

CYMI declines MTC's request for it to provide a warranty bond. CYMI reserves all of its rights under the Subcontract and at law and looks forward to receipt, in a timely manner and without delay, of the holdback invoiced February 5, 2026. The total with taxes is \$4,988,976.22 and CYMI expects MTC to make payment as required under the Subcontract, and CYMI reserves all rights and remedies.

Yours very truly,

Heal & Co.

A handwritten signature in black ink, appearing to read "Andrew J. Heal".

Andrew J. Heal
AJH/ak

Enclosure: Parent Company Guarantee signed March 4, 2020

c.c. CYMI, S.A. - Pedro Careaga Mozo de Rosales, Oscar De la Fuente



PARENT COMPANY GUARANTEE

THIS PARENT GUARANTEE (the "Guarantee") is made on March 4, 2020.

BETWEEN:

- 1) CONTROL Y MONTAJES INDUSTRIALES CYMI, S.A., a corporation established under the laws of Spain (the "Guarantor"); and
- 2) MOSAIC TRANSIT CONSTRUCTORS GENERAL PARTNERSHIP, a general partnership comprising Dragados Canada, Inc, Aecon Infrastructure Management Inc. and Dufferin Construction Company, a division of CRH Canada Group Inc. ("Construction Contractor").

WHEREAS:

- A. MOSAIC TRANSIT PARTNERS GENERAL PARTNERSHIP, a general partnership formed and ultimately controlled by ACS Infrastructure Canada Inc., Aecon Concessions, a division of Aecon Construction Group Inc. and CRH Canada Group Inc. ("Project Co") has on May 3, 2018 entered into an agreement (the "Project Agreement") with Ontario Infrastructure and Lands Corporation and Metrolinx (the "Contracting Authority") to design, construct, finance, maintain and rehabilitate a new light rail transit system in Toronto, Ontario including approximately 11 km of track along Finch Avenue West, station stops and maintain a storage facility, as further described in the Project Agreement (the "Project").
- B. Construction Contractor has, on May 3, 2018 entered into an engineering, procurement and construction contract with Project Co in respect of the Project (the "Construction Contract").
- C. This Guarantee is made in connection with a Subcontract 50-CS-08 made on January 17, 2020 (the "Subcontract") between Construction Contractor, of the first part, and CYMI CANADA INC. (the "Subcontractor"), of the second part.
- D. The Subcontractor is a wholly-owned subsidiary of the Guarantor.
- E. The Guarantor has agreed to guarantee the obligations of the Subcontractor under the Subcontract and is limited to 100% of the Contract Value.

NOW IT IS HEREBY AGREED as follows:

1. In this Guarantee (including the Recitals), unless otherwise defined herein, words and expressions shall have the same meanings as are respectively assigned to them in the Subcontract.
2. In consideration of Construction Contractor entering into the Subcontract, which provides consideration to both the Guarantor and Subcontractor:
 - (a) the Guarantor absolutely, irrevocably and unconditionally guarantees to Construction Contractor as primary obligor (and not merely as surety) the due and punctual payment, observance and performance of each and all of the obligations, covenants, warranties, duties and undertakings of the Subcontractor to Construction Contractor under and pursuant to the Subcontract (the "Obligations") when and if performance of such Obligations shall become due according to the terms of the Subcontract and the due payment and discharge of all such sums of money and liabilities due, owing or incurred or payable and unpaid by the Subcontractor to Construction

CONTROL Y MONTAJES INDUSTRIALES CYMI, S.A.

Vía de los Poblados 9-11 Edificio Trianon, Bloque C 6ª planta 28033 Madrid (Spain)

Page 1 of 11



Contractor pursuant to the Subcontract (taking into account any period for payment of such sums and liabilities expressly provided for in the Subcontract) or as a result of any breach of the terms of the Subcontract by the Subcontractor (including all reasonable and substantiated expenses, including legal fees and taxes incurred by Construction Contractor in connection with Construction Contractor seeking to enforce any of the above against the Guarantor), to the extent that such amounts are recoverable under the Subcontract, against the Subcontractor. The Guarantor agrees with Construction Contractor that if and whenever at any time and from time-to-time the Subcontractor fails to perform any of its Obligations under the Subcontract or to make payment of any sum due and payable thereunder (taking into account any period for performance of such obligations or payment of such sum expressly provided for in the Subcontract), the Guarantor shall,

