

# LANDLORD'S EVIDENCE

FILE: LTB-L 076488-23

165 ONTARIO STREET, ST. CATHARINES

TAB 1 – Balcony restoration contract with tender included

Tab 2 – Boiler replacement contract and automation system

Tab 3 – Elevator modernization with tender included

TAB 4 – Exterior stairwell enclosure contract

TAB 5 – Security cameras and fob system letter

\*\*\*Note due to size, the standard terms of the CCDC construction contracts have been omitted.

Tab 1

## CCDC 2

## stipulated price contract

2008

Installation of Balcony Slabs and Repair Exterior Walls  
165 Ontario Street, St. Catharines, Ontario

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copyright and is intended by the  
parties to be an unaltered version of  
CCDC 2 – 2008 except to the extent  
that any alterations, additions or  
modifications are set forth in  
supplementary conditions.



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- Public Sector Owners
- Private Sector Owners
- Canadian Bar Association (Ex-Officio)
- \* The Association of Canadian Engineering Companies
- \* The Canadian Construction Association
- \* Construction Specifications Canada
- \* The Royal Architectural Institute of Canada

\*Committee policy and procedures are directed and approved by the four constituent national organizations.

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**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

For use when a stipulated price is the basis of payment.

This Agreement made on the 2nd day of September in the year 2021.

by and between the parties

InterRent Holdings Manager Limited Partnership by its general partner InterRent Holdings Manager GP ULC  
 hereinafter called the "Owner"

and

Citrex Corp.

hereinafter called the "Contractor"

The Owner and the Contractor agree as follows:

**ARTICLE A-1 THE WORK**

The Contractor shall:

- 1.1 perform the Work required by the Contract Documents for

the installation of balcony slabs and repair exterior walls

insert above the name of the Work

located at

165 Ontario Street, St. Catharines, Ontario, L2R 5K4

insert above the Place of the Work

for which the Agreement has been signed by the parties, and for which

N/A

insert above the name of the Consultant

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

- 1.2 do and fulfill everything indicated by the Contract Documents, and

- 1.3 commence the Work by the 31st day of August in the year 2021 and, subject to adjustment in Contract Time as provided for in the Contract Documents, attain Substantial Performance of the Work, by the 31st day of May in the year 2022.

**ARTICLE A-2 AGREEMENTS AND AMENDMENTS**

- 2.1 The Contract supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the Work, including the bidding documents that are not expressly listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS.
- 2.2 The Contract may be amended only as provided in the Contract Documents.

## ARTICLE A-3 CONTRACT DOCUMENTS

3.1 The following are the *Contract Documents* referred to in Article A-1 of the Agreement - THE WORK:

- Agreement between *Owner* and *Contractor*
- Definitions
- The General Conditions of the Stipulated Price Contract

\*

APPENDIX A to the CCDC2 - Stipulated Price Contract

Article 1 - Contractor's tender bid dated June 17th, 2021

Article 2 - Contractor's WSIB clearance certificate

Article 3 - Contractor's general liability insurance compliant with CCDC41, naming the Owner as both additionally insured and as certificate holder

Article 4 - Contractor's Ministry of Labour Form 1000 (Registration of Constructors & Employers Engaged in Construction)

\* (Insert here, attaching additional pages if required, a list identifying all other *Contract Documents* e.g. supplementary conditions; information documents; specifications, giving a list of contents with section numbers and titles, number of pages and date; material finishing schedules; drawings, giving drawing number, title, date, revision date or mark; addenda, giving title, number, date)

## ARTICLE A-4 CONTRACT PRICE

4.1 The *Contract Price*, which excludes *Value Added Taxes*, is:

Nine hundred and ninety-eight thousand, four hundred and seventy-five ----- 00 /100 dollars \$ 998,475.00

4.2 *Value Added Taxes* (of 13.00 %) payable by the *Owner* to the *Contractor* are:

One hundred and twenty-nine thousand, eight hundred and one ----- 75 /100 dollars \$ 129,801.75

4.3 Total amount payable by the *Owner* to the *Contractor* for the construction of the *Work* is:

One million, one hundred twenty-eight thousand, two hundred seventy-six - 75 /100 dollars \$ 1,128,276.75

4.4 These amounts shall be subject to adjustments as provided in the *Contract Documents*.

4.5 All amounts are in Canadian funds.

## ARTICLE A-5 PAYMENT

5.1 Subject to the provisions of the *Contract Documents*, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of \$112,827.68 equal to ten percent ( 10 %), the *Owner* shall:

- 1 make progress payments to the *Contractor* on account of the *Contract Price* when due in the amount certified by the *Consultant* together with such *Value Added Taxes* as may be applicable to such payments, and
- 2 upon *Substantial Performance of the Work*, pay to the *Contractor* the unpaid balance of the holdback amount when due together with such *Value Added Taxes* as may be applicable to such payment, and
- 3 upon the issuance of the final certificate for payment, pay to the *Contractor* the unpaid balance of the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.

5.2 In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payments shall be made to the *Contractor* in accordance with the provisions of GC 11.1 – INSURANCE.

5.3 Interest

- 1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:
  - (1) 2% per annum above the prime rate for the first 60 days.
  - (2) 4% per annum above the prime rate after the first 60 days.Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by

the Bank of Canada

(Insert name of chartered lending institution whose prime rate is to be used)

for prime business loans as it may change from time to time.

- 2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.3.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

## ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

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

### Owner

InterRent Holdings Manager Limited Partnership by its general partner InterRent Holdings Manager GP ULC

*name of Owner\**

485 Bank Street, Suite 200, Ottawa, Ontario, K2P 1Z2

*address*

613-728-2978

*facsimile number*

Construction-admin@clvgroup.com

*email address*

### Contractor

Citrex Corp.

*name of Contractor\**

50 Ritin Lane, Unit 4, Concord, Ontario, L4K 4C9

*address*

416-877-9229

*facsimile number*

alexey@citrex.ca

*email address*

### Consultant

N/A

*name of Consultant\**

N/A

*address*

N/A

*facsimile number*

N/A

*email address*

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

## ARTICLE A-7 LANGUAGE OF THE CONTRACT

- 7.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English / ~~French~~ # language shall prevail.  
# Complete this statement by striking out inapplicable term.

- 7.2 This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.

## ARTICLE A-8 SUCCESSION

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

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

SIGNED AND DELIVERED  
in the presence of:

### WITNESS

  
signature

Jeff Gordon  
name of person signing

  
signature

Jeff Gordon  
name of person signing

### WITNESS

  
signature

Rada Munteanu P.M.  
name of person signing

signature

name of person signing

### OWNER

InterRent Holdings Manager Limited Partnership by its general partner InterRent Holdings Manager GP ULC

name of owner  
  
signature

Brad Cutsey,  
President  
name and title of person signing

David Nevins  
signature

Dave Nevins,  
COO  
name and title of person signing

### CONTRACTOR

Citrex Corp.  
name of Contractor

  
signature  
name and title of person signing

signature

name and title of person signing

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

## Appendix A to the CCDC2 – 2008 Stipulated Price Contract

Project Information	
<b>Project #</b>	1153_2021_17u
<b>Title</b>	Balcony Slabs
<b>Address</b>	165 Ontario Street
<b>City, Prov., PC</b>	St. Catharines, Ontario, L2R 5K4
<b>Country</b>	Canada

Contract Information	
<b>Contract #</b>	1153_01
<b>Issue Date</b>	August 17, 2021
<b>Subject</b>	Installation of Balcony Slabs and repair Exterior Walls
<b>Holdback Percentage (%)</b>	
<b>Work</b> 10 %	<b>Stored Mat'l.</b> 10 %

Owner	
<b>Contact</b>	Jeff Gordon, Yashvir Duggal
<b>Company</b>	InterRent Holdings Manager Limited Partnership by its general partner InterRent Holdings Manager GP ULC
<b>Address</b>	485 Bank Street, Suite 200
<b>City, Prov., PC</b>	Ottawa, Ontario, K2P 1Z2
<b>Country</b>	Canada
<b>Phone</b>	613-722-6004
<b>Fax</b>	613-728-2978

Contractor	
<b>Contact</b>	Alexey Astashev
<b>Company</b>	Citrex Corp.
<b>Address</b>	50 Ritin Lane, Unit 4
<b>City, Prov., PC</b>	Concord, Ontario
<b>Country</b>	Canada
<b>Phone</b>	416-877-9229
<b>Email</b>	alexey@citrex.ca

**THE FOLLOWING SUPPLEMENTAL CONDITIONS AMEND THE SPECIFIED SECTIONS OF THE CCDC2 CONTRACT DOCUMENT. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE CCDC2 CONTRACT AND THE AMENDMENTS SET OUT BELOW, THE PROVISIONS OF THE AMENDMENTS SHALL PREVAIL. (PLEASE READ CAREFULLY)**

Amend the following article within "ARTICLE A-5 PAYMENT"

- 5.1.1 Delete "...in the amount certified by the *Consultant*..." and replace with "...in the amount certified by the *Owner*..."

Add the following articles to "ARTICLE A-5 PAYMENT"

- 5.3.3 The *Contractor* shall have no claim for interest on invoiced amounts which have not been certified by the *Owner*.

- 5.4.1 ~~An early payment discount equal to 3% shall be applied if the payment is made within 15 days of receipt of an application for payment by the *Owner*.~~

Add the following new article "ARTICLE A-9 CONFIDENTIALITY"

- 9.1 The *Contractor* agrees to ensure that it shall, both during or following the term of the Contract, maintain the confidentiality and security of all confidential information and personal information, and that it shall not directly or indirectly disclose, destroy, exploit, or use any confidential information or personal information, except where required by law, without first obtaining written consent of the *Owner*. The *Contractor* may disclose any portion of the Contract Documents or any other information provided to the *Contractor* by the *Owner* to any *Subcontractor* or *Supplier* if the *Contractor* discloses only such information as is necessary to fulfill the purposes of the Contract and the *Contractor* has included a commensurate confidentiality provision in its contract with the *Subcontractor* or *Supplier*.

Add the following new article "ARTICLE A-10 TIME OF THE ESSENCE"

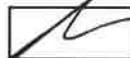
- 10.1 It is agreed that one of the reasons why the *Contractor* was selected for the Work is the *Contractor's* representation and warranty that it will attain Substantial Performance of the Work by the date set out in Article A-1, paragraph 1.3 and the *Contractor* acknowledges that it has been advised by the *Owner* that it is critical to the *Owner* that Substantial Performance of the Work be achieved by the prescribed date and that time is of the essence of this Contract.

Add the following general conditions at the end of "GC 2.3 REVIEW AND INSPECTION OF THE WORK"

- 2.3.8 The *Consultant's* general review during construction and inspection by independent inspection and testing agencies reporting to the *Consultant* are both undertaken to inform the *Owner* of the *Contractor's* performance and shall in no way augment the *Contractor's* quality control or relieve the *Contractor* of contractual responsibility.

Add the following general conditions at the end of "GC 2.4 DEFECTIVE WORK"

- 2.4.4 The *Contractor* shall provide a system of quality control to ensure that the maximum industry standards and/or as specified herein are attained.




## Appendix A to the CCDC2 – 2008 Stipulated Price Contract

- 2.4.5 The *Contractor* shall bring to the attention of the *Consultant* and/or *Owner* any defects in the work or departures from the *Contract Documents* which may occur during construction. The *Owner* shall decide upon corrective action through consultation with the *Consultant*.
- 2.4.6 Where factual evidence exists that defective workmanship has occurred or that work has been carried out incorporating defective materials, the *Consultant* or *Owner* may have tests, concrete cores, inspections or surveys performed, analytical calculation of structural strength made and the like in order to help determine whether the work must be replaced. Tests, inspections or surveys carried out under these circumstances will be made at the *Contractor's* expense, regardless of their result, which may be such that, in the *Consultant's* opinion, the work may be acceptable to the *Consultant*.
- 2.4.6.1 All testing shall be conducted in accordance with the requirements of the Ontario or Quebec Building Codes and any other applicable laws or regulations, except where this would, in the *Consultant's* opinion, cause undue delay or give results not representative of the rejected material in place. In this case, the test shall be conducted in accordance with the standards given by the *Consultant*.

Amend the following general condition within "GC 3.5 CONSTRUCTION SCHEDULE"

- 3.5.1.1 Delete "...prior to the first application for payment..." and replace with the following:

"...No later than two weeks after the receipt by the *Contractor* of:

- a. the *Owner's* written Order to Commence Work, or
- b. the Contract, executed by the *Owner* and the *Contractor*,

whichever is the earlier,..."

Add the following general conditions at the end of "GC 3.5 CONSTRUCTION SCHEDULE"

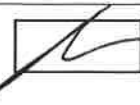
- 3.5.2 If the *Contractor* fails to complete a major activity, critical event or milestone by the date indicated in the latest update to the construction schedule and such failure is anticipated to extend the Contract Time or milestones, the *Contractor* shall, within 7 calendar days of such failure, submit an updated construction schedule with a narrative clearly indicating how the *Contractor* intends to correct the non-performance and return to the accepted construction schedule. Actions by the *Contractor* to complete the Work within the Contract Time (and milestones) shall not be justification for an adjustment to the Contract Time or Contract Price unless such failure is due to a delay in accordance with the provisions of GC 6.5 DELAYS.
- 3.5.3 The *Owner* may, at no additional cost to the *Owner*, order the *Contractor* to increase Construction Equipment, labour force or working hours if the *Contractor* fails to:
- a. Complete a milestone activity by its schedule completion date, or
  - b. Satisfactorily perform the Work as necessary to prevent delay to the overall completion of the Work, but only to the extent required to return to the agreed upon construction schedule.
- 3.5.4 In the event of a conflict between the *Contractor's* performance of the Work and the *Owner's* requirements to operate an operational facility, the operation of the facility shall always take precedence.

Add the following general conditions at the end of "GC 3.13 CLEAN-UP"

- 3.13.4 The *Owner* shall have the right to back charge cleaning costs to the *Contractor* if not done by the *Contractor* within 24 hours of notice to clean.
- 3.13.5 The *Owner* shall have the right to back charge the *Contractor* the cost of repairs of damage to the site caused by *Contractor* if not repaired in a reasonable time frame, the latest being before final payment. The *Contractor* shall also be responsible to rectify or repair any damage discovered by the *Owner* and caused by the *Contractor* after the Contract has been completed within five (5) business days of receipt of the Notice thereof by the *Owner*.
- 3.13.6 The *Owner* shall have the right to back charge the *Contractor* should a false alarm sound as a result of dust or smoke from the Work if sufficient notice, a minimum of twenty four (24) hours, was not been given to the *Owner* by the *Contractor*.

Delete the following general conditions of "GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER"

- 5.1.1 Delete paragraph 5.1.1 in its entirety.
- 5.1.2 Delete paragraph 5.1.2 in its entirety.



## Appendix A to the CCDC2 – 2008 Stipulated Price Contract

Amend the following general conditions within "GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT"

- 5.2.4 Delete paragraph 5.2.4 in its entirety and replace with the following:

The following schedule of values for the parts of the *Work*, aggregating the total amount of the *Contract Price*, shall be used to facilitate evaluation of applications for payment:

Item #	Description – see Article 1 for breakdown	Price
1.	Installation of Balcony Slabs and repair Exterior Walls	\$ 998,475.00
Tax =		129,801.75
Total =		<b>\$1,128,276.75</b>

- 5.2.7 Add to the end of paragraph 5.2.7 the following:

"The *Owner* shall not be obligated to pay for any *Products* not yet incorporated into the *Work* but may do so at the *Owner's* sole discretion. Such *Products* shall remain at the risk of the *Contractor* who shall be responsible for any loss, damage, theft, improper use, or destruction of the *Products* however caused. Where the *Owner* makes advance payments for *Products*, such payment shall not constitute acceptance of the *Products* by the *Owner*."

Add the following general conditions at the end of "GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT"

- 5.2.8 With the exception of the first application for payment, the *Contractor* shall submit a CCDC 9A 'Statutory Declaration' with every application for payment to state that all accounts for labour, subcontract, *Products*, *Construction Equipment*, and other indebtedness which may have been incurred by the *Contractor* in the performance of the *Work* and for which the *Owner* might in anyway be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute.
- 5.2.9 All invoices must identify both the project number and the contract number. All invoices must be billed according to the contract's Schedule of Values. All invoices must be emailed in PDF format to [constructionap@clvgroup.com](mailto:constructionap@clvgroup.com) or mailed in hardcopy format to CLV Group Inc., 485 Bank Street, Suite 200, Ottawa, ON K2P 1Z2 attention: Accounts Payable. *No other point of delivery for invoices will be recognized as received under this agreement*
- 5.2.10 The *Owner* shall be under absolutely no obligation to make any payment to the *Contractor* in the face of either a registered lien or a notice of lien until such lien is discharged.

Delete the following general conditions of "GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK"

- 5.5.3 Delete paragraph 5.5.3 in its entirety.

Amend the following general condition within "GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK"

- 5.6.2 In the third line of paragraph 5.6.2, delete "...the *Owner* shall pay the *Contractor* the holdback amount retained..." and replace with "...the *Owner* may, at its sole discretion, pay the *Contractor* the holdback amount retained..."

The *Owner* shall not be obligated to release any holdback for the *Work* of a *Subcontractor* or *Supplier* prior to *Substantial Performance of the Work* has been achieved as a whole unless specified in the *Contract Documents*.

Add the following general condition at the end of "GC 6 CHANGES IN THE WORK"

### 6.7 VALUATION OF CHANGES

#### 6.7.1 General Procedures

- 6.7.1.1 Changes in the *Work* ordered by the Consultant or *Contractor* in accordance with the General Conditions of the Stipulated Price Subcontract shall be valued in accordance with the General Conditions of the Stipulated Price Subcontract and as more fully specified herein.
- 6.7.1.2 The standard documentation for effecting changes in the *Work* shall be as follows:
- 6.7.1.2.1 Consultant's or *Contractor's* Notice of Change issued to the *Subcontractor* on standard form and accompanied by necessary Drawings, Schedule, Details and Specifications.





