**CONTRACT re. CONCRETE & BRICK STAIRCASE REPAIR**

This document constitutes a **CONSTRUCTION CONTRACT**

between **the** **Owner**:

**METRO TORONTO CONDOMINIUM CORPORATION NO. 902**

and **the** **Contractor**:

# METRIX DEVELOPMENT GROUP LTD.

with respect to **the repair to the concrete and brick staircases** as detailed in the attached **General Instructions** and **Scope of Work**. All these documents form part of this agreement.

The site of the work is the townhouse complexes located at #1, 3, 5, 7, 9, 11 3525 Yonge Street and #2, 4, 6, 10 Cole Millway in Toronto.

1. **PRICE and PAYMENT**
2. The Contractor agrees to provide all the labour, materials, equipment and tools necessary for the completion of the work as detailed in the scope of work, drawing, and specifications, for the sum of **$5,250** plus HST.

(b) The payment for the Work will be paid as follows:

* 1 lump sum within 1 week following the work completion date subject to complete satisfaction by the Corporation

(c) The Contractor may apply for progress payments during the course of the Work based on the percentage of completion. The Owner shall review the application and, if approved, make payment to the Contractor within 5 working days.

**2. WORK SCHEDULE AND HOURS OF WORK**

1. Work shall begin **no later than November 23, 2009**, and shall be completed **no later than December 11, 2009** (3 weeks after work commencement).
2. Hours of work shall be between 8:00 AM and 5:00 PM, Mondays to Fridays, and Saturdays if necessary, and/or any other times based on mutual agreement.

**3. HEALTH & SAFETY**, **WORKERS’ COMPENSATION INSURANCE**

(a) The Contractor shall be responsible for the safety of all help employed by it on this project.

(b) The Contractor shall maintain Worker's Compensation coverage on all help employed by it on this project and shall ensure that Worker's Compensation is maintained on all help employed by it or sub Contractors engaged by the Contractor for the purposes of this project.

(c) The Contractor shall furnish evidence of compliance with the requirements of the Worker's Compensation Act.

**4. SUPPLIES & EQUIPMENT**

(a) The Contractor shall ensure that all supplies and materials intended for use in this project are fit and suitable for the purposes for which they are required.

(b) The Contractor shall be fully responsible for the safety, security and integrity of all materials, supplies, tools and equipment stored on site.

(c) The Contractor shall make good at its own expense all damage to the Owner's property resulting from the storage of any materials, supplies, tools and equipment on site.

**5. PROTECTION OF WORK & PROPERTY**

(a) The Contractor shall be responsible for the continuous and adequate protection of its work during the course of this project.

(b) The Contractor shall be responsible for the protection of the Owner's property and residents of the co-op’s property, and any adjacent property from damage arising in any way from the performance of this contract.

(c) The Contractor shall at all times keep the site clean and safe by daily removal and disposal of construction waste and debris, and at the completion of the work shall restore it to its original state of cleanliness.

(d) The Contractor shall provide and install caution tape around the area of the work following the repair.

**6. CHANGES** **TO THE WORK**

(a) The **Property Manager** may make change orders to the work in writing, and through negotiation with the Contractor, make changes to the contract price, without invalidating the Contract.

(b) If, during the course of the Work, unforeseen problems or conditions arise which require a change in the Work, the Contractor must bring these in writing to the Owner. The Owner and the Contractor will decide together whether the change in Work lies outside the original scope of the Work and the Price agreed.

**7. SUBCONTRACTORS**

(a) The Contractor shall receive approval from the Property Manager before sub-contracting the work described in this contract, and shall be fully responsible to the Owner for the acts and omissions of its subcontractors and of all persons directly or indirectly employed by them.

**8. CONTRACTOR'S WARRANTY**

(a) Upon receipt of written notice from the Owner the Contractor shall remedy any defects due to faulty materials or workmanship which appear within a period of three (3) years from the date of the Satisfactory Completion of the Work.

(b) This warranty shall not be deemed to limit or replace the manufacturers' warranties as may be applicable.

**9. CONTRACTOR'S LIABILITY INSURANCE**

(a) The Contractor shall indemnify and save harmless the Owner from all claims or costs which the Owner may suffer as a result of the work of Contractor, its employees, agents or sub-contractors in the performance of, or the failure to perform, the services required by this contract.

(b) The Contractor shall maintain at least $1,000,000 liability insurance and make available, at the request of the Owner, a copy of its Liability Insurance Policy.