- i. in respect of any failure to perform by Subcontractor relating to an Obligation to make payment or discharge of any sum due and payable under the Subcontract, on receipt of a written demand from Construction Contractor notifying the Guarantor of such failure and in any event within ten (10) Business Days (as defined in the Subcontract) of such written demand, pay or discharge such liabilities, and
 - ii. in respect of any failure to perform by Subcontractor relating to an Obligation to perform under the Subcontract, as promptly as reasonably practicable under the circumstances, on receipt of a written demand from Construction Contractor notifying the Guarantor of such failure and in any event within twenty (20) Business Days (as defined in the Subcontract) of such written demand, have begun taking all reasonably practicable steps towards performing or causing to perform such Obligations, with a view to coming to completion of the Obligations subject to the claim under this Guarantee, as if the Guarantor instead of the Subcontractor was the Subcontractor under the Subcontract.
- (b) Subcontractor under the Subcontract, the Guarantor shall indemnify Construction Contractor, promptly on receipt of written demand from Construction Contractor and in any event within ten (10) Business Days of receipt of such written demand, in respect of any claim, demand, proceedings, liability, loss, damage, costs, charges or expenses, including, for greater certainty, third party claims and the cost of defending any third party claims (and any taxes arising thereon) arising out of any failure by the Subcontractor to perform each and all of the Obligations of the Subcontractor or to pay and discharge each and all sums of money and liabilities due, owing, incurred or payable and unpaid by the Subcontractor to Construction Contractor, in each case pursuant to the Subcontract when and if such obligations, warranties, duties and undertakings become due and payable or performable according to the terms of the Subcontract or as a result of any default by the Guarantor in performing any obligation in this Guarantee.
- (c) [Intentionally deleted]

3. The Guarantor agrees that this is a guarantee of performance and payment and not merely a guarantee of collection. Construction Contractor shall not be bound or obliged to take any action or legal proceedings against or demand payment from the Subcontractor and the liability of the Guarantor under this Guarantee shall not be conditional or contingent upon pursuit of any remedy against the Subcontractor (although Construction Contractor is entitled to pursue such remedies if it chooses to) or any collateral subject to any security before seeking satisfaction from the Guarantor of the Obligations guaranteed hereunder, and, to



the extent of the foregoing, the obligations of the Guarantor hereunder are independent of the Obligations of the Subcontractor under the Subcontract and a separate action or actions may be brought and prosecuted against the Guarantor to enforce this Guarantee, irrespective of whether any action is brought against the Subcontractor or any other person is joined in any such action or actions. Construction Contractor is under no obligation to marshal or appropriate in favour the Guarantor or to exercise, apply, perfect or recover any security interest or other lien or encumbrance Construction Contractor holds at any time or any funds or property that Construction Contractor may be entitled to receive or have a claim on. Each and every default by the Subcontractor under the Subcontract shall give rise to a separate claim or cause of action hereunder, and separate claims or suits may be brought, as the case may be, hereunder as such default occurs.

4. The Guarantor shall not be exonerated by time being given to the Subcontractor by Construction Contractor nor by any concession or arrangement or waiver or forbearance granted or made by Construction Contractor to or with the Subcontractor or by anything that Construction Contractor may do or omit or neglect to do (including, but without limitation, the assertion or failure or delay to assert any right or remedy of Construction Contractor or the pursuit of any rights or remedies by Construction Contractor or the giving by the Subcontractor of any security or the release, modification or exchange of any such security or the liability of any persons, or any present or future law or regulation purporting to reduce or prejudice any of the obligations or liabilities of the Subcontractor pursuant to the Subcontract) which, but for this provision, might exonerate the Guarantor or by any unenforceability, illegality or invalidity of any provision or provisions of the Subcontract or any of the Subcontractor's Obligations under the Subcontract, so that this Guarantee shall be construed as if there were no such unenforceability, illegality or invalidity, provided that the Guarantor shall not be obligated to perform any obligation to the extent it would be illegal for it to do so.
5. Without prejudice to Construction Contractor's rights against the Subcontractor as principal obligor, the Guarantor shall be deemed principal obligor in respect of the Obligations under this Guarantee and not merely as surety; accordingly, the Guarantor shall not be discharged nor shall its liability hereunder be affected by any act or thing or means whatsoever by which its said liability would have been discharged or affected if it had not been principal obligor.
6. The Guarantor hereby authorizes (without need for further consent) the Subcontractor and Construction Contractor to make any amendment, addendum or variation to the Subcontract, the due and punctual performance of which amendment, addendum or variation shall be likewise guaranteed by the Guarantor in accordance with the terms of this Guarantee. Except to the extent required to reflect such amendment, addendum or variation, the obligations of the Guarantor hereunder shall in no way be affected by any amendment, variation or addendum to the Subcontract.
7. This Guarantee is a continuing guarantee and, accordingly, shall remain in operation and in full force and effect (notwithstanding any intermediate satisfaction by the Subcontractor or any other person) until all Obligations now or hereafter to be carried out or performed and all sums of money and liabilities now or hereafter due, owing, incurred or payable by the Subcontractor to Construction Contractor under the Subcontract shall have been satisfied or performed or, as the case may, be discharged in full and is not revocable and is in addition to and not in substitution for any other security which Subcontractor may at any time hold for the performance of such Obligations and may be enforced against the Guarantor without

CONTROL Y MONTAJES INDUSTRIALES CYMI, S.A.