## Appendix A to the CCDC2 – 2008 Stipulated Price Contract

- 6.7.1.2.2 Subcontractor's Quotation submitted to the Consultant showing amount by which the Contract Sum shall be adjusted by way of increase or decrease if the change is ordered.
- 6.7.1.2.3 Consultant's or Contractor's Formal Change Order issued to the Subcontractor on Standard Form after Contractor's approval.

### 6.7.2 Valuation of Changes

6.7.2.1 Quotations submitted by the Subcontractor in response to Notice of Change shall be fully detailed and itemized to facilitate checking and processing by the Consultant. Quotations shall be submitted in triplicate and shall:

- 6.7.2.1.1 List Work proposed to be carried out by Subcontractor's Own Forces showing labour, material, plant and equipment charges together with quantities and unit rates in the assessment of such charges.
- 6.7.2.1.2 List Work proposed to be carried out by other Sub-Contractors or Trades showing the amount quoted by each Sub-Contractor as verified by the Subcontractor's quotation which shall show labour, material, plant and equipment charges together with quantities and unit rates upon which the quotation is based.
- 6.7.2.1.3 Quote material prices which shall be the net price paid by the Subcontractor after deduction of all trade discounts and the like other than reasonable discount for prompt payment.

6.7.2.2 The following maximum mark-ups for overhead and profit may be applied as appropriate to the net costs assessed as above where the effect of the proposed change is an increase in the Contract Sum. If the effect of the change is a decrease in the Contract Sum no mark-up shall be applied:

- 6.7.2.2.1 Work carried out by Subcontractor's Own Forces - 10%.
- 6.7.2.2.2 Work carried out by other Sub-Contractors or Trades:  
Other Sub-Contractors' or Trades' mark-up - 5%.  
Subcontractor's mark-up - 5%.

6.7.2.3 It shall be understood and agreed that the mark-ups specified above shall be deemed to provide for payment in full for all items that are considered to be site or head office overhead, profit, supervision, administration and labour on-cost.

6.7.3 The issuance of a *Change Order* shall be deemed to be formal acceptance by the *Contractor* of the *Subcontractor's* quotation. Following the issuance of a *Change Order* the *Contractor* will not entertain claims for extra payments due to errors alleged to have been made in the *Subcontractor's* Quotation.

Amend the following general condition within "GC 10.4 WORKERS' COMPENSATION"

- 10.4.1 Delete "...again with the *Contractor's* application for payment of the holdback following *Substantial Performance of the Work...*" and replace "...again with each of the *Contractor's* applications for payment, including payment of the holdbacks,..."

The parties hereto have reviewed and authorize all amendments made to this Agreement by the hands of their duly authorized representatives.

### Contractor:

Citrex Corp.  
Company

Signature

Alexey Astashev, President 01-10-2021  
Name and title of person signing Date

### Owner:

InterRent Holdings Manager Limited Partnership by its general partner InterRent Holdings Manager GP ULC  
Company

Signature

Brad Cutsey, President  
Name and title of person signing

11/22/21  
Date

**Project Title and Location** Balcony Slabs and Exterior Walls Repairs  
165 Ontario Street  
St. Catharines, ON

**Submitted To:** CLV Group Inc.  
5220 Lakeshore Rd  
Unit #101 (Construction Office)  
Burlington, Ontario, L7L 1C6

Attention: Mr. Gus Sequeira, Director Construction

We, CitRex Corp.  
**(Company Name)**  
of 50 Ritin Ln, Unit #4 ,Concord ON L4K 4C9  
**(Business Address)**

having carefully examined the Bid Documents, as listed in Appendix A of the Bid Form, and Addenda No. 1 to No. 1 , inclusive, all issued by Hayat Engineering Inc., and having visited the Project Site; hereby offer to enter into a Contract to perform the Work required by the Bid Documents and to accept in full payment therefore, the sums calculated in accordance with the actual measured and approved quantities at the unit prices set forth in Appendix "C" of this Bid Form.

**Appendices to Bid Form:**

- A - List of Bid Documents.
- B - List of Subcontractors / List of Products.
- C - Bid Form No. 1 – Schedule of Unit Prices.

The documents listed in Appendix "A" of the Bid Form are an integral part of this Bid.

## DECLARATIONS

We hereby declare that:

1. We hereby agree to start the work in accordance with the Bid Documents within fourteen (14) days of the award of the Contract and to complete the work in accordance with the Bid Documents within 26 weeks of commencing the work.
2. No person, firm or corporation other than the undersigned has any interest in this Bid or in the proposed Contract for which this Bid is made;
3. This bid is open to acceptance for a period of sixty (90) days from the date of the Bid closing.
4. ~~We commit to complete the work by August 20<sup>th</sup>, 2020 or earlier. We understand there would be a cost penalty of \$20,000. if the project completion is delayed beyond this date.~~

### Signatures:

Signed, sealed and submitted for and on behalf of:

Company:

CitRex Corp.

(Name)

50 Ritin Ln, Unit #4

(Street Address or Postal Box Number)

Concord ON L4K 4C9

(City, Province & Postal Code)

Signature:

Name and Title:

Alexey Astashev President

(Print or Type)

Witness:

Name and Title:

Radu Munteanu Project Manager

(Print or Type)

Dated at Concord this 17 day of June, 2021.

---

**APPENDIX "A"**

**Project Title:**                      **Balcony Slabs and Exterior Walls Repairs**

**Location:**                        **165 Ontario Street**  
   **St. Catharines, Ontario**

**Bid Submitted by:**                      CitRex Corp.

**List of Bid Documents**

The following is the list or description of the documents referred to in the Bid for the above-named Project.

00 01 00	List of Documents
00 21 13	Instructions to Bidders
00 30 00	Bid Form
00 72 00	General Conditions
00 73 00	Supplementary General Conditions
01 11 00	Summary of Work
01 11 50	General Instructions
01 13 30	Submittals
01 50 09	Temporary Facilities
02 06 00	Demolition and Removals
02 15 00	Shoring
03 30 00	Cast in Place Concrete
03 30 20	Testing and Inspection
03 31 00	Concrete Restoration
04 57 00	Pedestrian Traffic Coatings
04 92 00	Sealants
05 40 00	Mortar and Grout for Masonry
04 40 10	Brick Masonry Units

---

**APPENDIX "B"**

**Project Title:** Balcony Slabs and Exterior Walls Repairs

**Location:** 165 Ontario Street  
St. Catharines, Ontario

**Bid Submitted by:** CitRex Corp

**List of Subcontractors**

The following are the subcontractors we propose to use for the Divisions or Sections of Work listed hereunder.

(if not used, bar and initial the space below)

---

Division or Section of Work	Name of Subcontractor
Concrete Removal	Own Forces
Concrete Forming	Own Forces
Concrete Placement and Finishing	Own Forces
Waterproofing Installation	Own Forces
Exterior Painting	Own Forces
Brick Replacement	Own Forces
Others	

---

## APPENDIX "C"

**Project Title:** Balcony Slabs and Exterior Walls Repairs

**Location:** 165 Ontario Street  
St. Catharines, Ontario

**Bid Submitted by:** CitRex Corp.

### Bid Form - Schedule of Unit Prices

The following is our Unit Prices for the items listed hereunder. The Unit Prices include the specified cost, and related overhead, profit and any applicable taxes in force at date of tender with the exception of the value added taxes (i.e., H.S.T). The Tax (H.S.T.) is shown as a separate line item.

Item No. 1	Description of Repairs	Unit	Est. Qty.	Bid Per Unit	Tender Quote (\$)
1.0	<b>Balcony Slabs Concrete Repairs</b>				
1.1	Balcony Slabs Top Surface Concrete Repairs – Chip, remove and dispose local delaminated/spalled concrete at areas marked by the Engineer and repair with 35 MPa Class C1 concrete. Clean steel reinforcement as necessary with sand blasting and add epoxy dowels where needed. Chip concrete at least up to 1 inch below top layer of reinforcement.	sq. ft.	1,085	\$ 35.00	\$ 37,975.00
1.2	Balcony Slabs Soffit Concrete Repairs- Chip, remove and dispose local delaminated/spalled concrete at areas marked by the Engineer and repair with 35 MPa Class C1 concrete. Clean steel reinforcement as necessary with sand blasting and add epoxy dowels where needed. Chip concrete at least up to 1 inch above bottom layer of reinforcement.	sq. ft.	410	\$ 45.00	\$ 18,450.00
1.3	Balcony Slabs Thru-Slab Concrete Repairs- Chip, remove and dispose localized areas of	sq. ft.	660	\$ 45.00	\$ 29,700.00

	delaminated/spalled slab to full depth where marked by the Engineer and repair with 35 MPa Class C1 concrete. Clean steel reinforcement with sand blasting as necessary and install epoxy dowels where directed by the Engineer to supplement reinforcing. Provide temporary shoring as needed.				
1.4	Balcony Full Slab Edge Concrete Repairs- Chip, remove and dispose 12 inches of entire balcony slab front edge at all balconies and repair with 35 MPa Class C1 concrete. Create drip edge at slab soffit at 2 inches from slab edge. Clean steel reinforcement as necessary with sand blasting. Install epoxy dowels where directed by the Engineer to supplement reinforcing. Provide temporary shoring as needed.	ft.	370	\$ 100.00	\$ 37,000.00
1.5	Balcony Shear Walls and Building Main Floor Slabs Concrete Repairs – Chip, remove and dispose local delaminated/spalled concrete at sheer walls and floor/roof slabs where marked by the Engineer and repair with 35 MPa Class C1 concrete. Clean steel reinforcement as necessary with sand blasting and add epoxy dowels where needed. Chip concrete at least up to 1 inch beyond first layer of reinforcement.	ft.	1,270	\$ 75.00	\$ 95,250.00
1.6	Balcony Top Surface Scaling/Shallow Concrete Repairs and Slope Improvement– Prepare concrete surface and repair with Sika 123 where needed for membrane surface preparation or drainage improvement	sq. ft.	560	\$ 20.00	\$ 11,200.00
<b>2.0</b>	<b>Waterproofing and Weather Protection</b>				
2.1	Prepare balcony slabs top surface, sides and soffit up to drip edge and install thin pedestrian traffic topping membrane on all balcony slabs after concrete repairs. Membrane to be	Lump sum	1  (Approx. 12,600 sq. ft.)		\$ 113,800.00

	Masterseal 200 for Base Coat and Masterseal TC 225 HT for Top Coat. All caulking and crack sealing included in surface preparation. Approximately 3,200 feet of lineal caulking to be included for balcony slab and wall joint.				
2.2	Prepare surface and apply exterior paint at all balcony slabs soffits after concrete repairs. Paint to be BASF Masterseal HB 400 (Thorocoat). Colour to be chosen by the owner.	Lump sum	1  (Approx. 10,000 sq. ft.)		\$ 31,400.00
<b>3.0</b>	<b>Balcony Guardrail Replacement</b>				
3.1	Remove and store existing guardrails where necessary for concrete repairs and install after concrete repairs. Installation to meet OBC Part 4 loading requirements for the guardrails.	Per Balcony	10	\$ 1,200.00	\$ 12,000.00
<b>4.0</b>	<b>Reinforcement</b>				
4.1	Reinforcing steel to be added/replaced where directed by the Engineer.	Ton	2.5	\$ 10,000.00	\$ 25,000.00
4.2	Rebar dowels where needed and as directed by the Engineer. Dowels to extend minimum 6 inches inside existing concrete with Hilti Epoxy HY200.	Per Dowel.	450	\$ 40.00	\$ 18,000.00
<b>5.0</b>	Concrete and Balcony Guardrail Testing Allowance (Cost to be paid to third party testing lab on actual expenses incurred with no mark up by the contractor)	Lump sum	1		\$10,000
<b>6.0</b>	Power wash existing paint from all exterior brick masonry walls including the mechanical penthouse, rooftop stairways walls, parking garage exterior walls etc. Prepare surface and paint all exposed exterior walls surfaces including all brick masonry walls, concrete surfaces (shear walls, columns, floor slab edges etc.) at the entire building as well as parking garage on all elevations. Paint to be BASF Masterseal HB 400 (Thorocoat).	Lump sum	1  (Approx. 42,550 sq. ft.)		\$ 170,200.00



	Colour to be chosen by the owner. Follow manufacturer's site-specific instructions for proper adhesion of the new paint to the existing.				
7.0	Replace damaged/cracked brick masonry units on the building elevations where marked by the Engineer.	Per Brick	3,500	\$ 16.00	\$ 56,000.00
8.0	Landscape Restoration after Completion of Work	Lump sum	1		\$7,500.
9.0	Mobilization/Demobilization	Lump sum			\$ 195,000.00
10.0	Contingency				\$110,000
11.0	<b>Bonds</b>				
11.1	Bid Bond in the amount of 10% of the sub-total of all above items				
11.2	50% Labour and Material Bond				\$ 10,000.00
11.3	50% Performance Bond				\$ 10,000.00
12.0	<b>Sub-Total:</b>			\$ 998,475.00	
13.0	<b>HST:</b>			\$ 129,801.75	
14.0	<b>Total (Including HST):</b>			\$ 1,128,276.75	

**Notes:**

1. The quantities provided for the lumpsum items are approximate only. Contactor to verify quantities and provide a fixed price. No change in price will be allowed after the contract award.
2. All unit price items will be paid on the actual amount of work completed.
3. Comply with all governing Codes, By-Laws and Safety Regulations including those noted in the specifications and following;
  - i. Property protection
  - ii. Hoarding and pedestrian covered walkways and exits
  - iii. Cleaning (sweep parking lot of debris and power wash)
  - iv. Clean down windows & doors by power wash or by high pressure air lines

**End of Section 003000**

# Tab 2

February 2, 2023

**EQUIPMENT ESTIMATE**

**CLV Group Inc.**  
485 Bank Street  
Ottawa, ON K2P 1Z2

**Attention: Marek Koslowski**  
**Location: 165 Ontario St, St Catharines, ON**  
**Re: Heating & DHW Boiler Replacements**

**Findings:**

After many attempts to keep the boiler system running, both heating and domestic hot water, we are at a point where it is no longer safe to operate the boilers as they are. Many attempts were made to repair boilers, pumps and venting to keep this antiquated system operational as long as possible, but due to recent boiler failures, replacement is mandatory. Gas compliance notice tags have been issued against this system that require the venting to be completely replaced. Further, failure in main boiler components such as motors, parts related to the fire side of the boiler and the physical structure of the boiler have all failed and this system can no longer operate as is.

We completed service to remove parts from the inoperable boiler back in October of 2022 and January 2023. The boiler is now leaking flue gas through the seems of the boiler that is not repairable. A full system replacement is necessary for both safety and necessity of heat and hot water for your tenants. Please find enclosed our estimate to make the necessary equipment change.

Thank you,



**Brad Petrus**  
**General Manager**  
7334 Garner Road  
Niagara Falls, ON L2H 0X8  
**Ph: 905.357.0919** or toll free 1.800.321.4011  
Fx: 905.357.0782  
Email: [bpetrus@surefixservicegroup.com](mailto:bpetrus@surefixservicegroup.com)  
Website: [www.surefixservicegroup.com](http://www.surefixservicegroup.com)

---

**Acceptance of Proposal** – The above prices, specifications and conditions are satisfactory and are hereby accepted.  
You are authorized to do the work as specified.

**Signature:** \_\_\_\_\_

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

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

CCDC 2

stipulated price contract

2008

Boiler Replacement

165 Ontario Street, Catherines, Ontario

Contract # 1153\_05 (please reference on all invoices and emails)

This agreement is protected by  
copyright and is intended by the  
parties to be an unaltered version of  
CCDC 2 – 2008 except to the extent  
that any alterations, additions or  
modifications are set forth in  
supplementary conditions.



CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE  
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE  
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

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- Private Sector Owners
- Canadian Bar Association (Ex-Officio)
  - \* The Association of Canadian Engineering Companies
  - \* The Canadian Construction Association
  - \* Construction Specifications Canada
  - \* The Royal Architectural Institute of Canada

\*Committee policy and procedures are directed and approved by the four constituent national organizations.

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**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

For use when a stipulated price is the basis of payment.

This Agreement made on the 6th day of February in the year 2023

by and between the parties

InterRent Holdings Manager Limited Partnership by its general partner InterRent Holdings Manager GP ULC  
hereinafter called the "Owner"

and

Sure-Fix Service Group Inc.

hereinafter called the "Contractor"

The Owner and the Contractor agree as follows:

**ARTICLE A-1 THE WORK**

The Contractor shall:

1.1 perform the Work required by the Contract Documents for

the heating and DHW boiler replacement*insert above the name of the Work*

located at

165 Ontario Street, Catherines, Ontario, L2R 5K4*insert above the Place of the Work*

for which the Agreement has been signed by the parties, and for which

N/A*insert above the name of the Consultant*

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

1.2 do and fulfill everything indicated by the Contract Documents, and

1.3 commence the Work by the 6th day of February in the year 2023 and, subject to adjustment in Contract Time as provided for in the Contract Documents, attain Substantial Performance of the Work, by the 20th day of February in the year 2023.**ARTICLE A-2 AGREEMENTS AND AMENDMENTS**

2.1 The Contract supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the Work, including the bidding documents that are not expressly listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS.

2.2 The Contract may be amended only as provided in the Contract Documents.

## ARTICLE A-3 CONTRACT DOCUMENTS

3.1 The following are the *Contract Documents* referred to in Article A-1 of the Agreement - THE WORK:

- Agreement between *Owner* and *Contractor*
- Definitions
- The General Conditions of the Stipulated Price Contract

\*

APPENDIX A to the CCDC2 - Stipulated Price Contract

Article 1 - Contractor's quotation dated February 2nd, 2023.