**10. RIGHT TO TERMINATE CONTRACT**

(a) In the event of termination the Contractor acknowledges the right of the Owner to complete the work in accordance with the scope of work, drawings, and specifications, and to deduct the cost from any payment due to the Contractor.

(b) Should there be a dispute whether cause exists for the termination of this contract by the Owner, or whether there are any monies owing by the Owner to the Contractor, or by the Contractor to the Owner pursuant to the terms of this contract, such disputes shall be resolved by arbitration in accordance with Article 11.

(c) If the work should be stopped under an order of any court or public authority through no act or fault of the Contractor, or of any person employed by it, then the Contractor may, upon five (5) days written notice to the Owner, stop work and/or terminate this contract and recover from the Owner payment for all work executed and any loss sustained upon the plant or material with reasonable profit and damages.

**11. ARBITRATION**

(a) In the event of any dispute arising between the Owner and the Contractor as to their respective rights and obligations under this Contract, either party hereto shall be entitled to arbitration of the dispute by giving a written notice one to the other.

(b) Within fifteen (15) days after the giving of notice to arbitrate, the Owner and the Contractor shall select a mutually acceptable Arbitrator who shall be charged with the resolution of the dispute.

(c) In the event that the parties fail to agree upon an Arbitrator, either party, upon notice one to the other, may apply to a Judge of the Ontario Court who shall have jurisdiction to select an Arbitrator.

(d) The decision of the Arbitrator shall be binding.

(e) The cost of the arbitration shall be borne equally by the parties to the dispute unless decided otherwise by the Arbitrator.

(f) The Owner shall have the right to withhold payment of any balance allegedly owing to the Contractor until all disputes have been resolved in accordance with the terms of this contract.

OWNER \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *Name:*

 *Title:*

CONTRACTOR \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *Name:*

 *Title:*

1 General instructions

1.1 The Contractor is to provide complete brick and concrete repair to the staircases of #2-10 Cole Millway (with the exception of #8 Cole Millway) and #1-11 3525 Yonge Street, Toronto. The work will include the replacement of all loose and deteriorated concrete and brick.

* 1. The Contractor will resurface steps with a coating to match the existing on #8 Cole Millway to all staircases on Cole Millway.
	2. The Contractor will commence the work at #2 Cole Millway, and maintain communication with Management to ensure the job is carried out to the complete satisfaction of both Management

 and the Corporation.

Material Delivery, Storage & Handling

1.4 Deliver materials to job-site in new, dry, unopened, and well-marked containers showing product and manufacturer's name. Deliver materials in sufficient quantity to allow continuity of work.

1.5 Store materials in dry area protected from weather condition. Storage of materials inside the facility and/or at areas of the grounds is permitted only where designated.

Site Condition

1.6 Contractor shall be responsible to police his men to ensure all areas where his men are working is kept clean, neat, and orderly. At conclusion of job, an inspection will be done to satisfy the Management all areas of the building and grounds are in their original condition.

Environmental Requirements

1.7 Do not work in rain, or in presence of water. Do not apply concrete or brick materials if rain is imminent within 4 hours of application.

Safety Requirements

* 1. All application, material handling, and associated equipment shall conform to and be operated in conformance with WSIB and WHMIS safety requirements. The Contractor must comply with City of Toronto fire and safety requirements. The Contractor must notify the Management whenever work is expected to be hazardous to residents and/or employees and/or operations. 2

Scope of work

Materials

2.1 The materials to be used are:

a. Bricks – material and color to match existing

b. Mortar – to meet brick manufacturer’s requirements

Application Instructions

* 1. Brick repairs:
1. Thoroughly remove all deteriorated bricks and mortars with hand and/or power tools.
2. Thoroughly clean areas to be bricked or mortared with brush or blower to remove all remaining dirt and dust that can affect bonding and performance of materials.
3. Thoroughly prepare the surfaces per manufacturer’s specifications.
4. Install bricks and mortar, and tool to a smooth bump free surface.
	1. Concrete repairs:
5. Thoroughly remove all deteriorated concrete with hand and/or power tools.
6. Thoroughly clean areas to be re-surfaced with brush or blower to remove all remaining dirt and dust that can affect bonding and performance of materials.
7. Thoroughly prepare the surfaces per manufacturer’s specifications.
8. Apply new concrete surface, and tool to a smooth bump free surface.