Vía de los Poblados 9-11 Edificio Trianon, Bloque C 6º planta 28033 Madrid (Spain)

Page 3 of 11



first having recourse to any such security and without taking any steps or proceedings against the Subcontractor, any other guarantor or any other person. In the event that Construction Contractor brings formal legal proceedings against the Subcontractor related to the Subcontract, the Guarantor will be bound by any final judgment made by the court in such proceedings. Notwithstanding anything else contained in this Guarantee, Construction Contractor shall not make a claim pursuant to this Guarantee unless the Subcontractor is in default pursuant to the terms of the Subcontract and notice of such default has been given to the Subcontractor in accordance with the Subcontract.

8. -This Guarantee shall come into full force and effect if the Subcontract comes into full force and effect and when required. This Guarantee shall continue in full force and effect until all the Subcontractor's obligations and liabilities under the Subcontract have been discharged, when this Guarantee shall expire and shall expire and shall be returned to Cymi, and Cymi's liability hereunder shall be discharged absolutely.
9. Neither the liability of the Guarantor hereunder nor the rights of Construction Contractor in relation to this Guarantee shall be discharged, released, reduced, impaired or affected by reason of:
 - (a) any limitation of status or power, disability, incapacity or other circumstance relating to the Subcontractor or any other person, including any insolvency, bankruptcy, liquidation, reorganization, readjustment, composition, dissolution, winding-up or other proceeding involving or affecting the Guarantor or the Subcontractor;
 - (b) any irregularity, defect, unenforceability or invalidity in respect of any Obligations of the Subcontractor;
 - (c) any failure of the Subcontractor, whether or not without fault on its part, to perform or comply with any of the provisions of the Subcontract, or to give notice thereof to the Guarantor;
 - (d) the taking or enforcing or exercising or the refusal or neglect to take or enforce or exercise any right or remedy of Construction Contractor against the Subcontractor or its assets, or the release or discharge of any such right or remedies;
 - (e) the granting of time, renewals, extensions, compromises, concessions, waivers, releases, discharges and other indulgences by Construction Contractor to the Subcontractor;
 - (f) any change in the ownership, control, name, objects, businesses, assets, capital structure or constitution of the Guarantor or the Subcontractor;
 - (g) any merger, amalgamation or consolidation of the Guarantor or the Subcontractor with any person or persons;
 - (h) the existence of any claim, set-off or other rights which the Guarantor may have at any time against the Subcontractor;
 - (i) any compromise, release of any security (including any other guarantee, letter of credit or bond), waiver, renewal, extension, indulgence, compromise, amendment, addition, deletion, change, release, discharge or modification of or with respect to any of the Obligations guaranteed under this Guarantee;
 - (j) any failure, neglect or omission on the part of Construction Contractor or, as the case may be any other person to give the Guarantor notice of the occurrence of any default by the Subcontractor

CONTROL Y MONTAJES INDUSTRIALES CYMI, S.A.

Vía de los Poblados 9-11 Edificio Trianon, Bloque C 6ª planta 28033 Madrid (Spain)

Page 4 of 11



under or with respect to the Obligations, or to realize upon any Obligations or liabilities of the Subcontractor;

- (k) any judgment or right which Construction Contractor may have or exercise against the Subcontractor or the Guarantor;
 - (l) the Subcontract not being duly executed and delivered by the Subcontractor to Construction Contractor;
 - (m) the Subcontract (and the performance by the Subcontractor of its Obligations thereunder) not being duly authorized by the Subcontractor; and
 - (n) any other act, event or omission which might, but for the provisions of this Guarantee, operate to discharge, impair or otherwise affect any of the obligations or liabilities of the Guarantor hereunder or any of the rights, remedies or powers conferred upon Construction Contractor.
10. For so long as and only while any amount is due, payable and remains unpaid by the Subcontractor under the Subcontract or any amount is due, payable and unpaid by the Guarantor under this Guarantee, the Guarantor shall not claim, recover, accept or prove as creditor or otherwise in competition with Construction Contractor in respect of any monies owing to it by the Subcontractor, on grounds that the Guarantor performed the Obligations of the Subcontractor under the Subcontract, in the event of any bankruptcy, liquidation or other insolvency proceedings relating to the Subcontractor. If any amount shall be paid by the Subcontractor to the Guarantor, on grounds that the Guarantor performed the Obligations of the Subcontractor under the Subcontract, in connection with an insolvency proceeding at any time when all guaranteed Obligations shall not have been fully satisfied, then such amount shall be used by the Guarantor solely towards performance of the unperformed guaranteed Obligations until the guaranteed Obligations are satisfied in full.
11. If any payment by the Subcontractor or the Guarantor in respect of the Obligations of the Subcontractor under and pursuant to the Subcontract is avoided or annulled or must be repaid as a result of insolvency or any similar event, the liability of the Guarantor will continue as if such payment had not occurred (and to the extent necessary, the guarantee of the Guarantor will automatically be reinstated). For greater certainty, the Guarantor agrees that it will remain liable for the performance in full of such Obligations even if the Subcontractor is discharged therefrom by applicable legislation relating to bankruptcy, insolvency or reorganization.
12. The Guarantor represents and warrants to Construction Contractor as follows:
- (a) the Guarantor is a corporation existing under the laws of Spain;
 - (b) the Guarantor has the corporate power and authority to own its property and assets, transact the business in which it is engaged and to enter into this Guarantee and perform its obligations hereunder;
 - (c) this Guarantee has been duly authorized, executed and delivered by the Guarantor and constitutes a valid and binding agreement of the Guarantor and is enforceable against the Guarantor in accordance with the terms of this Guarantee, except to the extent limited by equitable principles and laws affecting the rights of creditors generally, and no other corporate proceedings on the



part of Guarantor or its affiliates are necessary to authorize this Guarantee or the transactions contemplated hereby;