Article 2 - Contractor's WSIB clearance certificate

Article 3 - Contractor's general liability insurance compliant with CCDC41, naming the Owner as both additionally insured and as certificate holder.

\* (Insert here, attaching additional pages if required, a list identifying all other Contract Documents e.g. supplementary conditions; information documents; specifications, giving a list of contents with section numbers and titles, number of pages and date; material finishing schedules; drawings, giving drawing number, title, date, revision date or mark; addenda, giving title, number, date)

## ARTICLE A-4 CONTRACT PRICE

4.1 The *Contract Price*, which excludes *Value Added Taxes*, is:

Three hundred and fifty thousand, six hundred and ninety-eight --00 /100 dollars \$ 350,698.00

4.2 *Value Added Taxes* (of 13.00 %) payable by the *Owner* to the *Contractor* are:

Forty-five thousand, five hundred and ninety -----74 /100 dollars \$ 45,590.74

4.3 Total amount payable by the *Owner* to the *Contractor* for the construction of the *Work* is:

Three hundred and ninety-six thousand, two hundred and eighty-eight --74 /100 dollars \$ 396,288.74

4.4 These amounts shall be subject to adjustments as provided in the *Contract Documents*.

4.5 All amounts are in Canadian funds.

## ARTICLE A-5 PAYMENT

5.1 Subject to the provisions of the *Contract Documents*, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of \$39,628.87 equal to ten \_\_\_\_\_ percent ( 10 %), the *Owner* shall:

- .1 make progress payments to the *Contractor* on account of the *Contract Price* when due in the amount certified by the *Consultant* together with such *Value Added Taxes* as may be applicable to such payments, and
- .2 upon *Substantial Performance of the Work*, pay to the *Contractor* the unpaid balance of the holdback amount when due together with such *Value Added Taxes* as may be applicable to such payment, and
- .3 upon the issuance of the final certificate for payment, pay to the *Contractor* the unpaid balance of the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.

5.2 In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payments shall be made to the *Contractor* in accordance with the provisions of GC 11.1 – INSURANCE.

5.3 Interest

- .1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:
  - (1) 2% per annum above the prime rate for the first 60 days.
  - (2) 4% per annum above the prime rate after the first 60 days.Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by

the Bank of Canada

(Insert name of chartered lending institution whose prime rate is to be used)

for prime business loans as it may change from time to time.

- .2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.3.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.



## ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

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

### Owner

InterRent Holdings Manager Limited Partnership by its general partner InterRent Holdings Manager GP ULC

*name of Owner\**

485 Bank Street, Suite 200, Ottawa, Ontario, K2P 1Z2

*address*

613-728-2978

*facsimile number*

Construction-admin@rentiip.com

*email address*

### Contractor

Sure-Fix Service Group Inc.

*name of Contractor\**

7334 Garner Rd, Niagara Falls, Ontario, L2H 0X8

*address*

(905) 685-0480

*facsimile number*

bpetrus@surefixservicegroup.com

*email address*

### Consultant

N/A

*name of Consultant\**

N/A

*address*

N/A


*facsimile number*

N/A

*email address*

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

## ARTICLE A-7 LANGUAGE OF THE CONTRACT

- 7.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English /  # language shall prevail.  
# Complete this statement by striking out inapplicable term.

- 7.2 This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.


## ARTICLE A-8 SUCCESSION

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

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

SIGNED AND DELIVERED  
in the presence of:

### WITNESS

  
Jeffrey Gordon (Feb 13, 2023 16:14 EST)  
signature

Jeffrey Gordon  
name of person signing

signature

name of person signing

### WITNESS

  
Karen Sammutt (Feb 10, 2023 11:51 EST)  
signature

Karen Sammutt  
name of person signing

signature


name of person signing

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

### OWNER

InterRent Holdings Manager Limited Partnership by its general partner InterRent Holdings Manager GP ULC

name of owner

  
Brad Cutsey (Feb 13, 2023 12:31 EST)  
signature

Brad Cutsey,  
President and CEO  
name and title of person signing

  
David Nevins (Feb 10, 2023 11:57 EST)  
signature

Dave Nevins,  
COO  
name and title of person signing

### CONTRACTOR

Sure-Fix Service Group Inc.  
name of Contractor

  
Brad Petrus (Feb 10, 2023 11:31 EST)  
signature

Brad Petrus - President & General Manager  
name and title of person signing

signature

name and title of person signing

## Appendix A to the CCDC2 – 2008 Stipulated Price Contract

Project Information	
<b>Title</b>	1153_05
<b>Address</b>	165 Ontario Street.
<b>City, Prov., PC</b>	Catherines, Ontario, L2R 5K4
<b>Country</b>	Canada

Contract Information	
<b>Contract #</b>	05
<b>Issue Date</b>	February 6th, 2023
<b>Holdback Percentage (%)</b>	
<b>Work</b> 10 %	<b>Stored Mat'l</b> 10%

Owner	
<b>Contact</b>	Mercedes Delgado / Jeff Gordon
<b>Company</b>	InterRenti Holdings Manager Limited Partnership by its general partner InterRenti Holdings Manage
<b>Address</b>	485 Bank Street, Suite 200
<b>City, Prov., PC</b>	Ottawa, Ontario, K2P 1Z2
<b>Country</b>	Canada
<b>Phone</b>	613-722-6004
<b>Fax</b>	613-728-2978

Contractor	
<b>Contact</b>	Brad Petrus
<b>Company</b>	Sure-Fix Service Group Inc.
<b>Address</b>	7334 Gamer Rd.
<b>City, Prov., PC</b>	Niagara Falls, Ontario, L2H 0X8
<b>Country</b>	Canada
<b>Phone</b>	(905) 685-0480
<b>Email</b>	bpetrus@surefixservicegroup.com

THE FOLLOWING SUPPLEMENTAL CONDITIONS AMEND THE SPECIFIED SECTIONS OF THE CCDC2 CONTRACT DOCUMENT. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE CCDC2 CONTRACT AND THE AMENDMENTS SET OUT BELOW, THE PROVISIONS OF THE AMENDMENTS SHALL PREVAIL. **(PLEASE READ CAREFULLY)**

Amend the following article within "ARTICLE A-5 PAYMENT"

- 5.1.1 Delete "...in the amount certified by the *Consultant*..." and replace with "...in the amount certified by the *Owner*..."

Add the following articles to "ARTICLE A-5 PAYMENT"

- 5.3.3 The *Contractor* shall have no claim for interest on invoiced amounts which have not been certified by the *Owner*.
- 5.4.1 An early payment discount equal to 3% shall be applied if the payment is made within 15 days of receipt of an application for payment by the *Owner*.

Add the following new article "ARTICLE A-9 CONFIDENTIALITY"

- 9.1 The *Contractor* agrees to ensure that it shall, both during or following the term of the Contract, maintain the confidentiality and security of all confidential information and personal information, and that it shall not directly or indirectly disclose, destroy, exploit, or use any confidential information or personal information, except where required by law, without first obtaining written consent of the *Owner*. The *Contractor* may disclose any portion of the Contract Documents or any other information provided to the *Contractor* by the *Owner* to any *Subcontractor* or *Supplier* if the *Contractor* discloses only such information as is necessary to fulfill the purposes of the Contract and the *Contractor* has included a commensurate confidentiality provision in its contract with the *Subcontractor* or *Supplier*.

Add the following new article "ARTICLE A-10 TIME OF THE ESSENCE"

- 10.1 It is agreed that one of the reasons why the *Contractor* was selected for the Work is the Contractor's representation and warranty that it will attain Substantial Performance of the Work by the date set out in Article A-1, paragraph 1.3 and the *Contractor* acknowledges that it has been advised by the *Owner* that it is critical to the *Owner* that Substantial Performance of the Work be achieved by the prescribed date and that time is of the essence of this Contract.

Add the following general conditions at the end of "GC 2.3 REVIEW AND INSPECTION OF THE WORK"

- 2.3.8 The *Consultant's* general review during construction and inspection by independent inspection and testing agencies reporting to the *Consultant* are both undertaken to inform the *Owner* of the *Contractor's* performance and shall in no way augment the *Contractor's* quality control or relieve the *Contractor* of contractual responsibility.

Add the following general conditions at the end of "GC 2.4 DEFECTIVE WORK"

- 2.4.4 The *Contractor* shall provide a system of quality control to ensure that the maximum industry standards and/or as specified herein are attained.

## Appendix A to the CCDC2 – 2008 Stipulated Price Contract

- 2.4.5 The *Contractor* shall bring to the attention of the *Consultant* and/or *Owner* any defects in the work or departures from the *Contract Documents* which may occur during construction. The *Owner* shall decide upon corrective action through consultation with the *Consultant*.
- 2.4.6 Where factual evidence exists that defective workmanship has occurred or that work has been carried out incorporating defective materials, the *Consultant* or *Owner* may have tests, concrete cores, inspections or surveys performed, analytical calculation of structural strength made and the like in order to help determine whether the work must be replaced. Tests, inspections or surveys carried out under these circumstances will be made at the *Contractor's* expense, regardless of their result, which may be such that, in the *Consultant's* opinion, the work may be acceptable to the *Consultant*.
- 2.4.6.1 All testing shall be conducted in accordance with the requirements of the Ontario or Quebec Building Codes and any other applicable laws or regulations, except where this would, in the *Consultant's* opinion, cause undue delay or give results not representative of the rejected material in place. In this case, the test shall be conducted in accordance with the standards given by the *Consultant*.

Amend the following general condition within "GC 3.5 CONSTRUCTION SCHEDULE"

- 3.5.1.1 Delete "...prior to the first application for payment..." and replace with the following:

"...No later than two weeks after the receipt by the *Contractor* of:

- a. the *Owner's* written Order to Commence Work, or
- b. the Contract, executed by the *Owner* and the *Contractor*,

whichever is the earlier,..."

Add the following general conditions at the end of "GC 3.5 CONSTRUCTION SCHEDULE"

- 3.5.2 If the *Contractor* fails to complete a major activity, critical event or milestone by the date indicated in the latest update to the construction schedule and such failure is anticipated to extend the Contract Time or milestones, the *Contractor* shall, within 7 calendar days of such failure, submit an updated construction schedule with a narrative clearly indicating how the *Contractor* intends to correct the non-performance and return to the accepted construction schedule. Actions by the *Contractor* to complete the Work within the Contract Time (and milestones) shall not be justification for an adjustment to the Contract Time or Contract Price unless such failure is due to a delay in accordance with the provisions of GC 6.5 DELAYS.
- 3.5.3 The *Owner* may, at no additional cost to the *Owner*, order the *Contractor* to increase Construction Equipment, labour force or working hours if the *Contractor* fails to:
- a. Complete a milestone activity by its schedule completion date, or
  - b. Satisfactorily perform the Work as necessary to prevent delay to the overall completion of the Work, but only to the extent required to return to the agreed upon construction schedule.
- 3.5.4 In the event of a conflict between the *Contractor's* performance of the Work and the *Owner's* requirements to operate an operational facility, the operation of the facility shall always take precedence.

Add the following general conditions at the end of "GC 3.13 CLEAN-UP"

- 3.13.4 The *Owner* shall have the right to back charge cleaning costs to the *Contractor* if not done by the *Contractor* within 24 hours of notice to clean.
- 3.13.5 The *Owner* shall have the right to back charge the *Contractor* the cost of repairs of damage to the site caused by *Contractor* if not repaired in a reasonable time frame, the latest being before final payment. The *Contractor* shall also be responsible to rectify or repair any damage discovered by the *Owner* and caused by the *Contractor* after the Contract has been completed within five (5) business days of receipt of the Notice thereof by the *Owner*.
- 3.13.6 The *Owner* shall have the right to back charge the *Contractor* should a false alarm sound as a result of dust or smoke from the Work if sufficient notice, a minimum of twenty four (24) hours, was not been given to the *Owner* by the *Contractor*.

Delete the following general conditions of "GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER"

- 5.1.1 Delete paragraph 5.1.1 in its entirety.
- 5.1.2 Delete paragraph 5.1.2 in its entirety.

## Appendix A to the CCDC2 – 2008 Stipulated Price Contract

Amend the following general conditions within "GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT"

- 5.2.4 Delete paragraph 5.2.4 in its entirety and replace with the following:

"The following schedule of values for the parts of the *Work*, aggregating the total amount of the *Contract Price*, shall be used to facilitate evaluation of applications for payment:

Item #	Description	Price
1.	Heating & DHW Boiler Replacements	\$350,698.00
2.	N/A	\$0
3.	N/A	\$0
4.	N/A	\$0
Subtotal =		\$350,698.00
Tax =		\$45,590.74
<b>Total =</b>		<b>\$396,288.74</b>

- 5.2.7 Add to the end of paragraph 5.2.7 the following:

"The *Owner* shall not be obligated to pay for any *Products* not yet incorporated into the *Work* but may do so at the *Owner's* sole discretion. Such *Products* shall remain at the risk of the *Contractor* who shall be responsible for any loss, damage, theft, improper use, or destruction of the *Products* however caused. Where the *Owner* makes advance payments for *Products*, such payment shall not constitute acceptance of the *Products* by the *Owner*."

Add the following general conditions at the end of "GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT"

- 5.2.8 With the exception of the first application for payment, the *Contractor* shall submit a CCDC 9A 'Statutory Declaration' with every application for payment to state that all accounts for labour, subcontract, *Products*, *Construction Equipment*, and other indebtedness which may have been incurred by the *Contractor* in the performance of the *Work* and for which the *Owner* might in anyway be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute.
- 5.2.9 All invoices must identify both the project number and the contract number. All invoices must be billed according to the contract's Schedule of Values. All invoices must be emailed in PDF format to ap-info@interrentreit.com or mailed in hardcopy format to CLV Group Inc., 485 Bank Street, Suite 200, Ottawa, ON K2P 1Z2 attention: Accounts Payable. *No other point of delivery for invoices will be recognized as received under this agreement*
- 5.2.10 The *Owner* shall be under absolutely no obligation to make any payment to the *Contractor* in the face of either a registered lien or a notice of lien until such lien is discharged.

Delete the following general conditions of "GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK"

- 5.5.3 Delete paragraph 5.5.3 in its entirety.

Amend the following general condition within "GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK"

- 5.6.2 In the third line of paragraph 5.6.2, delete "...the *Owner* shall pay the *Contractor* the holdback amount retained..." and replace with "...the *Owner* may, at its sole discretion, pay the *Contractor* the holdback amount retained..."

The *Owner* shall not be obligated to release any holdback for the *Work* of a *Subcontractor* or *Supplier* prior to *Substantial Performance of the Work* has been achieved as a whole unless specified in the *Contract Documents*.

Add the following general condition at the end of "GC 6 CHANGES IN THE WORK"

### 6.7 VALUATION OF CHANGES

#### 6.7.1 General Procedures

- 6.7.1.1 Changes in the *Work* ordered by the Consultant or *Contractor* in accordance with the General Conditions of the Stipulated Price Subcontract shall be valued in accordance with the General Conditions of the Stipulated Price Subcontract and as more fully specified herein.

- 6.7.1.2 The standard documentation for effecting changes in the *Work* shall be as follows:

- 6.7.1.2.1 Consultant's or *Contractor's* Notice of Change issued to the *Subcontractor* on standard form and accompanied by necessary Drawings, Schedule, Details and Specifications.

## Appendix A to the CCDC2 – 2008 Stipulated Price Contract

- 6.7.1.2.2 Subcontractor's Quotation submitted to the Consultant showing amount by which the Contract Sum shall be adjusted by way of increase or decrease if the change is ordered.
- 6.7.1.2.3 Consultant's or Contractor's Formal Change Order issued to the Subcontractor on Standard Form after Contractor's approval.
- 6.7.2 Valuation of Changes
- 6.7.2.1 Quotations submitted by the Subcontractor in response to Notice of Change shall be fully detailed and itemized to facilitate checking and processing by the Consultant. Quotations shall be submitted in triplicate and shall:
- 6.7.2.1.1 List Work proposed to be carried out by Subcontractor's Own Forces showing labour, material, plant and equipment charges together with quantities and unit rates in the assessment of such charges.
- 6.7.2.1.2 List Work proposed to be carried out by other Sub-Contractors or Trades showing the amount quoted by each Sub-Contractor as verified by the Subcontractor's quotation which shall show labour, material, plant and equipment charges together with quantities and unit rates upon which the quotation is based.
- 6.7.2.1.3 Quote material prices which shall be the net price paid by the Subcontractor after deduction of all trade discounts and the like other than reasonable discount for prompt payment.
- 6.7.2.2 The following maximum mark-ups for overhead and profit may be applied as appropriate to the net costs assessed as above where the effect of the proposed change is an increase in the Contract Sum. If the effect of the change is a decrease in the Contract Sum no mark-up shall be applied:
- 6.7.2.2.1 Work carried out by Subcontractor's Own Forces - 10%.
- 6.7.2.2.2 Work carried out by other Sub-Contractors or Trades:  
Other Sub-Contractors' or Trades' mark-up - 5%.  
Subcontractor's mark-up - 5%.
- 6.7.2.3 It shall be understood and agreed that the mark-ups specified above shall be deemed to provide for payment in full for all items that are considered to be site or head office overhead, profit, supervision, administration and labour on-cost.
- 6.7.3 The issuance of a *Change Order* shall be deemed to be formal acceptance by the *Contractor* of the *Subcontractor's* quotation. Following the issuance of a *Change Order* the *Contractor* will not entertain claims for extra payments due to errors alleged to have been made in the *Subcontractor's* Quotation.

