

11.2.2 If the *Contract Documents* require surety bonds to be provided, such bonds shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the province or territory of the *Place of the Work* and shall be maintained in good standing until the fulfillment of the *Contract*. The form of such bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

GC 12.1 INDEMNIFICATION

12.1.1 Without restricting the parties' obligation to indemnify as described in paragraphs 12.1.4 and 12.1.5, the *Owner* and the *Contractor* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this *Contract*, provided such claims are:

.1 caused by:

(1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or

(2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and

.2 made by *Notice in Writing* within a period of 6 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work* issued pursuant to paragraph 5.4.2.2 of GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of the Work*.

The parties expressly waive the right to indemnity for claims other than those provided for in this *Contract*.

12.1.2 The obligation of either party to indemnify as set forth in paragraph 12.1.1 shall be limited as follows:

.1 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the general liability insurance limit for one occurrence as referred to in CCDC 41 in effect at the time of bid closing.

.2 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 – CONTRACT PRICE or \$2,000,000, but in no event shall the sum be greater than \$20,000,000.

.3 In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 12.1.2.1 and 12.1.2.2 shall apply.

12.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 12.1.1 and 12.1.2 shall be inclusive of interest and all legal costs.

12.1.4 The *Owner* and the *Contractor* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

12.1.5 The *Owner* shall indemnify and hold harmless the *Contractor* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:

.1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and

.2 arising out of the *Contractor's* performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.

12.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Contractor*:

.1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based became known;

.2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

GC 12.2 WAIVER OF CLAIMS

- 12.2.1 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Contractor* waives and releases the *Owner* from all claims which the *Contractor* has or reasonably ought to have knowledge of that could be advanced by the *Contractor* against the *Owner* arising from the *Contractor's* involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
 - .2 indemnification for claims advanced against the *Contractor* by third parties for which a right of indemnification may be asserted by the *Contractor* against the *Owner* pursuant to the provisions of this *Contract*;
 - .3 claims for which a right of indemnity could be asserted by the *Contractor* pursuant to the provisions of paragraphs 12.1.4 or 12.1.5 of GC 12.1 – INDEMNIFICATION; and
 - .4 claims resulting from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.2 The *Contractor* waives and releases the *Owner* from all claims referenced in paragraph 12.2.1.4 except for those referred in paragraphs 12.2.1.2 and 12.2.1.3 and claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.2.3 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Owner* waives and releases the *Contractor* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Contractor* arising from the *Owner's* involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
 - .2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Contractor* pursuant to the provisions of this *Contract*;
 - .3 claims for which a right of indemnity could be asserted by the *Owner* against the *Contractor* pursuant to the provisions of paragraph 12.1.4 of GC 12.1 - INDEMNIFICATION;
 - .4 damages arising from the *Contractor's* actions which result in substantial defects or deficiencies in the *Work*. “Substantial defects or deficiencies” mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;
 - .5 claims arising pursuant to GC 12.3 - WARRANTY; and
 - .6 claims arising from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.4 The *Owner* waives and releases the *Contractor* from all claims referred to in paragraph 12.2.3.4 except claims for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* within a period of six years from the date of *Substantial Performance of the Work* should any limitation statute of the Province or Territory of the *Place of the Work* permit such agreement. If the applicable limitation statute does not permit such agreement, within such shorter period as may be prescribed by:
- .1 any limitation statute of the Province or Territory of the *Place of the Work*; or
 - .2 if the *Place of the Work* is the Province of Quebec, then Article 2118 of the Civil Code of Quebec.
- 12.2.5 The *Owner* waives and releases the *Contractor* from all claims referenced in paragraph 12.2.3.6 except for those referred in paragraph 12.2.3.2, 12.2.3.3 and those arising under GC 12.3 – WARRANTY and claims for which *Notice in Writing* has been received by the *Contractor* from the *Owner* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.2.6 “*Notice in Writing* of claim” as provided for in GC 12.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 12.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:
- .1 a clear and unequivocal statement of the intention to claim;
 - .2 a statement as to the nature of the claim and the grounds upon which the claim is based; and
 - .3 a statement of the estimated quantum of the claim.
- 12.2.7 The party giving “*Notice in Writing* of claim” as provided for in GC 12.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.