- (d) no consent, authorization or approval or other action by, and no notice to or filing with, any governmental authority or other regulatory body or third party in any jurisdiction is required for the due execution, delivery and performance by the Guarantor of this Guarantee and its signatory is a duly authorized representative and has the power to bind the Guarantor by signing this Guarantee;
 - (e) as of the date hereof, the execution, delivery, and performance of this Guarantee does not and will not (i) conflict with or result in a default, breach or violation of any of the terms, conditions or provisions of the Guarantor's certificate or articles of incorporation, bylaws or other organizational documents of the Guarantor, as applicable, (ii) constitute an event which would result in the acceleration in maturity of any material indebtedness for borrowed money in an amount exceeding USD\$25,000,000 (or the equivalent in other currencies) provided that any such failure to pay under the relevant agreement has not been permanently waived, rescinded or annulled in writing by the relevant creditor(s), (iii) violate any material order, writ, injunction decree, arbitration award, statute, rule or regulation applicable to the Guarantor or any of its properties or assets, or (iv) conflict with any material agreement, instrument or arrangement to which the Guarantor is now a party or by which the Guarantor is, or may be, bound, to the extent that any of the above would materially adversely affect its ability to perform its obligations under this Guarantee;
 - (f) as of the date hereof, except as disclosed by the Guarantor, there is no actual, or, to the knowledge of the Guarantor, pending or threatened litigation or proceeding against or affecting the Guarantor before any court, governmental authority, commission or arbitrator which, if successful, could reasonably be expected to have a material adverse effect on the ability of the Guarantor to perform its obligations under this Guarantee; and
 - (g) the Guarantor acknowledges that it is familiar with the terms of this Guarantee and the Subcontract, including any references to the Construction Contract and the Project Agreement that are explicitly incorporated therein.
13. The Guarantor covenants that, upon demand from Construction Contractor, it will perform all acts and execute all deeds and documents reasonably necessary to give full effect to the provisions hereof and to ensure that this Guarantee will be at all times enforceable against the Guarantor.
14. Any amount not paid when due hereunder shall bear interest at the interest rate set out in the Subcontract, provided that such interest will not be in duplication of any interest payable pursuant to the Subcontract and claimed hereunder.
- 15.
- (a) If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due hereunder to Construction Contractor in one currency (the "**Original Currency**") into another currency (the "**Judgment Currency**"), the Guarantor agrees, to the fullest extent that it may effectively do so under applicable law, that the rate of exchange used shall be that at which in accordance with normal banking procedures Construction Contractor could purchase the Original

CONTROL Y MONTAJES INDUSTRIALES CYMI, S.A.

Vía de los Poblados 9-11 Edificio Trianon, Bloque C 6º planta 28033 Madrid (Spain)

Page 6 of 11



Currency with the Judgment Currency on the Business Day preceding that on which final judgment is paid or satisfied.

- (b) The obligations of the Guarantor in respect of any sum due in the Original Currency from it to Construction Contractor under this Guarantee shall, notwithstanding any judgment in any Judgment Currency, be discharged only to the extent that, on the Business Day following receipt by Construction Contractor of any sum adjudged to be so due in such Judgment Currency, it may in accordance with normal banking procedures purchase the Original Currency with such Judgment Currency. If the amount of the Original Currency so purchased is less than the sum originally due to Construction Contractor in the Original Currency, the Guarantor agrees, as a separate obligation and notwithstanding any such judgment, to indemnify Construction Contractor against such loss and, if the amount of the Original Currency so purchased exceeds the sum originally due to Construction Contractor in the Original Currency, it shall remit such excess to the Guarantor.

16.

- (a) All payments required to be made by the Guarantor hereunder shall be made to Construction Contractor, free and clear of, and without deduction or withholding for, any and all present and future Taxes. If as a result of this Guarantee the Guarantor shall be required by law to deduct any Taxes from or in respect of any sum payable hereunder (other than any amount the Subcontractor would have been required to deduct or withhold pursuant to the Subcontract), the sum payable shall be increased as much as shall be necessary so that after making all required withholdings and deductions (including withholdings and deductions applicable to additional sums payable under this Section 15) Construction Contractor receives an amount equal to the sum they would have received had no such withholdings or deductions been made.
- (b) The Guarantor will hold harmless the Construction Contractor for any possible unpaid taxes by the Subcontractor in connection with any payment made under this guarantee, including any penalties, interest and reasonable expenses arising from, or with respect to, such unpaid taxes
- (c) For the purposes hereof, "**Taxes**" means any and all present or future taxes, levies, imposts, duties, deductions, charges or withholdings imposed by any governmental authority, including any and all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made under this Guarantee or from the execution, delivery or enforcement of, or otherwise with respect to, this Guarantee and "**Excluded Taxes**" means any taxes based on the net income of Construction Contractor (including franchise taxes imposed in lieu of net income taxes) imposed by (x) the Canadian federal government, or (y) the jurisdiction where such party is organized or has its principal office.