Amend the following general condition within "GC 10.4 WORKERS' COMPENSATION"

- 10.4.1 Delete "...again with the *Contractor's* application for payment of the holdback following *Substantial Performance of the Work...*" and replace "...again with each of the *Contractor's* applications for payment, including payment of the holdbacks,..."

The parties hereto have reviewed and authorize all amendments made to this Agreement by the hands of their duly authorized representatives.

### Contractor:

Sure-Fix Service Group Inc.

Company

Brad Petrus

Brad Petrus (Feb 10, 2023 11:31 EST)

Signature

Brad Petrus - President & General Manager

Name and title of person signing

February 10th, 2022

Date

### Owner:

InterRent Holdings Manager Limited Partnership by its general partner InterRent Holdings Manager GL ULC

Company

Brad Cutsey

Brad Cutsey (Feb 13, 2023 12:31 EST)

Signature

Brad Cutsey, President and CEO

Name and title of person signing

February 13th, 2023

Date

February 2, 2023

**EQUIPMENT ESTIMATE AMENDED**

**CLV Group Inc.**  
**485 Bank Street**  
**Ottawa, ON K2P 1Z2**

**Attention: Marek Koslowski**  
**Location: 165 Ontario St, St Catharines, ON**  
**Re: Heating & DHW Boiler Replacements**

**□ Boiler Replacement:**

- Disconnect, remove, and dispose of existing boilers, piping, accessories, expansion tanks and venting.
- Supply and install (2) **two 2mil btu LAARS Magnatherm Hi-eff modulating condensing boilers**
- Piped primary/secondary complete with new circulators, isolation valves and strainers.
- New System Pumps
- To supply and install (2) two 750k btu LAARS domestic hot water condensing boilers complete with new circulators including **four new 120Gal storage tanks**
- Modify existing boiler room building piping and locate new boilers together.
- All new piping to be complete with accessories including but not limited to, service valves, sediment faucets, fill valve, check valves.
- Crane Requirements if required
- Insulated piping
- Supply and install required new venting and vent termination for boilers. Cap/remove existing venting as required.
- Supply and install new drain neutralization tanks and pipe to appropriate drain.
- Supply and install all required controls and sensors required to maximize efficiency of new system.
- Modify/relocate natural gas piping to connect to new boilers, paint and support as required.
- Test, Tag and Commission Equipment. Clean room and remove all debris from site.
- Otherwise installed as outlined in provided tender.
- As per all applicable codes and regulations

All material and labour to complete for the price of:

*~Three Hundred Fifty Thousand Six Hundred Ninety Eight Dollars ~ \$350,698.00 Plus HST*

**SURE-FIX SERVICE GROUP INC.** offers a ONE-YEAR WARRANTY on all commercial heating and air conditioning EQUIPMENT installed by our company with the option to purchase extended warranty at an additional charge to the installation.

I trust the above meets with your approval and I await your earliest response.

**Mike Petrus as per**  
**Brad Petrus**  
**General Manager**

BP/bp

---

**Acceptance of Proposal** – The above prices, specifications and conditions are satisfactory and are hereby accepted.  
You are authorized to do the work as specified.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_



W: pidcontrols.ca  
E: sales@pidcontrols.ca  
C: 647-394-7247

## **Proposal for Products and Services**

**Proposal No. PRP-2022-0129-001 Rev 0.0**

**October 17, 2022**

### **Attention:**

Marek Kozlowski  
Regional Manager Building Systems  
CLV Group Inc.  
209 Oak Park Blvd, Suite 501  
Oakville, Ontario  
L6H 0M2  
289 684 2381  
Marek.kozlowski@rentclv.com

### **Project:**

CLV Group – 165 Ontario Street,  
St Catharines, Ontario

### **Project Description:**

New Building Automation System  
Installation



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## About PID Controls

PID Controls specializes in the implementation of customized building automation solutions for new construction and retrofit projects. As a service-based company, our focus is to design and implement solutions that maintain comfort and conserve energy. We take pride in providing turn-key services and technical support for our clients that span project design to installation and beyond. Whether we are installing a custom solution or servicing your existing HVAC controls, our work is backed by 15 years of industry knowledge and building automation experience.

PID also engages in research and development projects that advance the field of automation. We are a leader in the integration of complex multi-vendor systems. At PID, we tackle the need for quality and precision head on by developing innovative controls strategies for indoor environments.

## Mission Statement

**"We strive for excellence in everything we do"**

Excellence means ensuring that we provide the best possible solutions for clients in all areas of our work from concept design and installation of building automation solutions to ongoing systems support. We take pride in a job well done and in helping our clients achieve their indoor climate needs. Your success is our success.

Our deep industry knowledge and commitment to our clients are central to our work and are what give us our competitive edge.

### **PID Controls:**

- Client Centered - Our client-centered approach ensures that we put your needs first
- Relationship Builders - We build relationships with all key stakeholders to ensure projects run smoothly
- Solution Focused - We are proactive about finding the best possible solutions for our clients
- Innovation drives our solutions - We understand the value that technology can provide and we never stop searching for new tools and new strategies.

## Description of Work:

The purpose of this proposal is to install a new building automation system to facilitate building serviceability as well as implement energy saving strategies to optimize mechanical equipment performance.

## Project Scope:

- Equipment considered for control:
  - Hot water boilers (Quantity of 2)
  - Hot water heating circulating pumps (Quantity of 2)
  - Domestic hot water heating boilers (Quantity of 2)
  - Domestic hot water heating tanks (Quantity of 4)
  - Domestic hot water recirculating pump (Quantity of 1)
- Design and Engineering
  - Select control hardware
  - Select end-devices
  - Select control panel and control panel equipment
  - Prepare equipment schematics
  - Prepare wiring diagrams
  - Prepare sequences of operation
  - Prepare system programming
  - Prepare system graphics
- Installation
  - Install 1 complete control panel in the boiler room, install dedicated 120VAC/15A power supply to the control panel
  - Install end-devices
  - Install cabling from control panel to end-devices
  - Install cabling from control panel to equipment considered for control
  - Install CAT6 network from boiler room to main floor security office
  - Install VFD's (Quantity of 2)
- Commissioning
  - Configure local controller IP address and remote access network configuration
  - Configure each boiler for Modbus communication
  - Download software
  - Boiler Modbus integration (30 points per boiler)
  - Perform point to point commissioning
  - Perform equipment start-up
  - Perform control strategy validation

## Control Strategy Overview:

- Hot Water Boiler Control
  - Control based on supply water temperature to building
  - Heating pump VFD control based on return water temperature from building (70%-100%)
  - Outdoor air reset based on the following:
    - Outside temperature
    - Wind speed
    - Wind direction
    - Position of the sun
    - Comfort offset
    - Warm weather shutdown
- DHW
  - Demand control
  - Control based on supply water temperature and tank temperature

## Proposed Products:

Quantity	Part Number	Manufacturer	Description
1	J-8000	VYKON	VYKON - JACE® 8000 Controller - Individual JACE 8000 (Includes uSD card). Requires Niagara 4.1 or higher.
2	IO-R-34	VYKON	VYKON JACE® 8000 34 Point IO
1	SMA-8010-1YR-INIT	VYKON	JACE 8010 - Initial 18 month maintenance must be purchased in conjunction with initial Core software. Optional 3 or 5 year maintenance may be substituted.
1	J-8005	VYKON	VYKON - 5 Device Core & 250 Points. Includes standard open drivers. Supports up to 5 devices or 250 points. Includes Niagara Analytics Framework with one (1) formula enabled and 50 data points.
2	ESV222N02YXB	LEESON	3HP 240V 3PH N1 SMV SERIES
10	G2R-1-SN AC24	Omron	Relay - 24VAC SPDT c/w base
1	TSOSA07X	Greystone	OSA with sunshield / windshield
1	SC-651-R1	Greystone	Split core sensor, 0 - 10 Vdc, 0 - 20 / 40 / 60 amp ranges, selectable
2	TSRPA07A	Greystone	Strap-on 50mm (2") with small hinged ABS enclosure
12	TSAPA07D	Greystone	Duct / Immersion 200mm (8") with small hinged ABS enclosure
1	WM362408NC	Rittal	36x24 Enclosure
12	1"x3" Duct		TYD1X3NPG6
12	1" Duct		TYD1CPG6
1	SP100PR	HPS	HPS SP100PR
1	2902992	Phoenix Contact	UNO-PS/1AC/24DC/60W
1	2891001	Phoenix Contact	FL SWITCH SFNB 5TX
2	804155	Phoenix Contact	EO-AB/UT/LED/15
5	3022218	Phoenix Contact	CLIPFIX 34
1	3047028	Phoenix Contact	D-UT 2.5/10
9	3044128	Phoenix Contact	UT 4-PE
2	3118135	Phoenix Contact	EBS 10-8
5	3030213	Phoenix Contact	FBS 10-5
12	3004100	Phoenix Contact	UK 5-HESI
6	3044102	Phoenix Contact	UT 4
20	3044636	Phoenix Contact	UTTB 2.5
2	3047293	Phoenix Contact	D-UTTB 2.5/4
2	3047303	Phoenix Contact	DP-UTTB 2.5/4
1	2907571	Phoenix Contact	CIR BRKR 15A 277VAC 60VDC
1	Na	Misc	18AWG, 14AWG Cable

### Project Exclusions:

- Control's design shall be limited to the scope of work mentioned above
- Software testing/simulation shall be limited to the scope of work mentioned above
- Commissioning and start-up shall be limited to the scope of work mentioned above

### Project Time Line:

- Completion of the project is expected not to exceed 8 weeks to complete.

### Warranty:

PID Controls will provide one-year warranty on all labour that will be provided by PID Controls limited to the scope of work mentioned above. Warranty start time is the substantial completion date. This warranty is not extended to any existing device, equipment, hardware/software condition, or existing site condition.

## Expenditure Summary

Expenditure Description	Expenditure
Project Cost as Per Scope	\$38 350.00
<b>Total<sup>1</sup></b>	<b>\$38 350.00</b>

1. Taxes extra.

## Payment Terms

1. 25% Mobilization payment
2. 65% Substation completion payment
3. 10% Final completion payment
4. Net 30 days

## Proposal Acceptance

This proposal for products and services is valid for 45 days from the date of quotation. All purchase orders for products and services are subject to PID Controls acceptance.

To accept this proposal, sign and date in the space provided below. For further information and clarification please contact the PID Controls sales representative.

Authorized Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

Purchase Order No.: \_\_\_\_\_

Sales Representative	Adam Zebrowski Business Development Manager E: adam.zebrowski@pidcontrols.ca C: 647-394-7247
----------------------	---

April 9, 2025

**Re: InterRent REIT - 165 Ontario St, St. Catharines, ON L2R 5K4**  
**Enhancing Building Efficiency and Management with a Building Automation System**

To fully realize the efficiency gains from the recently installed heating and domestic hot water systems, a Building Automation System (BAS) was implemented. This system provides the necessary intelligent control and monitoring to maximize long-term savings and improve overall building management.

One of the primary advantages of a BAS is its ability to **increase equipment efficiency**. By precisely controlling and coordinating the operation of boilers, pumps, and other HVAC equipment, the system can ensure they operate at optimal levels. This eliminates wasteful energy consumption due to overruns or simultaneous operation of redundant systems. The BAS can dynamically adjust setpoints based on real-time occupancy, weather conditions, and load demands, resulting in significant energy savings and reduced utility costs.

Furthermore, a BAS provides **easy remote monitoring, control, and troubleshooting**. This capability is invaluable for proactive maintenance and rapid response to potential issues. Authorized personnel can access the system from anywhere with an internet connection, allowing them to monitor equipment performance, adjust settings, and diagnose problems remotely. This minimizes downtime, reduces the need for on-site visits, and enables timely intervention to prevent costly equipment failures.

The ability to remotely control and monitor the system directly translates to **lower service costs**. By proactively addressing potential issues and optimizing equipment performance, the system can significantly reduce the frequency of emergency service calls and minimize the need for costly repairs. The BAS also facilitates preventative maintenance by tracking equipment runtime and performance data, enabling scheduling maintenance based on actual usage rather than fixed intervals. This will extend the lifespan of the equipment and reduce overall maintenance expenses.

Finally, a BAS provides **transparency with respect to equipment operation**. The system generates detailed reports and logs of equipment performance, energy consumption, and operating parameters. This data can be used to track energy savings, identify areas for further optimization, and demonstrate commitment to sustainable building management. This transparency builds trust with building occupants and stakeholders, ensuring everyone understands the system's performance and the benefits it delivers.

In summary, installing a Building Automation System will leverage the investment made in the new boilers, providing significant benefits in terms of energy efficiency, operational control, reduced service costs, and increased transparency. The system will enhance the building's performance and contribute to a more sustainable and cost-effective operation.

Sincerely,  
Adam Zebrowski  
Director, Applied Research  
PID Controls Inc.





# Tab 3



*Rooney, Irving & Assoc. Ltd.*  
416-214-3675  
nbarba@rooneyirving.ca

## *ELEVATOR CONDITION ASSESSMENT*

*165 Ontario Street, St. Catharines, Ontario*

Date of Report  
April 2021

## 1.0 PURPOSE

On April 15, 2021, a study of the elevator equipment located at Garden City Apartments, 165 Ontario Street, St. Catharines, Ontario was undertaken for the CLV Group. This was conducted to determine the condition of the elevator equipment, evaluate the elevator service contractor's quality of maintenance, and to itemize any obvious maintenance deficiencies.

The site review undertaken was predominantly visual, and system components were not disassembled under the scope of our work.

## 2.0 SUMMARY, RECOMMENDATIONS AND COSTS

We recommend that the deficiencies of Section 5 of this report be referred to the maintenance contractor for their corrective action. We would suggest 60 days as a reasonable time frame for them to correct the deficiencies.

Almost all the major components of the existing elevator system should be covered under the terms of a full maintenance program. On the assumption that there is such an agreement in place, there should be no major capital expenditures to replace or repair these components within the expected life of the system. Notable exceptions are vandalism and replacement of obsolete parts. Another common source of extra costs occurs when one maintenance contractor's services are terminated by the property owner, or the contractor themselves terminates their contract. This can lead to a new contractor requiring extras to the monthly maintenance fee to cover major components left in poor condition by the outgoing contractor. Vigilant ongoing policing of the performance of the maintenance contractor is an effective method of avoiding this source of extra costs.

**Complete modernization** – Now at an age of over 50 years since its installation, the equipment has surpassed its engineered life expectancy. Modernization is required in the short term; the existing controllers, motor drives, and machines require replacement. A modernization typically also involves the replacement of all operating buttons and fixtures, as well as replacement of all wiring. This upgrading cost for the existing elevator system includes all feasible associated work to ensure the elevators comply with the latest edition of the CSA Safety Code for Elevators. Elevator modernization is predicted to cost \$340,000. This includes the price of a cab modernization.

**Full load testing** – Elevator maintenance contracts have historically covered all testing. However, more recently contractors have sought extra payment to cover full load testing now required each 5 years. If this is not already covered under the current maintenance agreement, we recommend allowing \$6,000 each 60-month cycle to cover this testing.

**Machine room guarding** – The Ministry of Labour (MOL) in Ontario has increased its roster of field inspectors, resulting in increased attention to elevator machine rooms. Reliance upon a locked elevator machine room door or restricted access policy is no longer considered a sufficient safeguard against the hazards presented by unguarded elevator machinery. Regardless of a building's age or function, the elevator machine room equipment requires guarding to OHSA standards, in the view of MOL. This standard exceeds the usual guarding provided on even new projects by the elevator industry and as accepted by the elevator safety authority - the Technical Standards & Safety Authority (TSSA). There is no specific deadline for conformance and there appears to be little active enforcement of the standard; however, we would caution building owners that non-conformance represents increased liability in the case of an injury sustained in the elevator machine room. Guarding of elevator machine room hazards to OHSA / MOL standards and including the required TSSA paperwork is likely to cost \$15,000. This cost would be included in the price of a modernization.

**Up overspeed and uncontrolled speed protection** – The elevator system has not been fitted with overspeed and uncontrolled speed protection for car and counterweight. This important safety feature prevents the car from moving away from the floor with the doors open and also prevents the car from overspeeding in the up direction. This safety feature is now Code requirement on all newly installed and modernized traction elevators. Although not a retroactive Code requirement, we would recommend the installation of this safety device in the form of a "rope brake". The estimated cost for rope brakes can be budgeted as \$80,000. This cost would be included in the price of a modernization

**Repair of pit steel corrosion** – During this review, we noted a small amount of water pooling in the elevator pits and evidence of water infiltration in the past. This has caused minor corrosion of the pit steel and other elevator components. We recommend the water infiltration issue be mitigated to prevent further deterioration of the pit steel. Removal of the existing corrosion and painting of the pit steel is predicted to cost \$5,000.

**Machine room security** – We recommend altering the machine room door to be self-closing and self-locking to help prevent unauthorized access to the machine room. The estimated cost for altering the door is \$200.

### 3.0 DESCRIPTION OF VERTICAL TRANSPORTATION SYSTEM

The vertical transportation system consists of two geared overhead traction passenger elevators.

#### 3.1 Technical Data

The technical and nameplate data of the elevating equipment is as follows:

Category	Description
Building Designation	1, 2
Installation Number	16015, 16016
Class	Passenger
Capacity	1,500 lb
Speed	150 fpm
Floors Served	10
Car Door Opening	33" wide x 84" high Single-speed, side-opening
Door Protection	Multibeam infrared detector
Door Operator	GAL
Machine	Bull Overhead geared, 8 HP
Motor Drive	Two-speed AC
Electrical Controller	Horn DCA , 208 volt, 3 phase
Roping	4 x 1/2"; 1:1
Manufacturer	Bull Elevator / Horn Elevator
Installation Date	circa 1966
Maintenance Contractor	ThyssenKrupp Elevator

## 3.2 Existing Conditions

The elevator system was manufactured by Horn circa 1966 with all original major components still existing.