- 12.2.8 Where the event or series of events giving rise to a claim made under paragraphs 12.2.1 or 12.2.3 has a continuing effect, the detailed account submitted under paragraph 12.2.7 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 12.2.9 If a *Notice in Writing* of claim pursuant to paragraph 12.2.1.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.3.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.
- 12.2.10 If a *Notice in Writing* of claim pursuant to paragraph 12.2.3.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.1.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.

GC 12.3 WARRANTY

- 12.3.1 Except for extended warranties as described in paragraph 12.3.6, the warranty period under the *Contract* is one year from the date of *Substantial Performance of the Work*.
- 12.3.2 The *Contractor* shall be responsible for the proper performance of the *Work* to the extent that the design and *Contract Documents* permit such performance.
- 12.3.3 The *Owner*, through the *Consultant*, shall promptly give the *Contractor Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.
- 12.3.4 Subject to paragraph 12.3.2, the *Contractor* shall correct promptly, at the *Contractor's* expense, defects or deficiencies in the *Work* which appear prior to and during the one year warranty period.
- 12.3.5 The *Contractor* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.
- 12.3.6 Any extended warranties required beyond the one year warranty period as described in paragraph 12.3.1, shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Contractor's* responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.

CCDC 41
CCDC INSURANCE REQUIREMENTS

PUBLICATION DATE: JANUARY 21, 2008

1. General liability insurance shall be with limits of not less than \$5,000,000 per occurrence, an aggregate limit of not less than \$5,000,000 within any policy year with respect to completed operations, and a deductible not exceeding \$5,000. The insurance coverage shall not be less than the insurance provided by IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320. To achieve the desired limit, umbrella or excess liability insurance may be used. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
2. Automobile liability insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the *Contractor*. Where the policy has been issued pursuant to a government-operated automobile insurance system, the *Contractor* shall provide the *Owner* with confirmation of automobile insurance coverage for all automobiles registered in the name of the *Contractor*.
3. Aircraft and watercraft liability insurance with respect to owned or non-owned aircraft and watercraft (if used directly or indirectly in the performance of the *Work*), including use of additional premises, shall have limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof and limits of not less than \$5,000,000 for aircraft passenger hazard. Such insurance shall be in a form acceptable to the *Owner*.
4. "Broad form" property insurance shall have limits of not less than the sum of 1.1 times *Contract Price* and the full value, as stated in the *Contract*, of *Products* and design services that are specified to be provided by the *Owner* for incorporation into the *Work*, with a deductible not exceeding \$5,000. The insurance coverage shall not be less than the insurance provided by IBC Forms 4042 and 4047 (excluding flood and earthquake) or their equivalent replacement. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
5. Boiler and machinery insurance shall have limits of not less than the replacement value of the permanent or temporary boilers and pressure vessels, and other insurable objects forming part of the *Work*. The insurance coverage shall not be less than the insurance provided by a comprehensive boiler and machinery policy.
6. "Broad form" contractors' equipment insurance coverage covering *Construction Equipment* used by the *Contractor* for the performance of the *Work*, shall be in a form acceptable to the *Owner* and shall not allow subrogation claims by the insurer against the *Owner*. Subject to satisfactory proof of financial capability by the *Contractor* for self-insurance, the *Owner* may agree to waive the equipment insurance requirement.
7. Standard Exclusions
 - 7.1 In addition to the broad form property exclusions identified in IBC forms 4042(1995), and 4047(2000), the *Contractor* is not required to provide the following insurance coverage:
 - Asbestos
 - Cyber Risk
 - Mould
 - Terrorism

Appendix A to the CCDC2 – 2008 Stipulated Price Contract

Project Information	
Title	Hallways and Stairwells
Address	8740 Cartier Street
City, Prov., PC	Vancouver, BC, V6P 4V2
Country	Canada

Contract Information	
Contract #	bcjv0111_05
Issue Date	April 14th, 2023
Holdback Percentage (%)	
Work 10 %	Stored Mat'I 10%

Owner	
Contact Company	Mercedes Delgado / Jeff Gordon Vancouver No. 1 Partnership Manager by InterRent Holdings Manager Limited Partnership
Address	485 Bank Street, Suite 200
City, Prov., PC	Ottawa, Ontario, K2P 1Z2
Country	Canada
Phone	613-722-6004
Fax	613-728-2978

Contractor	
Contact Company	Evgueni Oskolkov Catalytic Contracting Inc
Address	729 52 Street
City, Prov., PC	Delta, BC, V4M 2V8
Country	Canada
Phone	(778) 895 1489
Email	eoskolkov@catalyticcontracting.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.	Hallways and stairwells renovations for second and third floor	\$74,305.00
2.	N/A	\$0
3.	N/A	\$0
4.	N/A	\$0
Subtotal =		\$74,305.00
Tax =		\$3,715.25
Total =		\$78,020.25

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:

Catalytic Contracting Inc.