- 17. The Guarantor acknowledges that Construction Contractor is a general partnership comprising Dragados Canada, Inc, Aecon Infrastructure Management Inc. and Dufferin Construction Company, a division of CRH Canada Group Inc. ("Construction Contractor") and that its rights under this Guarantee may (a) be enforced by any of its members or their successors, provided that any Obligations, payment or other liability enforced by one member may not be pursued or enforced by another member, and (b) be assigned to permitted assigns of Construction Contractor under the Subcontract.

CONTROL Y MONTAJES INDUSTRIALES CYMI, S.A.

Vía de los Poblados 9-11 Edificio Trianon, Bloque C 6º planta 28033 Madrid (Spain)

Page 7 of 11



18. No action or proceedings for any breach of this Guarantee shall be commenced against the Guarantor after the expiry of the limitation period in respect of the underlying Obligations of the Subcontractor under the Subcontract. This Guarantee and all obligations of the Guarantor hereunder shall not be assigned, transferred, charged, disposed of or otherwise alienated in any interest in or obligation thereunder by the Guarantor without the prior written consent of Construction Contractor.
19. The invalidity, illegality or unenforceability in whole or in part of any of the provisions of this Guarantee shall not affect the validity, legality and enforceability of the remaining part or provisions of this Guarantee. The obligations and liabilities of the Guarantor hereunder shall not be impaired, diminished, abated or otherwise affected by the commencement by or against the Guarantor of any proceedings under any bankruptcy or insolvency law or laws relating to the relief of debtors, re-adjustment of indebtedness, reorganization, arrangements, compositions or extensions or other similar laws.
20. The Guarantor represents and warrants that this Guarantee is its legally binding obligation, enforceable in accordance with its terms, and that all necessary governmental, corporate and other consents and authorizations for the giving and implementation of this Guarantee have been obtained.
21. Any notice or demand ("**Communication**") hereunder shall be duly signed by or on behalf of a duly authorized officer of the person giving the Communication and left at or sent by hand delivery or by facsimile transmission to the following addresses:

(a) If to Construction Contractor:

Mosaic Transit Constructors General Partnership
555 Hanlan Road, Suite 8
Woodbridge, ON L4L 4R8
notices@mosaictransit.com

With a copy to: Sean Lal, Contracts & Legal Director
slal@mosaictransit.com

(b) If to Guarantor:

Control y Montajes Industriales CYMI, S.A.
Calle Vía de los Poblados, 9-11
Edificio Trianon Bloque C
28033 Madrid

22. Any party may change its address for Communication to another address by prior Communication in writing to the other party.
23. Any Communication shall be deemed to have been received:
 - (a) if sent by hand, when delivered;
 - (b) if sent by facsimile or email, upon sending, subject to:
 - i. confirmation of uninterrupted transmission by a transmission report; or
 - ii. there having been no telephonic communication by the recipient to the sender (any such



telephonic communication to be confirmed in writing) that the facsimile or the email has not been received in legible form;

- A. within 3 hours after sending, if sent on a Business Day and between the hours of 9:00 a.m. and 4:00 p.m.; or
- B. by noon on the next following Business Day if sent after 4:00 pm on a Business Day but before 9:00 a.m. on the following Business Day,
- C. provided that any Communication given by fax or email shall be confirmed by letter sent by hand or post, but without prejudice to the original fax Communication if received in accordance with this Clause 22.2(b).

24. This Guarantee shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein without regard to conflicts of laws principles, and all actions or proceedings in respect of any claim arising out of or related to this Guarantee, whether in contract, tort, at law or in equity, shall be brought in the courts of the Province of Ontario.

25. This Guarantee may be executed in any number of counterparts, each of which will be an original, and each of which may be delivered by facsimile or functionally equivalent electronic means, including pdf email and this has the same effect as if the signatures on the counterparts were on a single copy of this Guarantee.