The Horn elevator control system provided has not been manufactured for many years and most service providers would likely deem the equipment obsolete. As time passes there is greater potential for increased elevator downtime due to lack of available replacement parts and the possibility of extra charges from the maintenance contractor being attributed to obsolescence.

The elevator control system is a relay-based design, which is less sophisticated than modern microprocessor units. Elevator motion control is achieved through a system of relay logic.

The elevator system is of two-speed, AC motor, motion control. AC hoist motors have the advantage of requiring less maintenance. However, two-speed motion control provides less than ideal elevator ride quality. For example, starts and stops of the elevator will be relatively harsh, and the ability of the elevator to land accurately at floors will vary with the load in the elevator cab, and even with the machine room temperature.

We noted that the elevator system has been equipped with Firefighter's Emergency Operation – automatic emergency recall and in-car emergency service operation. This system was not tested as part of this review. The elevator system does not appear to be provided with emergency power.

The existing car cab finishes consist of raised laminate walls, metal pan ceiling, and vinyl flooring. The finishes remain in poor condition at this time. The cabs and fixtures do not meet the following requirements of CSA B44 Code, Appendix E - Elevator Requirements for Persons with Physical Disabilities:

- The upper hall button is not below 48".
- There are no tactile plates identifying the floor on the hall jambs.
- The cars do not chime appropriately – once to indicate the up direction and twice to indicate the down direction.
- The cars do not have handrails on all non-access walls.
- The car buttons are not below 48" with control buttons at the bottom.
- The cabs do not meet the requirement of 6'8" x 4'3" dimensions with a side-opening door.

### 3.3 Compliance to A17.1/CSA-B44 Safety Code for Elevators

The elevator system was installed in compliance with the then-existing A17.1/CSA-B44 Safety Code for Elevators. Since the date of installation, there have been numerous revisions to the Code. Listed below are the readily identifiable variances relating to the current Code for newly installed and modernized elevators. The Code is not retroactive, unless mandated by Director's Ruling, therefore compliance with these items is not mandatory. However, they are listed here as an option to improve the safety of the existing elevator system.

Safety Code Items	
1.	Provide an engineered walkway on the rooftop access to the machine room.
2.	Make the machine room door self-closing and self-locking.
3.	Provide 110-volt GFCI receptacles in the elevator machine room.
4.	Provide increased machine rooms light levels, properly guarded.
5.	Provide guarding of rotating equipment in the elevator machine room to OHSA standards.
6.	Provide up overspeed, uncontrolled low speed protection.
7.	Provide rope retainers at all sheaves.
8.	Provide temperature and humidity range data plates at the controller.
9.	Provide minimum sheave diameter data plate.
10.	Provide governor data plate.
11.	Provide instructions for Firefighters' Emergency Operation (FEO) at the recall level.
12.	Provide emergency rescue communications station to Code.
13.	Provide communications failure status light at lobby.
14.	Number the elevators within the cab as '1', '2', etc.
15.	Provide 110-volt GFCI receptacle at car top.
16.	Provide door restrictors to Code.
17.	Provide rail lubricant data on the car top when slipper guides are employed.
18.	Provide a Code-compliant pit ladder.
19.	Provide increased lighting in the pit.
20.	Provide data plates on the buffers.
21.	Provide a 48-inch apron plate.

#### 4.0 MEASURED PERFORMANCE

The parameters defined below were measured. Those requiring adjustment are highlighted in red and are reflected in the maintenance deficiency section of this report.

Parameter	Required	Elev. 1	Elev. 2
Car Speed UP	150 fpm $\pm 5\%$	158	151
Car Speed DOWN	150 fpm $\pm 5\%$	152	154
Flight Time UP	$\leq 12.0$ sec	12.1	12.6
Flight Time DOWN	$\leq 12.0$ sec	13.2	13.1
Average Accel UP	0.04 g	0.04	0.05
Max Jerk	$\leq 15$ f/s <sup>3</sup>	14	23
Door Stall Force	$\leq 30$ lb	25	27
Levelling Accuracy	1/4"	1/4"	1/2"

##### Table Definitions

**Car Speed:** The normal maximum running speed of the elevator, measured in feet per minute.

**Flight Time:** The time elapsed for an elevator to serve two consecutive floors, measured from the time the elevator doors begin to close until they are 3/4 open at the next floor.

**Average Acceleration:** The average acceleration experienced in the car when approaching top speed, measured as gravity - g. The acceleration measurement is compared to a suggested value which is dependent on the type of elevator system - hydraulic, geared, or gearless.

**Maximum Jerk:** The maximum change in acceleration experienced in the car over the ride including start, acceleration, deceleration and stop. Jerk is measured in feet per second (cubed). The Jerk measurement is compared to a suggested value which is dependent on the type of elevator system - hydraulic, geared, or gearless.

**Door Stall Force:** The force exerted by the elevator car door, during a door close cycle but after the door has been manually brought to a stop. The force is measured while the door is approximately 1/3 closed. The measured force is compared to the maximum force allowed by The CSA Safety Code for Elevators - 30 lb of force.

**Levelling Accuracy:** Observed accuracy of floor landing at the time of our review. Note that this accuracy can easily vary, even within a given day.



## 5.0 MAINTENANCE

The elevator equipment is maintained by ThyssenKrupp Elevator, presumably under the terms of their full parts and labour contract. As most major components of the elevator system are generally covered under the terms of a full maintenance program, no major capital expenditures should be incurred to repair these components. Exceptions to full maintenance coverage detailed in the contract, such as vandalism, misuse, etc., should be noted. We caution that most elevator contractor's maintenance contracts employ an "evergreen" clause that will result in the Owner being contractually obligated for subsequent five-year terms, should cancellation notice be given less than 90 days in advance of the fifth anniversary of the contract term.

### 5.1 Maintenance Logs

The machine room safety logs are currently up to date with the exception of the issues noted below. These logs are required in the Province of Ontario to document safety work completed on elevator installations and the applicable legislation puts the onus of completion of the logs on the property owner.

The status of the logs are as follows:

Task	Record
<b>Routine Visits</b>	7 of last 12 planned visits logged; missed April, May, November, December 2020, February 2021 Contractor's plan is for monthly visits
<b>Callback and repair log</b>	Log indicates no calls, if accurate
<b>Annual Work (CAT 1)</b>	Last recorded July 15, 2020
<b>Five-year Work (CAT 5)</b>	Last recorded July 19, 2017
<b>Fire Service Testing</b>	Up to date
<b>Emergency / Auxiliary Power Testing</b>	Not applicable

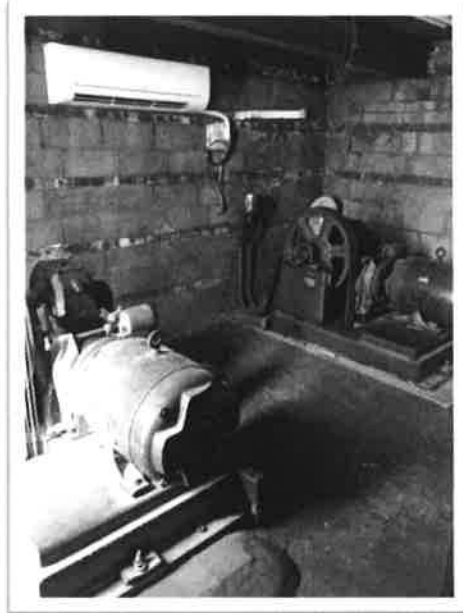
## 5.2 Maintenance Deficiencies

Listed below are deficiencies that should be corrected by the maintenance contractor under the terms of a full-service maintenance contract. We recommend 60 days as the timeframe for corrective action. The contractor is to attest to the completion of each deficiency by initialing and dating where indicated. If the contractor had any technical questions or concerns on any item, they should be directed to [contractor@rooneyirving.ca](mailto:contractor@rooneyirving.ca).

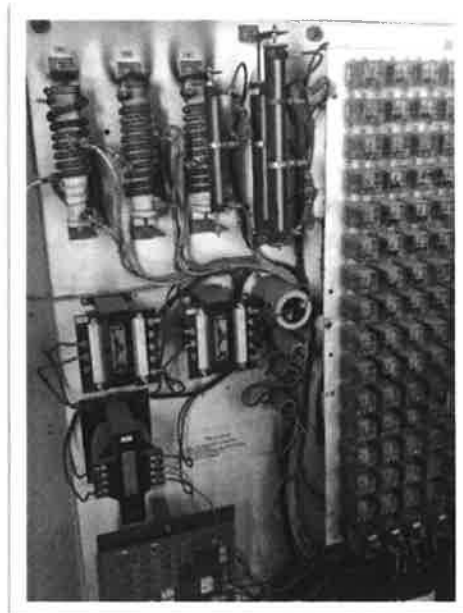
Deficiencies	Date Corrected; Initials
<b>Common to Both Elevators</b>	
1. Provide a parts cabinet in the elevator machine room stocked with a supply of commonly used components.	
2. Properly complete required tasks at monthly intervals; missed April, May, November, December 2020, February 2021.	
3. Log all supplementary maintenance work.	
4. Log all malfunction calls.	
5. Correct oil leak at machine.	
6. Clean, check, and properly lubricate the very dry hoist ropes.	
7. Replace broken seal on brake setting. Perform brake test and record them in MCP.	
8. Replace burnt bulbs on hoistway call buttons, replace missing screws, and tighten faceplates.	
9. Indicate the car number on the crosshead.	
10. Indicate the Provincial installation number on the car top.	
11. Replace missing screws in the car operating panel.	
12. Adjust ride quality for smooth car operation.	
13. Clean the full length of the car and hall door sills on the hoistway side.	
14. Repair or replace worn car door sills.	
15. Provide drip pans for car and counterweight rails.	
16. Clean the pit.	
17. Provide repair for corrosion damage to steel components in the pit - billable; provide proposal.	
<b>Elevator 2</b>	
18. Adjust the hall door equipment to clear the door entrance when in the fully open position.	
19. Adjust controls to minimize rapid change in acceleration measured as jerk.	

**APPENDIX A – IMAGES**

**IMAGE 1 – Machine**



**IMAGE 2 – Controller**



**APPENDIX A – IMAGES, CONTINUED**

**IMAGE 3 – Cab  
Interior**



**IMAGE 4 – Pit**



**APPENDIX B – PROJECTED CAPITAL COST TABLE**

Predicted Work \ Year	0-5	6-10	11-15	16-20	21-25	26-30
Full load testing every 60 months (if not covered in existing maintenance contract)	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000
Repair of pit steel corrosion	\$5,000					
Complete modernization of existing elevators, including B44 Code upgrades and cab interiors	\$340,000					

## Notes of Costs:

- HST not included.
- Based on present-day dollars.
- Work which does not fall under the responsibility of the elevator trade, such as air conditioning, not included.

**-END OF REPORT-**

## CCDC 2

stipulated price contract

2008

Elevator Modernization (1153\_03)  
165 Ontario Street, St. Catharines, Ontario

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CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE  
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

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- \* Construction Specifications Canada
- \* The Royal Architectural Institute of Canada

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**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

For use when a stipulated price is the basis of payment.

This Agreement made on the 8th day of February in the year 2022.

by and between the parties

InterRent Holdings Manager Limited Partnership by its general partner InterRent Holdings Manager GP ULC  
 hereinafter called the "*Owner*"

and

Atta Elevators Corp.  
 hereinafter called the "*Contractor*"

The *Owner* and the *Contractor* agree as follows:**ARTICLE A-1 THE WORK**The *Contractor* shall:1.1 perform the *Work* required by the *Contract Documents* for

the elevator modernization

*insert above the name of the Work*

located at

165 Ontario Street, St. Catharines, Ontario

*insert above the Place of the Work*

for which the Agreement has been signed by the parties, and for which

Rooney, Irving &amp; Associated Ltd.

*insert above the name of the Consultant*is acting as and is hereinafter called the "*Consultant*" and1.2 do and fulfill everything indicated by the *Contract Documents*, and

1.3 commence the *Work* by the 7th day of April in the year 2022 and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Substantial Performance of the Work*, by the 21st day of July in the year 2022.

**ARTICLE A-2 AGREEMENTS AND AMENDMENTS**

2.1 The *Contract* supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the *Work*, including the bidding documents that are not expressly listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS.

2.2 The *Contract* may be amended only as provided in the *Contract Documents*.



## ARTICLE A-3 CONTRACT DOCUMENTS

3.1 The following are the *Contract Documents* referred to in Article A-1 of the Agreement - THE WORK:

- Agreement between *Owner* and *Contractor*
- Definitions
- The General Conditions of the Stipulated Price Contract

\*

APPENDIX A to the CCDC2 - Stipulated Price Contract

Article 1 - Contractor's tender bid dated June 30th, 2021

Article 2 - Contractor's WSIB clearance certificate

Article 3 - Contractor's general liability insurance compliant with CCDC41, naming the Owner as both additionally insured and as certificate holder

Article 4 - Contractor's Ministry of Labour Form 1000 (Registration of Constructors & Employers Engaged in Construction)

\* (Insert here, attaching additional pages if required, a list identifying all other Contract Documents e.g. supplementary conditions; information documents; specifications, giving a list of contents with section numbers and titles, number of pages and date; material finishing schedules; drawings, giving drawing number, title, date, revision date or mark; addenda, giving title, number, date)

## ARTICLE A-4 CONTRACT PRICE

4.1 The *Contract Price*, which excludes *Value Added Taxes*, is:

Three hundred eighteen thousand ----- 00 /100 dollars \$ 318,000.00

4.2 *Value Added Taxes* (of 13.00 %) payable by the *Owner* to the *Contractor* are:

Forty-two thousand, five hundred and ten ----- 00 /100 dollars \$ 42,510.00

4.3 Total amount payable by the *Owner* to the *Contractor* for the construction of the *Work* is:

Three hundred fifty-nine thousand, three hundred and forty ----- 00 /100 dollars \$ 359,340.00

4.4 These amounts shall be subject to adjustments as provided in the *Contract Documents*.

4.5 All amounts are in Canadian funds.

## ARTICLE A-5 PAYMENT

5.1 Subject to the provisions of the *Contract Documents*, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of \$35,934.00 equal to ten ----- percent ( 10 %), the *Owner* shall:

- .1 make progress payments to the *Contractor* on account of the *Contract Price* when due in the amount certified by the *Consultant* together with such *Value Added Taxes* as may be applicable to such payments, and
- .2 upon *Substantial Performance of the Work*, pay to the *Contractor* the unpaid balance of the holdback amount when due together with such *Value Added Taxes* as may be applicable to such payment, and
- .3 upon the issuance of the final certificate for payment, pay to the *Contractor* the unpaid balance of the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.

5.2 In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payments shall be made to the *Contractor* in accordance with the provisions of GC 11.1 – INSURANCE.

5.3 Interest

- .1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:

(1) 2% per annum above the prime rate for the first 60 days.

(2) 4% per annum above the prime rate after the first 60 days.

Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by

the Bank of Canada

(Insert name of chartered lending institution whose prime rate is to be used)

for prime business loans as it may change from time to time.

- .2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.3.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

## ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

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

### Owner

InterRent Holdings Manager Limited Partnership by its general partner InterRent Holdings Manager GP ULC  
*name of Owner\**

485 Bank Street, Suite 200, Ottawa, Ontario, K2P 1Z2

*address*

613-728-2978

*facsimile number*

Construction-admin@clvgroup.com

*email address*

### Contractor

Atta Elevators Corp.

*name of Contractor\**

8-40 North Rivermade Road

*address*

416-400-9810

*facsimile number*

mattanasio@attaelevators.com

*email address*

### Consultant

Rooney, Irving & Associates Ltd.

*name of Consultant\**

384 Bank St #301, Ottawa, Ontario, K2P 1Y4

*address*

613-726-2049

*facsimile number*

admin@rooneyirving.ca

*email address*

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

## ARTICLE A-7 LANGUAGE OF THE CONTRACT

- 7.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English / ~~French~~ # language shall prevail.  
# Complete this statement by striking out inapplicable term.

- 7.2 This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.

## ARTICLE A-8 SUCCESSION

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

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

SIGNED AND DELIVERED  
in the presence of:

### WITNESS

  
signature

Jeff Gordon, Director Procurement

name of person signing

  
signature

Jeff Gordon, Director Procurement

name of person signing

### WITNESS

signature

David Nevin

name of person signing

  
signature

Louis Sideris

name of person signing

### OWNER

InterRent Holdings Manager Limited Partnership by its general partner InterRent Holdings Manager GP ULC

name of owner

  
signature

Brad Cutsey,  
President

name and title of person signing

  
signature

Dave Nevins,  
COO

name and title of person signing

### CONTRACTOR

Atta Elevators Corp.

name of Contractor

  
signature

Louis Sideris Vice President

name and title of person signing

  
signature

David Nevin Vice President

name and title of person signing

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

## Appendix A to the CCDC2 – 2008 Stipulated Price Contract

Project Information	
<b>Project #</b>	1153_2021_13n
<b>Title</b>	Elevator Modernization
<b>Address</b>	165 Ontario Street
<b>City, Prov., PC</b>	St. Catharines, Ontario, L2R 5K4
<b>Country</b>	Canada

Owner	
<b>Contact</b>	Jeff Gordon & Yashvir Duggal
<b>Company</b>	InterRent Holdings Manager Limited Partnership by its general partner InterRent Holdings Manager GP ULC
<b>Address</b>	485 Bank Street, Suite 200
<b>City, Prov., PC</b>	Ottawa, Ontario, K2P 1Z2
<b>Country</b>	Canada
<b>Phone</b>	613-722-6004
<b>Fax</b>	613-728-2978

Contract Information	
<b>Contract #</b>	1153_03
<b>Issue Date</b>	February 08 <sup>th</sup> , 2022
<b>Subject</b>	Elevator Modernization
<b>Holdback Percentage (%)</b>	
<b>Work</b>	10 %
<b>Stored Mat'l.</b>	10 %

Contractor	
<b>Contact</b>	Mark Attanasio
<b>Company</b>	Atta Elevators Corp.
<b>Address</b>	8-40 North Rivermade Road
<b>City, Prov., PC</b>	Concord, Ontario, L4K 2H3
<b>Country</b>	Canada
<b>Phone</b>	416-400-9810
<b>Email</b>	mattanasio@attaelevators.com

**THE FOLLOWING SUPPLEMENTAL CONDITIONS AMEND THE SPECIFIED SECTIONS OF THE CCDC2 CONTRACT DOCUMENT. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE CCDC2 CONTRACT AND THE AMENDMENTS SET OUT BELOW, THE PROVISIONS OF THE AMENDMENTS SHALL PREVAIL. (PLEASE READ CAREFULLY)**

Amend the following article within "ARTICLE A-5 PAYMENT"

- 5.1.1 Delete "...in the amount certified by the *Consultant*..." and replace with "...in the amount certified by the *Owner*..."