Company


Evgueni Oskolkov (Apr 17, 2023 08:51 PDT)

Signature

Evgueni Oskolkov

Name and title of person signing

April 17, 2023

Date

Owner:

Vancouver No. 1 Partnership Manager by InterRent Holdings Manager Limited Partnership

Company


Brad Cutsey (Apr 17, 2023 18:37 EDT)

Signature

Brad Cutsey, President and CEO

Name and title of person signing

April 17, 2023

Date



Catalytic Contracting Inc.

729 52ST

Delta BC V4M2Y8

Phone: 7788951489

WORK ESTIMATE

ESTIMATE #	DATE
2320	2023-03-17

TO

Aaron Leung
 CLV Group
 1270 Nicola Street
 Vancouver BC V6G 2E9
 604.379.4706

PROJECT

Cartier 8740 - 2nd and 3rd floor Hallways & Stairwells

NOTES

See appendix A for notes

ITEMIZED COSTS	QTY	UNIT PRICE	AMOUNT
			-
<u>2nd and 3rd floor Hallways</u>			
<u>General conditions</u>			
Management,safety & supervision			2,500.00
Waste disposal			1,500.00
Material delivery			800.00
Post Construction clean			800.00
<u>Demolition</u>			
Clean demolition			2,500.00
<u>Flooring</u>			
Carpet inc. unit door transitions			21,335.00
Carpet base with snap cap			1,800.00
Floor prep allowance			2,000.00
<u>Paint</u>			
2nd and 3rd hallways ceilings and walls			7,800.00
<u>Door hardware</u>			
Supply and install 10 corner guards			600.00
Supply and install 4 door stoppers			90.00
Supply and install 2 silver door guards			150.00

Stairwell

Demolition

Clean demolition		3,000.00
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Flooring

Carpet inc. stairs, landings & fire exit		15,840.00
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Carpet base with snap cap		950.00
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Floor prep allowance		2,500.00
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Paint

Ceilings and walls:		6,240.00
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Handrails:		3,900.00
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	Total (Not inc. tax)	\$ 74,305.00
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Thank you for your business!

_____ Note: This estimate is not a contract or a bill. It is our best guess at the total price to complete the work stated above, based upon our initial inspection, but may be subject to change. If prices change or additional parts and labor are required, we will inform you prior to proceeding with the work.

To schedule a time for us to complete the work, or if you have any questions, please contact [Evgueni Oskolkov, 778-895-1489, eoskolkov@catalyticcontracting.com]

CSIO CERTIFICATE OF INSURANCE

DATE & TIME:
10/20/2022 12:31 PM

BROKER
Reliance Insurance Agencies Ltd.
4853 Hastings Street
Burnaby, BC V5C 2L1
(T)604-255-4616 (F)604-255-1117 (TF)1-877-354-2623

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

COMPANIES AFFORDING COVERAGE

INSURED
Catalytic Contracting Inc.
729 52 ST
DELTA, BC V4M 2Y8

COMPANY A INTACT INSURANCE COMPANY
COMPANY B
COMPANY C

COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

CO LTR	Type of Insurance	Policy Number	Policy Effective Date (YYYY/MM/DD)	Policy Expiration Date (YYYY/MM/DD)	LIMITS	
A	GENERAL LIABILITY	501545520	2022-09-20	2023-09-20	EACH OCCURRENCE	\$5,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				GENERAL AGGREGATE	N/A
	<input type="checkbox"/> CLAIMS MADE				PRODUCTS & COMPLETED OPERATIONS, AGGREGATE	\$5,000,000
	<input checked="" type="checkbox"/> OCCURRENCE				PERSONAL INJURY & ADVERTISING INJURY	\$5,000,000
	<input checked="" type="checkbox"/> TENANT'S LEGAL LIABILITY				TENANT'S LEGAL LIABILITY	\$500,000
	<input checked="" type="checkbox"/> NON-OWNED AUTOMOBILE LIABILITY				MEDICAL PAYMENTS (Any One Person)	\$50,000
	<input type="checkbox"/> HIRED				NON-OWNED AUTOMOBILE LIABILITY	\$5,000,000
	OTHER COVERAGES					

DESCRIPTION OF OPERATIONS / LOCATIONS / AUTOMOBILES / SPECIAL ITEMS

WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED ONLY. COMMERCIAL RENOVATIONS CONTRACTOR. ABOVE COVERAGE IS SUBJECT TO TERMS AND CONDITIONS, EXCLUSIONS AND LIMITATIONS OF THE ABOVE STATED POLICIES.