26. Notwithstanding any other provision of this Guarantee:

- (a) in no event shall the aggregate liability of the Guarantor under this Guarantee exceed the maximum aggregate liability of the Subcontractor set out in the Subcontract, but this limit of liability:
 - i. shall be subject to the same exceptions as apply to the limit of liability of the Subcontractor under the Subcontract;
 - ii. shall not apply to amounts payable by the Guarantor pursuant to Section 15 arising from the deduction of Taxes; and
 - iii. shall not apply to any interest and enforcement costs payable under this Guarantee;
- (b) in determining the Guarantor's liability under this Guarantee other than section 2(c) above, the Guarantor shall have the benefit of all (but no greater) rights, defences and limitations that the Subcontractor would have been entitled to assert under the Subcontract;
- (c) in determining the Guarantor's liability under section 2(c) above, such liability shall be determined as if the Guarantor had the benefit of all (but no greater) rights, defences and limitations that the Subcontractor would be entitled to assert under the Subcontract if the obligation that is unenforceable, invalid or illegal were enforceable, valid or legal; and
- (d) notwithstanding paragraph (c) above (but without prejudice to the Guarantor's liability for claims properly made against the Subcontractor within applicable limitation periods), where an obligation of the Subcontractor has become unenforceable due to the expiry of applicable limitation periods, the Guarantor's liability under this Guarantee shall be determined as if the Guarantor had the benefit of the same limitation periods that the Subcontractor as a member of the Subcontractor would be entitled to assert under the Subcontract.

CONTROL Y MONTAJES INDUSTRIALES CYMI, S.A.

Vía de los Poblados 9-11 Edificio Trianon, Bloque C 6º planta 28033 Madrid (Spain)

Page 9 of 11



- (e) In no event shall the guarantor be subject to any consequential, exemplary, equitable, loss of profits, incidental, punitive, or tort damages.

[SIGNATURE PAGE FOLLOWS]

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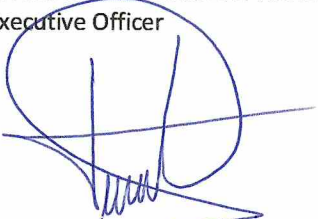


IN WITNESS WHEREOF this Guarantee has been executed by the parties and delivered by the Guarantor as of the date first above written.

CONTROL Y MONTAJES INDUSTRIALES CYMI, S.A.

Per: 

MARCO ANTONIO RODRIGUEZ VIDAL
Chief Executive Officer


Per: _____
BERNARDO DE LA FUENTE ELVIRA
Chief Financial Officer

MOSAIC TRANSIT CONSTRUCTORS GENERAL PARTNERSHIP

Per: _____
Name: _____
Title: _____



Andrew J. Heal, LL.M.
Heal & Co.
340 King Street East
4th Floor, North Elevator
Toronto, Ontario M5A 1K8
Phone: 416.583.5901
E-Mail: aheal@healandco.com
Web: www.healandco.com

March 19, 2026

SENT BY EMAIL AND REGISTERED MAIL

Mosaic Transit Constructors General Partnership /
Mosaic Transit Group
555 Hanlan Road, Unit 8
Woodbridge, ON L4L 4R8

Attention:

Contract Manager, Mehdi Khaleghifar mkhaleghifar@mosaictransit.com
Deputy Project Director, Lindsay Lootsma llootsma@mosaictransit.com

Dear Sir/Madam:

Re: Finch West LRT Project (the “Project”)
Subcontract No. 50-CS-08 Overhead Catenary System, Traction Power Substation
(“Subcontract”)
Subject: Substantial Completion Holdback
Our File No.: 10054-019

We write further to our correspondence of March 2, 2026.

Please accept this as formal written notice that Mosaic Transit Group (“**MTC**”) is in breach of the Subcontract and in particular the payment provisions found in Schedule B “Subcontract Price and Payment”.

CYMI has provided its Holdback invoice. The payment was due the day following the expiration of the Holdback Period.

In addition, MTC is liable to pay interest on the outstanding Holdback due and payable at the interest rate that is 1% per annum above the prime rate of the Royal Bank of Canada until payment is received.

If payment is not received by CYMI by **5:00 PM on Thursday March 26, 2026**, CYMI will take proceedings without further notice to MTC as MTC is in breach of the Subcontract terms related to the release of Holdback as set out in Schedule B.

CYMI reserves all of its rights under the Subcontract and at law. The total payable, with taxes is \$4,988,976.22 plus interest, and CYMI expects MTC to make payment as required under the Subcontract.

Yours very truly,

Heal & Co.



Andrew J. Heal
AJH/ak

c.c. CYMI, S.A. - Pedro Careaga Mozo de Rosales, Oscar De la Fuente

This is Exhibit “F” referred to in the Affidavit of Oscar De la Fuente Tomé sworn by Oscar De la Fuente Tomé of the Madrid, in Spain, before me at the City of Toronto, in the Province of Ontario, on September 24, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:



Commissioner for Taking Affidavits (or as may be)

CRYSTAL HAWKINS

**Crystal Lynn Hawkins, a Commissioner, etc.,
Province of Ontario, for Gardiner Roberts LLP, Lawyers.
Expires September 3, 2028.**

**Mosaic Transit Constructors General Partnership**

555 Hanlan Road, Suite 8, Woodbridge, ON L4L4R8

MTC-PMT-LTR- 05668

March 30, 2026

Heal & Co.
340 King Street East 4th Floor, North Elevator
Toronto, Ontario M5A 1K8
Phone: 416.583.5901
E-Mail: aheal@healandco.com

Attn: Andrew J. Heal, LL.M.