Add the following articles to "ARTICLE A-5 PAYMENT"

- 5.3.3 The *Contractor* shall have no claim for interest on invoiced amounts which have not been certified by the *Owner*.
- 5.4.1 An early payment discount equal to 3% shall be applied if the payment is made within 15 days of receipt of an application for payment by the *Owner*.

Add the following new article "ARTICLE A-9 CONFIDENTIALITY"

- 9.1 The *Contractor* agrees to ensure that it shall, both during or following the term of the Contract, maintain the confidentiality and security of all confidential information and personal information, and that it shall not directly or indirectly disclose, destroy, exploit, or use any confidential information or personal information, except where required by law, without first obtaining written consent of the *Owner*. The *Contractor* may disclose any portion of the Contract Documents or any other information provided to the *Contractor* by the *Owner* to any *Subcontractor* or *Supplier* if the *Contractor* discloses only such information as is necessary to fulfill the purposes of the Contract and the *Contractor* has included a commensurate confidentiality provision in its contract with the *Subcontractor* or *Supplier*.

Add the following new article "ARTICLE A-10 TIME OF THE ESSENCE"

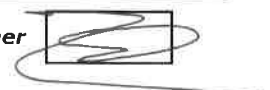
- 10.1 It is agreed that one of the reasons why the *Contractor* was selected for the Work is the *Contractor's* representation and warranty that it will attain Substantial Performance of the Work by the date set out in Article A-1, paragraph 1.3 and the *Contractor* acknowledges that it has been advised by the *Owner* that it is critical to the *Owner* that Substantial Performance of the Work be achieved by the prescribed date and that time is of the essence of this Contract.

Add the following general conditions at the end of "GC 2.3 REVIEW AND INSPECTION OF THE WORK"

- 2.3.8 The *Consultant's* general review during construction and inspection by independent inspection and testing agencies reporting to the *Consultant* are both undertaken to inform the *Owner* of the *Contractor's* performance and shall in no way augment the *Contractor's* quality control or relieve the *Contractor* of contractual responsibility.

Add the following general conditions at the end of "GC 2.4 DEFECTIVE WORK"

- 2.4.4 The *Contractor* shall provide a system of quality control to ensure that the maximum industry standards and/or as specified herein are attained.

## Appendix A to the CCDC2 – 2008 Stipulated Price Contract

- 2.4.5 The *Contractor* shall bring to the attention of the *Consultant* and/or *Owner* any defects in the work or departures from the *Contract Documents* which may occur during construction. The *Owner* shall decide upon corrective action through consultation with the *Consultant*.
- 2.4.6 Where factual evidence exists that defective workmanship has occurred or that work has been carried out incorporating defective materials, the *Consultant* or *Owner* may have tests, concrete cores, inspections or surveys performed, analytical calculation of structural strength made and the like in order to help determine whether the work must be replaced. Tests, inspections or surveys carried out under these circumstances will be made at the *Contractor's* expense, regardless of their result, which may be such that, in the *Consultant's* opinion, the work may be acceptable to the *Consultant*.
- 2.4.6.1 All testing shall be conducted in accordance with the requirements of the Ontario or Quebec Building Codes and any other applicable laws or regulations, except where this would, in the *Consultant's* opinion, cause undue delay or give results not representative of the rejected material in place. In this case, the test shall be conducted in accordance with the standards given by the *Consultant*.

Amend the following general condition within "GC 3.5 CONSTRUCTION SCHEDULE"

- 3.5.1.1 Delete "...prior to the first application for payment..." and replace with the following:

"...No later than two weeks after the receipt by the *Contractor* of:

- a. the *Owner's* written Order to Commence Work, or
- b. the Contract, executed by the *Owner* and the *Contractor*,

whichever is the earlier,..."

Add the following general conditions at the end of "GC 3.5 CONSTRUCTION SCHEDULE"

- 3.5.2 If the *Contractor* fails to complete a major activity, critical event or milestone by the date indicated in the latest update to the construction schedule and such failure is anticipated to extend the Contract Time or milestones, the *Contractor* shall, within 7 calendar days of such failure, submit an updated construction schedule with a narrative clearly indicating how the *Contractor* intends to correct the non-performance and return to the accepted construction schedule. Actions by the *Contractor* to complete the Work within the Contract Time (and milestones) shall not be justification for an adjustment to the Contract Time or Contract Price unless such failure is due to a delay in accordance with the provisions of GC 6.5 DELAYS.
- 3.5.3 The *Owner* may, at no additional cost to the *Owner*, order the *Contractor* to increase Construction Equipment, labour force or working hours if the *Contractor* fails to:
- a. Complete a milestone activity by its schedule completion date, or
  - b. Satisfactorily perform the Work as necessary to prevent delay to the overall completion of the Work,
- but only to the extent required to return to the agreed upon construction schedule.
- 3.5.4 In the event of a conflict between the *Contractor's* performance of the Work and the *Owner's* requirements to operate an operational facility, the operation of the facility shall always take precedence.

Add the following general conditions at the end of "GC 3.13 CLEAN-UP"

- 3.13.4 The *Owner* shall have the right to back charge cleaning costs to the *Contractor* if not done by the *Contractor* within 24 hours of notice to clean.
- 3.13.5 The *Owner* shall have the right to back charge the *Contractor* the cost of repairs of damage to the site caused by *Contractor* if not repaired in a reasonable time frame, the latest being before final payment. The *Contractor* shall also be responsible to rectify or repair any damage discovered by the *Owner* and caused by the *Contractor* after the Contract has been completed within five (5) business days of receipt of the Notice thereof by the *Owner*.
- 3.13.6 The *Owner* shall have the right to back charge the *Contractor* should a false alarm sound as a result of dust or smoke from the Work if sufficient notice, a minimum of twenty four (24) hours, was not been given to the *Owner* by the *Contractor*.

Delete the following general conditions of "GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER"

- 5.1.1 Delete paragraph 5.1.1 in its entirety.
- 5.1.2 Delete paragraph 5.1.2 in its entirety.



## Appendix A to the CCDC2 – 2008 Stipulated Price Contract

Amend the following general conditions within "GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT"

- 5.2.4 Delete paragraph 5.2.4 in its entirety and replace with the following:

"The following schedule of values for the parts of the *Work*, aggregating the total amount of the *Contract Price*, shall be used to facilitate evaluation of applications for payment:

Item #	Description (See Article 1 for breakdown)	Price
1.	Elevator Modernization	\$ 318,000.00
Tax =		42,510.00
<b>Total =</b>		<b>\$ 359,340.00</b>

- 5.2.7 Add to the end of paragraph 5.2.7 the following:

"The *Owner* shall not be obligated to pay for any *Products* not yet incorporated into the *Work* but may do so at the *Owner's* sole discretion. Such *Products* shall remain at the risk of the *Contractor* who shall be responsible for any loss, damage, theft, improper use, or destruction of the *Products* however caused. Where the *Owner* makes advance payments for *Products*, such payment shall not constitute acceptance of the *Products* by the *Owner*."

Add the following general conditions at the end of "GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT"

- 5.2.8 With the exception of the first application for payment, the *Contractor* shall submit a CCDC 9A 'Statutory Declaration' with every application for payment to state that all accounts for labour, subcontract, *Products*, *Construction Equipment*, and other indebtedness which may have been incurred by the *Contractor* in the performance of the *Work* and for which the *Owner* might in anyway be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute.
- 5.2.9 All invoices must identify both the project number and the contract number. All invoices must be billed according to the contract's Schedule of Values. All invoices must be emailed in PDF format to [constructionap@clvgroup.com](mailto:constructionap@clvgroup.com) or mailed in hardcopy format to CLV Group Inc., 485 Bank Street, Suite 200, Ottawa, ON K2P 1Z2 attention: Accounts Payable. *No other point of delivery for invoices will be recognized as received under this agreement*
- 5.2.10 The *Owner* shall be under absolutely no obligation to make any payment to the *Contractor* in the face of either a registered lien or a notice of lien until such lien is discharged.

Delete the following general conditions of "GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK"

- 5.5.3 Delete paragraph 5.5.3 in its entirety.

Amend the following general condition within "GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK"

- 5.6.2 In the third line of paragraph 5.6.2, delete "...the *Owner* shall pay the *Contractor* the holdback amount retained..." and replace with "...the *Owner* may, at its sole discretion, pay the *Contractor* the holdback amount retained..."

The *Owner* shall not be obligated to release any holdback for the *Work* of a *Subcontractor* or *Supplier* prior to *Substantial Performance of the Work* has been achieved as a whole unless specified in the *Contract Documents*.

Add the following general condition at the end of "GC 6 CHANGES IN THE WORK"

### 6.7 VALUATION OF CHANGES

#### 6.7.1 General Procedures

- 6.7.1.1 Changes in the *Work* ordered by the Consultant or *Contractor* in accordance with the General Conditions of the Stipulated Price Subcontract shall be valued in accordance with the General Conditions of the Stipulated Price Subcontract and as more fully specified herein.
- 6.7.1.2 The standard documentation for effecting changes in the *Work* shall be as follows:
- 6.7.1.2.1 Consultant's or *Contractor's* Notice of Change issued to the *Subcontractor* on standard form and accompanied by necessary Drawings, Schedule, Details and Specifications.



## Appendix A to the CCDC2 – 2008 Stipulated Price Contract

- 6.7.1.2.2 Subcontractor's Quotation submitted to the Consultant showing amount by which the Contract Sum shall be adjusted by way of increase or decrease if the change is ordered.
- 6.7.1.2.3 Consultant's or Contractor's Formal Change Order issued to the Subcontractor on Standard Form after Contractor's approval.
- 6.7.2 Valuation of Changes
- 6.7.2.1 Quotations submitted by the Subcontractor in response to Notice of Change shall be fully detailed and itemized to facilitate checking and processing by the Consultant. Quotations shall be submitted in triplicate and shall:
- 6.7.2.1.1 List Work proposed to be carried out by Subcontractor's Own Forces showing labour, material, plant and equipment charges together with quantities and unit rates in the assessment of such charges.
- 6.7.2.1.2 List Work proposed to be carried out by other Sub-Contractors or Trades showing the amount quoted by each Sub-Contractor as verified by the Subcontractor's quotation which shall show labour, material, plant and equipment charges together with quantities and unit rates upon which the quotation is based.
- 6.7.2.1.3 Quote material prices which shall be the net price paid by the Subcontractor after deduction of all trade discounts and the like other than reasonable discount for prompt payment.
- 6.7.2.2 The following maximum mark-ups for overhead and profit may be applied as appropriate to the net costs assessed as above where the effect of the proposed change is an increase in the Contract Sum. If the effect of the change is a decrease in the Contract Sum no mark-up shall be applied:
- 6.7.2.2.1 Work carried out by Subcontractor's Own Forces - 10%.
- 6.7.2.2.2 Work carried out by other Sub-Contractors or Trades:  
Other Sub-Contractors' or Trades' mark-up - 5%.  
Subcontractor's mark-up - 5%.
- 6.7.2.3 It shall be understood and agreed that the mark-ups specified above shall be deemed to provide for payment in full for all items that are considered to be site or head office overhead, profit, supervision, administration and labour on-cost.
- 6.7.3 The issuance of a *Change Order* shall be deemed to be formal acceptance by the *Contractor* of the *Subcontractor's* quotation. Following the issuance of a *Change Order* the *Contractor* will not entertain claims for extra payments due to errors alleged to have been made in the *Subcontractor's* Quotation.

Amend the following general condition within "GC 10.4 WORKERS' COMPENSATION"

- 10.4.1 Delete "...again with the *Contractor's* application for payment of the holdback following *Substantial Performance of the Work...*" and replace "...again with each of the *Contractor's* applications for payment, including payment of the holdbacks,..."

The parties hereto have reviewed and authorize all amendments made to this Agreement by the hands of their duly authorized representatives.

### Contractor:

Atta Elevators Corp.

Company



Signature

Louis Sideris Vice President

Name and title of person signing

April 19, 2022

Date

### Owner:

InterRent Holdings Manager Limited Partnership by its general partner InterRent Holdings Manager GP ULC

Company

  
Signature

Brad Cutsey, President

Name and title of person signing

Apr 20/22

Date



<div>Contractors</div> <div>Description</div>	ATTA
(A) Base Bid	\$327,000
Related electrical work included – per tender form	\$7,300
Related fire alarm work included – per tender form	(\$9,000)
Extent of other deviations to the specified work	None
Performance Bond not included- per tender form	\$4,905
Cab Interior not included- per tender form	\$33,000
Type of controllers included	MCE
Amount per month for Interim preventative maintenance of modernized equipment	\$650
Construction time (weeks)	15

Total = 318,000.00

## FORM OF TENDER - ELEVATOR

Tenderers are to review these seven (7) pages, provide information in blanks where indicated and return all pages.

Any contract resulting from this tender will be executed on a CCDC-2 Construction Document, appended by the Owner's standard PO form.

This tender covers all work to modernize the elevating devices(s) to working condition and suitable for passenger use. Contractor to detail on separate paper any discrepancies/omissions with the specification which are incompatible with delivering a finished, TSSA-approved elevator project.

The time and date for receipt of tenders for this work is not later than 2:00 PM, June 30, 2021. Tenders must be submitted on this form.

Submitted by:                     ATTA Elevators Corp.                      
Name of Elevator Contractor

                    June 30, 2021                      
Date

                    David Nevin                      
Name of contact person for project

                    Dnevin@attaelevators.com.          905          409 3963                      
Email and phone number of contact person

TO: By e-mail to:

301 - 384 Bank Street  
Ottawa, ON  
K2P 1Y4

Attn: Gladys Lynch  
fax (613) 726-2051  
Admin@rooneyirving.ca

**The contractor is responsible for verifying the proper transmission of their tender, particularly if transmitted by fax or e-mail.**

1. Having had opportunity to review the site in detail and to carefully examine the specifications as prepared by Rooney, Irving & Associates Ltd., we hereby offer to furnish all materials, equipment, plant services and labour, electrical modifications as specified, including all overtime necessary for the proper completion of the work to the Schedule, as described in the specifications for the total sum of:

\_\_\_\_\_ Three Hundred Twenty Seven Thousand \_\_\_\_\_ Dollars

\$ \_\_\_\_\_ 327,000.00 \_\_\_\_\_ HST Extra

2. We will provide our drawings for your approval \_\_\_\_\_ 14 \_\_\_\_\_ days after notification of acceptance of our tender.
3. We will deliver the elevator materials and commence installation in accordance with the specifications.
4. We will complete the elevator modernization and return the elevators back to operation, suitable for passenger use, within \_\_\_\_\_ 15 \_\_\_\_\_ weeks after removal of the first elevator from service.
5. The amount per month for interim maintenance on the existing and modernized equipment as specified in the Specifications is:

\_\_\_\_\_ Six Hundred & Fifty \_\_\_\_\_ Dollars

\$ \_\_\_\_\_ 650.00 \_\_\_\_\_ HST Extra

6. Questions should be directed to Rooney, Irving & Associates Limited, 5063 North Service Road, Suite 200, Burlington, L7L 5H6. Tel (905) 637-2049, fax (613)726-2051, e-mail nbarba@rooneyirving.ca
7. Quoted prices are valid for 90 days.

8. Check one as is applicable)

☒ Our bid is entirely in accordance with the specifications.

☐ Our bid is in conformance with the specifications except as qualified on the attached \_\_\_\_\_ page(s).

Bids not referenced to the specifications or based on the "intent" of the specifications will not be considered. Alternate prices based on alternate scopes of work may be considered if referenced to the specifications with specific qualifications provided.

9. Labour Unit Prices

We agree on the following labour unit prices, which shall apply to any additional work, when requested and approved by the Owner. The sums so stated will be the total charge to the Owner including profit, all direct costs, indirect costs, taxes and travel expenses.

These labour unit prices apply for the term of the contract.

Hourly Billing Rates

STAFF	REGULAR TIME	OVERTIME (WEEKDAYS)	WEEKENDS & HOLIDAYS
MECHANIC	\$ 200.00	\$ 300.00	\$ 400.00
HELPER	\$ 150.00	\$ 225.00	\$ 300.00
ADJUSTER	\$ 230.00	\$ 345.00	\$ 460.00
SERVICE CREW	\$ 350.00	\$ 525.00	\$ 700.00

## 10. Equipment Manifest

Our submission is based upon the following component manifest. Should our bid be successful, the specific equipment as listed below shall not be altered in any way unless expressly approved by The Consultant.

(Detail below the manufacturer, model number and any other relevant details for the component or system indicated.)