ADDITIONAL INSURED

A Vancouver No 1. Partnership and Interrent Holdings Manager Limited Partnership
200 – 485 Bank Street
Ottawa, ON K2P 1Z2

CERTIFICATE HOLDER

Vancouver No 1. Partnership and Interrent Holdings Manager Limited Partnership
200 – 485 Bank Street
Ottawa, ON K2P 1Z2

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail 30 days written notice, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

AUTHORIZED REPRESENTATIVE

Emily Nawar

EMILY NAWAR, ACCOUNT MANAGER
RELIANCE INSURANCE AGENCIES LTD.

This certificate supercedes and replaces any previously issued certificate.



WORKING TO MAKE A DIFFERENCE

Assessment Department Location

Mailing Address

PO Box 5350
Station Terminal
Vancouver BC V6B 5L5

6951 Westminster Highway
Richmond BC
V7C 1C6
www.worksafebc.com

Clearance Section

Telephone 604 244 6380
Toll Free within Canada
1 888 922 2768
Fax 604 244 6390

Catalytic Contracting Inc.
11678 Kingsbridge Drive
RICHMOND, V7A 4S1

March 21, 2021

Person/Business : CATALYTIC CONTRACTING INC
Account number : 070376

This letter provides clearance information for the purposes of Section 258 of the *Workers Compensation Act*.

We confirm that the above-referenced firm is active, in good standing, and has met WorkSafeBC's criteria for advance clearance. Accordingly, if the addressee on this letter is the prime contractor, the addressee will not be held liable for the amount of any assessment payable for work undertaken by the above-referenced firm to **April 01, 2021**.

This firm has had continuous coverage with us since September 24, 2018.

Employer Service Centre
Assessment Department

Clearance Reference # : C132241385
CLRAAA

For more information about Section 258 and clearance letters visit WorkSafeBC.com

Please refer to your account number in your correspondence or when contacting the Assessment Department.

To alter this document constitutes fraud.



March 17, 2023

Catalytic Contracting Inc.

729 52 St

Delta BC V4M 2Y8

Phone: 7788951489

Appendix A

Tender notes for InterRent REIT - 8740 Cartier, 8790 Cartier & 1373 W73rd Hallway and Stairwell upgrades

General:

1. Due to the uncertainty in the market with COVID-19 suppliers start dates and schedules may be affected by the changing supplier lead times, labour availability and government ordered or imposed shut downs if applicable.
2. Permits NIC
3. GST NIC
4. Bonding NIC
5. Contaminated Material Removal to items not noted in breakdown scope - NIC - TBD upon further testing
6. Security Guard Service - NIC
7. We have assumed we are able to use a vacant unit to stage materials, use as a washroom and office.
8. Hazmat Air Monitoring and Clearance - NIC
9. Work to be completed during regular working hours
10. Scope and schedule based on drawings but also Catalytic Contracting pricing breakdown scopes and submitted schedule.

Paint:

1. Doors and trims painted on the non-residence side only
2. Walls and ceilings to be painted in hallways and stairwells

Electrical:

1. 1373 W73rd only - Recessed lights to match 1st floor

Exclusions:

1. Abatement

Flooring

1. 1373 W73rd only - Tile spec to match 1st floor based on previous work
2. Tarkett 11129 Tandus Centiva 6' wide rolls, 42810 Space X cushion dryback with carpet base and snap cap. 4-5 week lead time based on supplier
3. Floor prep includes patch and securing loose floor boards/plywood and minor cement patch

Payment Terms:

1. 30% of contract price due prior to mobilization
2. 30% of contract price due after passed framing inspection
3. 30% of contract price due at substantial completion
4. 10% of contract price due at final completion
 - a. 10% lien holdback will be taken off each invoice and billed at substantial completion. Lien holdback payment is due 55 days after substantial completion Approved change orders will be included on invoices throughout the project and billed as change order work is completed