Dear Mr. Heal,

Mosaic Transit Constructors. ("Mosaic") writes in response to your correspondence dated March 2, 2026 and March 19, 2026, regarding your client's request for the release of the statutory holdback in connection with CYMI Canada Inc. under Subcontract No. 50-CS-08.

Mosaic acknowledges that, subject to compliance with the *Construction Act* (Ontario), including the expiry of the applicable lien periods and the absence of any preserved or perfected liens, the statutory holdback may become payable. Notwithstanding the foregoing, Mosaic notes that your client remains subject to continuing Subcontract obligations, including but not limited to: the correction of deficiencies, a two (2) year warranty following substantial performance, confidentiality, document retention, and others.

In light of (i) the ongoing nature of these warranty obligations, and (ii) information available to Mosaic in relation to your client's current financial position and operational presence in North America, Mosaic has material concerns regarding the practical enforceability of CYMI's Subcontract obligations in the absence of adequate, reliable, and locally enforceable security.

Mosaic understands that, until recently, CYMI Spain (the "Guarantor") was associated with the ACS Group. This is no longer the case, as CYMI Spain is no longer part of the ACS Group. While FlatironDragados is a joint venture partner of Mosaic and an ACS Group company, the recent organizational changes within CYMI materially diminish the effectiveness and reliability of the existing parental guarantee throughout the warranty period.

While Mosaic acknowledges the existence of a parental guarantee, Mosaic does not consider that instrument, in its current form, to be equivalent to a performance bond or other readily enforceable security, particularly when regard is had to the complexities and risks associated with cross-border enforcement against the Guarantor.

In light of the foregoing, the tenuity of CYMI's financial position is a potential event of default pursuant to GC 8.1.2(m) of the Subcontract as Mosaic is not satisfied with the existing security arrangement.



Mosaic Transit Constructors General Partnership
555 Hanlan Road, Suite 8, Woodbridge, ON L4L4R8
MTC-PMT-LTR- 05668

Accordingly, Mosaic is prepared to proceed with the release of the statutory holdback on the condition that appropriate security is provided to support your client's warranty obligations, including one or more of the following:

- a performance bond covering the full warranty period;
- an irrevocable standby letter of credit issued by a Canadian chartered bank; or
- a revised parental guarantee in a form acceptable to Mosaic.

Mosaic is willing to cover the full cost of procuring said security by utilizing one or more of the security frameworks set forth above. With that said, Mosaic remains willing to engage constructively by exploring all reasonable alternatives with your client including reviewing audited financial statements from CYMI Canada and other relevant documents demonstrating your client's strong and continuing operational presence.

Mosaic remains willing to resolve this matter amicably and without escalation, which would only result in unnecessary costs and potential damages. However, should your client elect to proceed otherwise, Mosaic will vigorously defend its position, at your client's sole risk and expense.

All rights are expressly reserved.

Yours truly,

Paul Dipede

Paul Dipede
Legal Director
Mosaic Transit Constructors General Partnership

CYMI CANADA INC.

-and-

**MOSAIC TRANSIT CONSTRUCTORS GENERAL
PARTNERSHIP**

Applicant

Respondent

Court File No. CL-26-00000412-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF OSCAR DE LA FUENTE TOMÉ

GARDINER ROBERTS LLP
Bay Adelaide Centre, East Tower
22 Adelaide Street West, Suite 3600
Toronto ON M5H 4E3

Chris Besant (24882O)
416-865-4022
cbesant@grllp.com

Saisha Mahil (80083T)
416-203-9547
smahil@grllp.com

Lawyers for the Applicant,
CYMI Canada Inc.

CYMI CANADA INC.

-and-

**MOSAIC TRANSIT CONSTRUCTORS GENERAL
PARTNERSHIP**

Applicant

Respondent

Court File No. CL-26-00000412-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

APPLICATION RECORD OF CYMI CANADA INC.

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cbesant@grllp.com

Saisha Mahil (80083T)
416-203-9547
smahil@grllp.com

Lawyers for the Applicant,
CYMI Canada Inc.

Tab 3

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

THE HONOURABLE	)	THURSDAY, THE 2 nd
	)	
JUSTICE CAVANAGH	)	DAY OF OCTOBER, 2026

**IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C., 1985, C. B-3,
AS AMENDED**

**IN THE MATTER OF THE NOTICE OF INTENTION TO
MAKE A PROPOSAL OF CYMI CANADA INC. FILED IN
THE CITY OF OTTAWA, IN THE PROVINCE OF ONTARIO**

ORDER

THIS MOTION, made by CYMI Canada Inc. (“CYMI”) pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3 (the “BIA”), for an order, among other things: (a) extending the time for CYMI to file a proposal under section 50.4(9) of the BIA until November 11, 2026; and (b) approving the Fourth Report of the Proposal Trustee (as defined herein); was heard this day by videoconference.