1.	Geared Machine	Imperial TM21
2.	Hoist Motor (Include hp)	Imperial 20hp
3.	VVVF Drive	KEB F5
4.	Door Operator	RETAIN
5.	Control System	MCE 4000
6.	Communication System	Webb LS 250
7.	Operating Fixtures	Dupar Controls
8.	Cab Interior Contractor	VDF Vertical
9.	Electrical Contractor	A.C. and Electric
10.	Fire Alarm Contractor	Cooperative Fire

## 11. Separate Prices

The following separate price, as identified in the noted Clause of the Elevator Specification, may be accepted by the Owner. The sums so stated will be the total charge/credit to the Owner including all direct costs, indirect costs, taxes and travel expenses. These following costs are **not** included in the total lump sum cost.

- A) The amount not included in our bid to provide 100% Labour and Material bonding and 100% Performance Bonding is:

Four Thousand Nine Hundred & Five \_\_\_\_\_ Dollars  
\$ 4,905.00 \_\_\_\_\_ HST Extra.

- B) The additional amount to the base bid, not included in our bid, to provide alternate cab interior finishes as the Car Interior specifications section:

Thirty Three Thousand \_\_\_\_\_ Dollars  
\$ 33,000.00 \_\_\_\_\_ HST Extra.

## 12. Identified Price

The following identified price, as identified in the noted Clause of the Elevator Specification, may be accepted by the Owner. The sums so stated will be the total cost to the Owner including all direct costs (ie. no mark up), taxes and travel expenses. These following costs **are included** in the total lump sum cost.

1. Electrical Upgrades;

\_\_\_\_\_  
Seven Thousand Three Hundred \_\_\_\_\_ Dollars \$ 7,300.00

HST NOT INCLUDED

2. Fire Alarm Upgrades;

\_\_\_\_\_  
Nine Thousand \_\_\_\_\_ Dollars \$ 9,000.00

HST NOT INCLUDED

13. We acknowledge that the Owner shall not be bound to accept the lowest or any other tender submission and in particular if only one submission is received, the Owner reserves the right to reject it.

We confirm that we are in a position to undertake this work following receipt of your instruction to proceed, and we further confirm that we have the necessary resources to enable us to perform the work in a timely, safe and efficient fashion.

\_\_\_\_\_  
ATTA Elevators Corp.

Company Name

\_\_\_\_\_  
8-40 North Rivermede Rd

Company Address

\_\_\_\_\_  
Louis Sideris Vice President

Name and Title of Company Official

\_\_\_\_\_  


Signature of Company Official

Dated this 30th day of June 2021.

**Note:** This tender must be signed by the authorized signing officer of the sole proprietorship, partnership or company submitting the tender.  
Corporate firms shall affix their seal where required.





## CHANGE ORDER

**Contract Number** 1153\_03  
**Change Order Number** 01  
**Date** 04/03/2023  
**Project** Elevator Modernization  
**Address** 165 Ontario Street, St. Catharines, Ontario  
**Owner** InterRent Holdings Manager Limited Partnership by its general partner InterRent Holdings Manager GP ULC  
**Contractor** ATTA Elevators Corp.

Pursuant to paragraph 6.2.2 of GC 6.2 of the Contract dated February 8th, 2022, the following is an amendment to the Contract stating the agreement between the Owner and the Contractor upon a change in the Work and the adjustments in the Contract Price and Contract Time.

### Description of Change

## Credit for damage to floor.

The Contract Time is increased/decreased by 00 Working Days resulting in the attainment of Substantial Performance of the Work by July 21st, 2022

<b>Original Contract Price</b>	\$318,000.00
<b>Sum of previous Change Orders</b>	\$0
<b>This Change Order</b>	\$-1,592.92
<b>Revised Contract Price (sum of above)</b>	\$316,407.08
<b>Value Added Tax</b>	\$41,132.92
<b>Total amount payable to the Contractor</b>	\$357,540.00

### Approved by the Owner

Oliver Filip, Proper Manager  
*name and title of person signing*

  
*signature*

04/05/2023  
*date*

Jeff Gordon, Director, Procurement & Capital Projects  
*name and title of person signing*

  
*signature*

04/12/2023  
*date*

Brad Cutsey, President and CEO  
*name and title of person signing*

  
*signature*

04/17/2023  
*date*

DN  
DN

### Approved by the Contractor

Jason Di Federico/Operations Manager  
*name and title of person signing*

  
*signature*

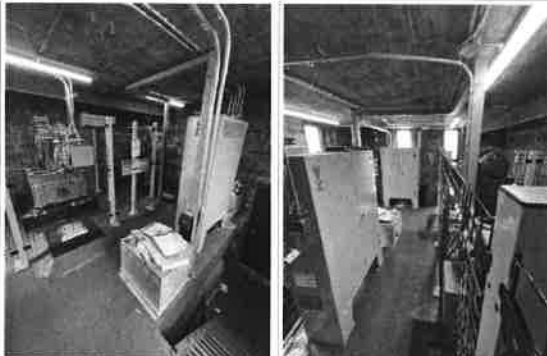
05/18/2023  
*date*

## Commissioning Review


### General

<b>Building address</b>	Ontario 165, St. Catharines
	05-01-2023 10:40 AM
<b>Inspector's name</b>	Marius
<b>Building designation</b>	1,2
<b>Installation number(s)</b>	16015,16016
<b>Installation / modernization completion date</b>	April 2023
<b>Elevator Contractor</b>	ATTA Elevator

### Machine Room

<b>Panoramic photo of machine room</b>	
--	---

### Electrical Information

<b>Main disconnect</b>	208 volts, 3 phase, New
<b>Car light disconnect (110 volt)</b>	New
<b>Machine room lights 200 lux and guarded</b>	Yes
<b>Photo of disconnects</b>	
<b>Motor Horsepower</b>	20




### Machine Room Equipment

<b>Controller manufacturer</b>	MCE
--------------------------------	-----



## Commissioning Review

<p>Photo of controller and data plate</p>	 <p>Controller 1: MCE M4000-AC-01</p>	 <p>Controller 2: MCE M4000-AC-01</p>	 <p>Controller 2: MCE M4000-AC-01</p>
			
<p>Photo of machine / power unit and data plate</p>	 <p>Car 1: Machine: TorinDrive TGD1 2520</p>	 <p>Car 1: Machine data tag</p>	 <p>Car 1: Motor data tag</p>



## Commissioning Review

	 <p>Car 2: Machine: TorinDrive TGD1 2520</p>	 <p>Car 2: Machine data tag</p>	 <p>Car 2: Motor data tag</p>
--	---	---	--

### Car

Type of loading	Passenger
Posted capacity	680 kg
Features	FEO in car, Keyed lockouts, Cameras
Photos of cab interior and car operating panel	  




### Landing

Main lobby - Entrance finishes	Stainless steel
Typical landing - Entrance finishes	Retained
Firefighters' Emergency Operation	Yes
Emergency power pilot	N/A
Photo of main floor and hall station	 








## Commissioning Review

Photo of typical floor		
Photo of any remote fixtures such as CACF/monitoring panel		

## Top of Car

Posted capacity	1500lbs
Posted speed in fpm	150 fpm
Posted current car weight	Car 1: 2758 lbs (1251 kg) Car 2: 2717 lbs (1232 kg)
Photo of car top	  
	Car 1      Car 1      Car 2

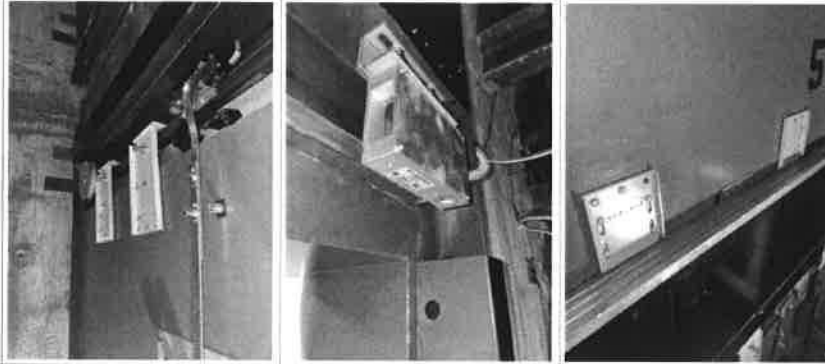
## Commissioning Review

	 <p>Car 2</p>		
<p>Photo of crosshead/alteration data plate(s)</p>	 <p>Car 1</p>	 <p>Car 1</p>	 <p>Car 2</p>
	 <p>Car 2</p>		
<p>Photo of counterweight (ignore if N/A)</p>			




## Commissioning Review

### Landing Doors

Photo of hall door equipment





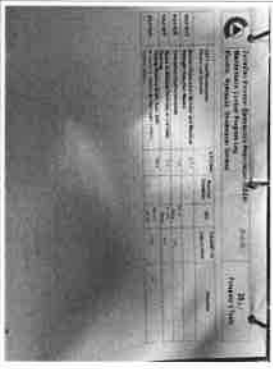



### Pit

Buffers	New	
Condition of pit at the time of review	Pit dry	
Photo of pit	 <p>Car 1</p>	 <p>Car 2</p>
Photo of underside of car		

### Extra photos

## Commissioning Review

Extra photos			
	Car 1: Category 1 tests	Car 1: Category 1 tests	Car 1: Category 5 tests
			
	Car 2: Category 1 tests	Car 2: Category 1 tests	Car 2: Category 5 tests

### Performance E1

Speed UP - fpm	153
Speed DOWN - fpm	154
Flight time UP (sec)	15.8
Flight time DOWN (sec)	15.8

### Performance E2

Speed UP - fpm	153
Speed DOWN - fpm	153
Flight time UP (sec)	14.5
Flight time DOWN (sec)	14.8



# Tab 4

## CCDC 2

## stipulated price contract

2008

Build New Concrete Block Enclosure for Exterior Stairwell (1153\_04)  
165 Ontario Street, St. Catharines, Ontario

This agreement is protected by  
copyright and is intended by the  
parties to be an unaltered version of  
CCDC 2 – 2008 except to the extent  
that any alterations, additions or  
modifications are set forth in  
supplementary conditions.



CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE  
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE  
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

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- GC 3.11 Use of the Work
- GC 3.12 Cutting and Remedial Work
- GC 3.13 Cleanup

#### PART 4 ALLOWANCES

- GC 4.1 Cash Allowances
- GC 4.2 Contingency Allowance

### PART 5 PAYMENT

- GC 5.1 Financing Information Required of the Owner
- GC 5.2 Applications for Progress Payment
- GC 5.3 Progress Payment
- GC 5.4 Substantial Performance of the Work
- GC 5.5 Payment of Holdback upon Substantial Performance of the Work
- GC 5.6 Progressive Release of Holdback
- GC 5.7 Final Payment
- GC 5.8 Withholding of Payment
- GC 5.9 Non-conforming Work

### PART 6 CHANGES IN THE WORK

- GC 6.1 Owner's Right to Make Changes
- GC 6.2 Change Order
- GC 6.3 Change Directive
- GC 6.4 Concealed or Unknown Conditions
- GC 6.5 Delays
- GC 6.6 Claims for a Change in Contract Price

### PART 7 DEFAULT NOTICE

- GC 7.1 Owner's Right to Perform the Work, Terminate the Contractor's Right to Continue with the Work or Terminate the Contract
- GC 7.2 Contractor's Right to Suspend the Work or Terminate the Contract

### PART 8 DISPUTE RESOLUTION

- GC 8.1 Authority of the Consultant
- GC 8.2 Negotiation, Mediation and Arbitration
- GC 8.3 Retention of Rights

### PART 9 PROTECTION OF PERSONS AND PROPERTY

- GC 9.1 Protection of Work and Property
- GC 9.2 Toxic and Hazardous Substances
- GC 9.3 Artifacts and Fossils
- GC 9.4 Construction Safety
- GC 9.5 Mould

### PART 10 GOVERNING REGULATIONS

- GC 10.1 Taxes and Duties
- GC 10.2 Laws, Notices, Permits, and Fees
- GC 10.3 Patent Fees
- GC 10.4 Workers' Compensation

### PART 11 INSURANCE AND CONTRACT SECURITY

- GC 11.1 Insurance
- GC 11.2 Contract Security

### PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

- GC 12.1 Indemnification
- GC 12.2 Waiver of Claims
- GC 12.3 Warranty

The Canadian Construction Documents Committee (CCDC) is a national joint committee responsible for the development, production and review of standard Canadian construction contracts, forms and guides. Formed in 1974 the CCDC is made up of volunteer representatives from:

- Public Sector Owners
- Private Sector Owners
- Canadian Bar Association (Ex-Officio)
  - \* The Association of Canadian Engineering Companies
  - \* The Canadian Construction Association
  - \* Construction Specifications Canada
  - \* The Royal Architectural Institute of Canada

\*Committee policy and procedures are directed and approved by the four constituent national organizations.

CCDC 2 is the product of a consensus-building process aimed at balancing the interests of all parties on the construction project. It reflects recommended industry practices. CCDC 2 can have important consequences. The CCDC and its constituent member organizations do not accept any responsibility or liability for loss or damage which may be suffered as a result of the use or interpretation of CCDC 2.

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**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

For use when a stipulated price is the basis of payment.

This Agreement made on the 8th day of August in the year 2022.

by and between the parties

InterRent Holdings Manager Limited Partnership by its general partner InterRent Holdings Manager GP ULC  
hereinafter called the "Owner"

and

Holt Restoration Ltd.

hereinafter called the "Contractor"

The Owner and the Contractor agree as follows:

**ARTICLE A-1 THE WORK**

The Contractor shall:

- 1.1 perform the Work required by the Contract Documents for

building new concrete block enclosure for exterior stairwell*insert above the name of the Work*

located at

165 Ontario Street, St. Catharines, Ontario, L2R 5K4*insert above the Place of the Work*

for which the Agreement has been signed by the parties, and for which

N/A*insert above the name of the Consultant*

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

- 1.2 do and fulfill everything indicated by the Contract Documents, and

- 1.3 commence the Work by the
- 8th
- day of
- August
- in the year
- 2022
- and, subject to adjustment in Contract Time as provided for in the Contract Documents, attain Substantial Performance of the Work, by the
- 30th
- day of
- September
- in the year
- 2022
- .

**ARTICLE A-2 AGREEMENTS AND AMENDMENTS**

- 2.1 The Contract supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the Work, including the bidding documents that are not expressly listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS.

- 2.2 The Contract may be amended only as provided in the Contract Documents.

## ARTICLE A-3 CONTRACT DOCUMENTS

3.1 The following are the *Contract Documents* referred to in Article A-1 of the Agreement - THE WORK:

- Agreement between *Owner* and *Contractor*
- Definitions
- The General Conditions of the Stipulated Price Contract

\*

APPENDIX A to the CCDC2 - Stipulated Price Contract

Article 1 - Contractor's quotation dated June 07th, 2022

Article 2 - Contractor's WSIB clearance certificate

Article 3 - Contractor's general liability insurance compliant with CCDC41, naming the Owner as both additionally insured and as certificate holder

Article 4 - Contractor's Ministry of Labour Form 1000 (Registration of Constructors & Employers Engaged in Construction)

\* (Insert here, attaching additional pages if required, a list identifying all other Contract Documents e.g. supplementary conditions; information documents; specifications, giving a list of contents with section numbers and titles, number of pages and date; material finishing schedules; drawings, giving drawing number, title, date, revision date or mark; addenda, giving title, number, date)

#### ARTICLE A-4 CONTRACT PRICE

4.1 The *Contract Price*, which excludes *Value Added Taxes*, is:

Ninety-four thousand and six hundred -----00 /100 dollars \$ 94,600.00

4.2 *Value Added Taxes* (of 13.00 %) payable by the *Owner* to the *Contractor* are:

Twelve thousand, two hundred and ninety-eight -----00 /100 dollars \$ 12,298.00

4.3 Total amount payable by the *Owner* to the *Contractor* for the construction of the *Work* is:

One hundred and six thousand, eight hundred and ninety-eight -----00 /100 dollars \$ 106,898.00

4.4 These amounts shall be subject to adjustments as provided in the *Contract Documents*.

4.5 All amounts are in Canadian funds.

#### ARTICLE A-5 PAYMENT

5.1 Subject to the provisions of the *Contract Documents*, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of \$10,689.80 equal to ten \_\_\_\_\_ percent ( 10 %), the *Owner* shall:

- .1 make progress payments to the *Contractor* on account of the *Contract Price* when due in the amount certified by the *Consultant* together with such *Value Added Taxes* as may be applicable to such payments, and
- .2 upon *Substantial Performance of the Work*, pay to the *Contractor* the unpaid balance of the holdback amount when due together with such *Value Added Taxes* as may be applicable to such payment, and
- .3 upon the issuance of the final certificate for payment, pay to the *Contractor* the unpaid balance of the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.

5.2 In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payments shall be made to the *Contractor* in accordance with the provisions of GC 11.1 – INSURANCE.

5.3 Interest

- .1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:
  - (1) 2% per annum above the prime rate for the first 60 days.
  - (2) 4% per annum above the prime rate after the first 60 days.Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by

the Bank of Canada

(Insert name of chartered lending institution whose prime rate is to be used)

for prime business loans as it may change from time to time.

- .2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.3.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

## ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

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

### Owner

InterRent Holdings Manager Limited Partnership by its general partner InterRent Holdings Manager GP ULC

*name of Owner\**

485 Bank Street, Suite 200, Ottawa, Ontario, K2P 1Z2

*address*

613-728-2978

*facsimile number*

Construction-admin@clvgroup.com

*email address*

### Contractor

Holt Restoration Ltd.

*name of Contractor\**

415 Oakdale Rd, North York, Ontario, M3N 1W7

*address*

416-560-3112

*facsimile number*

info@holtrestoration.ca

*email address*

### Consultant

N/A

*name of Consultant\**

N/A

*address*

N/A

*facsimile number*

N/A

*email address*

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

## ARTICLE A-7 LANGUAGE OF THE CONTRACT

- 7.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English / ~~French~~ # language shall prevail.  
# Complete this statement by striking out inapplicable term.

- 7.2 This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.

## ARTICLE A-8 SUCCESSION

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

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

SIGNED AND DELIVERED  
in the presence of:

### WITNESS

  
signature

Jeff Gordon, Director Procurement

name of person signing

  
signature

Jeff Gordon, Director Procurement

name of person signing

### WITNESS

  
signature

Emre Parlak

name of person signing

signature

name of person signing

### OWNER

InterRent Holdings Manager Limited Partnership by its general partner InterRent Holdings Manager GP ULC

name of owner

  
signature

Brad Cutsey,  
President and CEO

name and title of person signing

  
signature

Dave Nevins,  
COO

name and title of person signing

### CONTRACTOR

Holt Restoration Ltd.

name of Contractor

  
signature

Savas Parlak - Owner

name and title of person signing

signature

name and title of person signing

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



## Appendix A to the CCDC2 – 2008 Stipulated Price Contract

Project Information	
<b>Project #</b>	1153_2022_07b
<b>Title</b>	Build New Concrete Block Enclosure for Exterior Stairwell
<b>Address</b>	165 Ontario Street
<b>City, Prov., PC</b>	St. Catharines, Ontario, L2R 5K4
<b>Country</b>	Canada

Contract Information	
<b>Contract #</b>	1153_04
<b>Issue Date</b>	August 8th, 2022
<b>Subject</b>	Build New Concrete Block Enclosure for Exterior Stairwell
<b>Holdback Percentage (%)</b>	
<b>Work</b> 10 %	<b>Stored Mat'l.</b> 10 %

Owner	
<b>Contact</b>	Jeff Gordon / Mercedes Delgado
<b>Company</b>	InterRent Holdings Manager Limited Partnership by its general partner InterRent Holdings Manager GP ULC
<b>Address</b>	485 Bank Street, Suite 200
<b>City, Prov., PC</b>	Ottawa, Ontario, K2P 1Z2
<b>Country</b>	Canada
<b>Phone</b>	613-722-6004
<b>Fax</b>	613-728-2978

Contractor	
<b>Contact</b>	Savas Parlak
<b>Company</b>	Holt Restoration Ltd.
<b>Address</b>	415 Oakdale Rd.
<b>City, Prov., PC</b>	North York, Ontario, M3N 1W7
<b>Country</b>	Canada
<b>Phone</b>	416-560-3112
<b>Email</b>	info@holtrestoration.ca

**THE FOLLOWING SUPPLEMENTAL CONDITIONS AMEND THE SPECIFIED SECTIONS OF THE CCDC2 CONTRACT DOCUMENT. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE CCDC2 CONTRACT AND THE AMENDMENTS SET OUT BELOW, THE PROVISIONS OF THE AMENDMENTS SHALL PREVAIL. (PLEASE READ CAREFULLY)**

Amend the following article within "ARTICLE A-5 PAYMENT"

- 5.1.1 Delete "...in the amount certified by the *Consultant*..." and replace with "...in the amount certified by the *Owner*..."

Add the following articles to "ARTICLE A-5 PAYMENT"

- 5.3.3 The *Contractor* shall have no claim for interest on invoiced amounts which have not been certified by the *Owner*.
- 5.4.1 An early payment discount equal to 3% shall be applied if the payment is made within 15 days of receipt of an application for payment by the *Owner*.

Add the following new article "ARTICLE A-9 CONFIDENTIALITY"

- 9.1 The *Contractor* agrees to ensure that it shall, both during or following the term of the Contract, maintain the confidentiality and security of all confidential information and personal information, and that it shall not directly or indirectly disclose, destroy, exploit, or use any confidential information or personal information, except where required by law, without first obtaining written consent of the *Owner*. The *Contractor* may disclose any portion of the Contract Documents or any other information provided to the *Contractor* by the *Owner* to any *Subcontractor* or *Supplier* if the *Contractor* discloses only such information as is necessary to fulfill the purposes of the Contract and the *Contractor* has included a commensurate confidentiality provision in its contract with the *Subcontractor* or *Supplier*.

Add the following new article "ARTICLE A-10 TIME OF THE ESSENCE"

- 10.1 It is agreed that one of the reasons why the *Contractor* was selected for the Work is the Contractor's representation and warranty that it will attain Substantial Performance of the Work by the date set out in Article A-1, paragraph 1.3 and the *Contractor* acknowledges that it has been advised by the *Owner* that it is critical to the *Owner* that Substantial Performance of the Work be achieved by the prescribed date and that time is of the essence of this Contract.

Add the following general conditions at the end of "GC 2.3 REVIEW AND INSPECTION OF THE WORK"

- 2.3.8 The *Consultant's* general review during construction and inspection by independent inspection and testing agencies reporting to the *Consultant* are both undertaken to inform the *Owner* of the *Contractor's* performance and shall in no way augment the *Contractor's* quality control or relieve the *Contractor* of contractual responsibility.

Add the following general conditions at the end of "GC 2.4 DEFECTIVE WORK"

- 2.4.4 The *Contractor* shall provide a system of quality control to ensure that the maximum industry standards and/or as specified herein are attained.

## Appendix A to the CCDC2 – 2008 Stipulated Price Contract

- 2.4.5 The *Contractor* shall bring to the attention of the *Consultant* and/or *Owner* any defects in the work or departures from the *Contract Documents* which may occur during construction. The *Owner* shall decide upon corrective action through consultation with the *Consultant*.
- 2.4.6 Where factual evidence exists that defective workmanship has occurred or that work has been carried out incorporating defective materials, the *Consultant* or *Owner* may have tests, concrete cores, inspections or surveys performed, analytical calculation of structural strength made and the like in order to help determine whether the work must be replaced. Tests, inspections or surveys carried out under these circumstances will be made at the *Contractor's* expense, regardless of their result, which may be such that, in the *Consultant's* opinion, the work may be acceptable to the *Consultant*.
- 2.4.6.1 All testing shall be conducted in accordance with the requirements of the Ontario or Quebec Building Codes and any other applicable laws or regulations, except where this would, in the *Consultant's* opinion, cause undue delay or give results not representative of the rejected material in place. In this case, the test shall be conducted in accordance with the standards given by the *Consultant*.

Amend the following general condition within "GC 3.5 CONSTRUCTION SCHEDULE"

- 3.5.1.1 Delete "...prior to the first application for payment..." and replace with the following:

"...No later than two weeks after the receipt by the *Contractor* of:

- a. the *Owner's* written Order to Commence Work, or
- b. the Contract, executed by the *Owner* and the *Contractor*,

whichever is the earlier,..."

Add the following general conditions at the end of "GC 3.5 CONSTRUCTION SCHEDULE"

- 3.5.2 If the *Contractor* fails to complete a major activity, critical event or milestone by the date indicated in the latest update to the construction schedule and such failure is anticipated to extend the Contract Time or milestones, the *Contractor* shall, within 7 calendar days of such failure, submit an updated construction schedule with a narrative clearly indicating how the *Contractor* intends to correct the non-performance and return to the accepted construction schedule. Actions by the *Contractor* to complete the Work within the Contract Time (and milestones) shall not be justification for an adjustment to the Contract Time or Contract Price unless such failure is due to a delay in accordance with the provisions of GC 6.5 DELAYS.
- 3.5.3 The *Owner* may, at no additional cost to the *Owner*, order the *Contractor* to increase Construction Equipment, labour force or working hours if the *Contractor* fails to:
- a. Complete a milestone activity by its schedule completion date, or
  - b. Satisfactorily perform the Work as necessary to prevent delay to the overall completion of the Work, but only to the extent required to return to the agreed upon construction schedule.
- 3.5.4 In the event of a conflict between the *Contractor's* performance of the Work and the *Owner's* requirements to operate an operational facility, the operation of the facility shall always take precedence.

Add the following general conditions at the end of "GC 3.13 CLEAN-UP"

- 3.13.4 The *Owner* shall have the right to back charge cleaning costs to the *Contractor* if not done by the *Contractor* within 24 hours of notice to clean.
- 3.13.5 The *Owner* shall have the right to back charge the *Contractor* the cost of repairs of damage to the site caused by *Contractor* if not repaired in a reasonable time frame, the latest being before final payment. The *Contractor* shall also be responsible to rectify or repair any damage discovered by the *Owner* and caused by the *Contractor* after the Contract has been completed within five (5) business days of receipt of the Notice thereof by the *Owner*.
- 3.13.6 The *Owner* shall have the right to back charge the *Contractor* should a false alarm sound as a result of dust or smoke from the Work if sufficient notice, a minimum of twenty four (24) hours, was not been given to the *Owner* by the *Contractor*.

Delete the following general conditions of "GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER"

- 5.1.1 Delete paragraph 5.1.1 in its entirety.
- 5.1.2 Delete paragraph 5.1.2 in its entirety.

## Appendix A to the CCDC2 – 2008 Stipulated Price Contract

Amend the following general conditions within "GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT"

- 5.2.4 Delete paragraph 5.2.4 in its entirety and replace with the following:

"The following schedule of values for the parts of the *Work*, aggregating the total amount of the *Contract Price*, shall be used to facilitate evaluation of applications for payment:

Item #	Description – See Article 1 for Breakdown	Price
1.	Build New Concrete Block Enclosure for Exterior Stairwell	\$ 94,600.00
	Tax =	12,298.00
	<b>Total =</b>	<b>\$ 106,898.00</b>

- 5.2.7 Add to the end of paragraph 5.2.7 the following:

"The *Owner* shall not be obligated to pay for any *Products* not yet incorporated into the *Work* but may do so at the *Owner's* sole discretion. Such *Products* shall remain at the risk of the *Contractor* who shall be responsible for any loss, damage, theft, improper use, or destruction of the *Products* however caused. Where the *Owner* makes advance payments for *Products*, such payment shall not constitute acceptance of the *Products* by the *Owner*."

Add the following general conditions at the end of "GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT"

- 5.2.8 With the exception of the first application for payment, the *Contractor* shall submit a CCDC 9A 'Statutory Declaration' with every application for payment to state that all accounts for labour, subcontract, *Products*, *Construction Equipment*, and other indebtedness which may have been incurred by the *Contractor* in the performance of the *Work* and for which the *Owner* might in anyway be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute.
- 5.2.9 All invoices must identify both the project number and the contract number. All invoices must be billed according to the contract's Schedule of Values. All invoices must be emailed in PDF format to [constructionap@clvgroup.com](mailto:constructionap@clvgroup.com) or mailed in hardcopy format to CLV Group Inc., 485 Bank Street, Suite 200, Ottawa, ON K2P 1Z2 attention: Accounts Payable. *No other point of delivery for invoices will be recognized as received under this agreement*
- 5.2.10 The *Owner* shall be under absolutely no obligation to make any payment to the *Contractor* in the face of either a registered lien or a notice of lien until such lien is discharged.

Delete the following general conditions of "GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK"

- 5.5.3 Delete paragraph 5.5.3 in its entirety.

Amend the following general condition within "GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK"

- 5.6.2 In the third line of paragraph 5.6.2, delete "...the *Owner* shall pay the *Contractor* the holdback amount retained..." and replace with "...the *Owner* may, at its sole discretion, pay the *Contractor* the holdback amount retained..."

The *Owner* shall not be obligated to release any holdback for the *Work* of a *Subcontractor* or *Supplier* prior to *Substantial Performance of the Work* has been achieved as a whole unless specified in the *Contract Documents*.

Add the following general condition at the end of "GC 6 CHANGES IN THE WORK"

### 6.7 VALUATION OF CHANGES

#### 6.7.1 General Procedures

- 6.7.1.1 Changes in the *Work* ordered by the Consultant or *Contractor* in accordance with the General Conditions of the Stipulated Price Subcontract shall be valued in accordance with the General Conditions of the Stipulated Price Subcontract and as more fully specified herein.

- 6.7.1.2 The standard documentation for effecting changes in the *Work* shall be as follows:

- 6.7.1.2.1 Consultant's or *Contractor's* Notice of Change issued to the *Subcontractor* on standard form and accompanied by necessary Drawings, Schedule, Details and Specifications.

## Appendix A to the CCDC2 – 2008 Stipulated Price Contract

- 6.7.1.2.2 Subcontractor's Quotation submitted to the Consultant showing amount by which the Contract Sum shall be adjusted by way of increase or decrease if the change is ordered.
- 6.7.1.2.3 Consultant's or Contractor's Formal Change Order issued to the Subcontractor on Standard Form after Contractor's approval.
- 6.7.2 Valuation of Changes
- 6.7.2.1 Quotations submitted by the Subcontractor in response to Notice of Change shall be fully detailed and itemized to facilitate checking and processing by the Consultant. Quotations shall be submitted in triplicate and shall:
- 6.7.2.1.1 List Work proposed to be carried out by Subcontractor's Own Forces showing labour, material, plant and equipment charges together with quantities and unit rates in the assessment of such charges.
- 6.7.2.1.2 List Work proposed to be carried out by other Sub-Contractors or Trades showing the amount quoted by each Sub-Contractor as verified by the Subcontractor's quotation which shall show labour, material, plant and equipment charges together with quantities and unit rates upon which the quotation is based.
- 6.7.2.1.3 Quote material prices which shall be the net price paid by the Subcontractor after deduction of all trade discounts and the like other than reasonable discount for prompt payment.
- 6.7.2.2 The following maximum mark-ups for overhead and profit may be applied as appropriate to the net costs assessed as above where the effect of the proposed change is an increase in the Contract Sum. If the effect of the change is a decrease in the Contract Sum no mark-up shall be applied:
- 6.7.2.2.1 Work carried out by Subcontractor's Own Forces - 10%.
- 6.7.2.2.2 Work carried out by other Sub-Contractors or Trades:  
Other Sub-Contractors' or Trades' mark-up - 5%.  
Subcontractor's mark-up - 5%.
- 6.7.2.3 It shall be understood and agreed that the mark-ups specified above shall be deemed to provide for payment in full for all items that are considered to be site or head office overhead, profit, supervision, administration and labour on-cost.
- 6.7.3 The issuance of a *Change Order* shall be deemed to be formal acceptance by the *Contractor* of the *Subcontractor's* quotation. Following the issuance of a *Change Order* the *Contractor* will not entertain claims for extra payments due to errors alleged to have been made in the *Subcontractor's* Quotation.

Amend the following general condition within "GC 10.4 WORKERS' COMPENSATION"

- 10.4.1 Delete "...again with the *Contractor's* application for payment of the holdback following *Substantial Performance of the Work...*" and replace "...again with each of the *Contractor's* applications for payment, including payment of the holdbacks,..."

The parties hereto have reviewed and authorize all amendments made to this Agreement by the hands of their duly authorized representatives.

### Contractor:

Holt Restoration Ltd.

Company



Signature

Savas Parlak - Owner

Name and title of person signing

August 17, 2022

Date

### Owner:

InterRent Holdings Manager Limited Partnership by its general partner InterRent Holdings Manager GP ULC

Company



Signature

Brad Cutsey, President and CEO

Name and title of person signing

Aug 18/22

Date



## HOLT RESTORATION LTD

415 OAKDALE RD, UNIT 214,  
NORTH YORK, ON, M3N 1W7

TEL: 416-560-3112

OFFICE: 416-843-1252

info@holtrestoration.ca

To: CLV Group

Date: June 7, 2022

**Project:** Stairs Canopy – 165 Ontario St, St Catharines, ON

Holt Restoration Ltd takes great pleasure in submitting this quotation for the Canopy Project. Our proposal is based on the design package.

### Scope Of Work:

- Build an enclosed canopy with concrete blocks over the stairs
- Build a steel rooftop on top of the new walls
- Install 4 new windows (2 windows on each side)
- Supply and apply Stucco to the new walls
- Paint ceiling and stair walls white color
- Supply and apply Hydraulic Parging to the inside corridor wall
- Supply and apply epoxy floor finish on the stairs and landing
- Any equipment and lift to complete the project are included

### Quotation does not include:

- Engineering drawings, permit, HVAC, electrical and mechanical work, plumbing
- Site office, winter conditions, heating, tarping
- Any louver, interior work, millwork, drywall

<b>Total Price:</b>
---------------------

<b>\$94,600.00+HST</b>
------------------------

Yours truly,

Savas Parlak

President

## HOLT RESTORATION LTD

415 OAKDALE RD. #214, NORTH YORK, ON, M3N 1W7. Tel: 416-560-3112

[www.holtrestoration.ca](http://www.holtrestoration.ca) [info@holtrestoration.ca](mailto:info@holtrestoration.ca)



Infrastructure Health  
& Safety Association

# Tab 5

April 10, 2025

To whom it may concern:

Re: Intercom System and Security Cameras and Access Control System

165 Ontario Street, St. Catharines, ON

I am the Chief Information Officer for InterRent REIT, the company that owns and manages 165 Ontario street, St. Catharines, ON.

The intercom for the Building was replaced in 2023 because the system was a largely obsolete phone line intercom, which did not have IP capabilities and the ability to manage it in a secure and efficient manner. The new system allows us to restrict access to the building remotely enhancing the security and safety of our residents.

The new Intercom System is manufactured and designed to meet modern standards. The new system has full internet protocol ("IP") capability and is integrated into InterRent's enterprise resource planning ("ERP") software to allow for automation and integration with other systems in the Building.

Security cameras for the Building were replaced in 2022 to increase security for residents and their belongings. Prior to this installation, most of the security cameras were failing and no longer functioning. Additional security cameras were also installed, and these digital cameras now allow us to access any required video footage. This was especially important when one of our staff was recent physically assaulted by a resident and we were able to retrieve the required footage for the police.

Regards,



Will Chan

Chief Information Officer