ON READING the affidavits of Oscar De la Fuente Tomé, affirmed June 5, 2026, July 2, 2026, August 18, 2026, and September 30, 2026 (the “**Tomé Affidavit**”), and the First Report, Second Report, Third Report, and the Fourth Report dated September 30, 2026 (the “**Fourth Report**”), of TDB Restructuring Limited in its capacity as proposal trustee of CYMI (the “**Proposal Trustee**”), and on being advised that CYMI filed a Notice of Intention to Make a Proposal (“**NOI Proceeding**”) pursuant to section 50.4(1) of the BIA on May 12, 2026 (the “**NOI Filing Date**”), and obtained an extension of time to file same by Order of this Honourable Court on August 20, 2026 until October 5, 2026, and on hearing the submissions of the respective counsel for CYMI, the Proposal Trustee, and such other counsel and parties as are listed on the Participant Information

Form, no one else appearing although duly served as appears from the Affidavit of Service of Crystal Hawkins dated September 30, 2026 regarding service of the Motion Record, filed;

SERVICE AND INTERPRETATION

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion, Motion Record and Fourth Report are hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that capitalized terms used but not defined in this Order shall have the meanings given to them in the Fourth Report and the Tomé Affidavit, as applicable.
3. **THIS COURT ORDERS** that all references to currency herein shall be in Canadian dollars.

EXTENSION OF TIME TO FILE A PROPOSAL

4. **THIS COURT ORDERS** that pursuant to section 50.4(9) of the BIA, the time for CYMI to file a proposal is hereby extended up to and including November 11, 2026.

APPROVAL OF FOURTH REPORT

5. **THIS COURT ORDERS** that the Fourth Report, as well as the actions, conduct and activities of the Proposal Trustee as described therein, be and are hereby approved; provided, however, that only the Proposal Trustee, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

PROPOSAL TRUSTEE

6. **THIS COURT ORDERS** that the Proposal Trustee continues to be and is hereby authorized and empowered to take all steps required to fulfill its duties under the BIA or as an officer of this Court, including to perform such duties as are required to give effect to the terms of this Order and such other orders as have been and may be made by this Court from time to time, and to have such protections as previously ordered, all as previously set out in the July 7, 2026 and June 9 2026 Orders made in this proceeding.

SERVICE OF DOCUMENTS

7. **THIS COURT ORDERS** that the Guide Concerning Commercial List E-Service (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/](https://www.ontariocourts.ca/scj/practice/regional-practice%20directions/eservice-commercial/)) shall be valid and effective service. Subject to Rule 17.05 of the *Rules of Civil Procedure* (the “**Rules**”), this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules. Subject to Rule 3.01(d) of the Rules 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:

8. **THIS COURT ORDERS** that CYMI, the Proposal Trustee and their respective counsel are at liberty to serve or distribute this Order, and other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding copies thereof by electronic message to CYMI’s creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or judicial obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

9. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Guide is not practicable, CYMI and the Proposal Trustee and their respective counsel and agents are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding copies thereof by prepaid ordinary mail, courier, personal delivery, email or facsimile transmission to CYMI’s creditors or other interested parties at their respective addresses (including email addresses) as last shown on the records of CYMI and that any such service or distribution shall be deemed to be received on the earlier of (a) the date of transmission thereof, if sent by electronic message on or prior to 5:00 p.m. Eastern Time; (b) the next business day following the date of forwarding or transmission thereof, if sent by courier, personal delivery, facsimile transmission or electronic message sent after 5:00 p.m. Eastern; or (c) on the third business day following the date of forwarding thereof, if sent by ordinary mail.

GENERAL

10. THIS COURT ORDERS that this Order shall have full force and effect in all provinces and territories in Canada.

11. THIS COURT ORDERS that CYMI, the Proposal Trustee, and the DIP Lender may, from time to time, apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

12. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, agency or regulatory or administrative bodies, having jurisdiction in Canada, the United States of America or any other jurisdiction, to give effect to this Order and to assist CYMI, the Proposal Trustee and their respective agents in carrying out the terms of this Order. All courts, tribunals, agencies and regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to CYMI and to the Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Proposal Trustee in any foreign proceeding, or to assist CYMI and the Proposal Trustee and their respective agents in carrying out the terms of this Order.

13. THIS COURT ORDERS that each of CYMI and the Proposal Trustee be at liberty and are 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 Proposal Trustee 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.

14. THIS COURT ORDERS that any interested party, including CYMI and the Proposal Trustee may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to CYMI and the Proposal Trustee, or upon such other notice, if any, as this Court may order.

15. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Time on the date of this Order without the need for entry or filing.

Justice Cavanagh

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C., 1985, C. B-3, AS AMENDED

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF CYMI CANADA INC. FILED IN THE CITY OF OTTAWA, IN THE PROVINCE OF ONTARIO

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

ORDER

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MOTION RECORD OF CYMI CANADA INC.

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