

VENDOR PO # 8501950

CCMS PO # 8501951

CCDC
4

CCDC 4

Unit Price Contract

2 0 1 1

Localized Balcony and Exterior Wall Repairs
at
12184, 12186, 12188, and 12190 224 Street,
Maple Ridge
British Columbia

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AGREEMENT BETWEEN OWNER AND CONTRACTOR
For use when unit prices are the primary basis of payment.

This Agreement made on the 16 day of March in the year 2021 .

by and between the parties

CAPREIT GP Inc. as General Partner for and on behalf of CAPREIT Limited Partnership

hereinafter called the *Owner*

and

The RESTORERS 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
Localized Balcony and Exterior Wall Repairs

located at

insert above the name of the Work

12184, 12186, 12188, and 12190 224 Street,
Maple Ridge
British Columbia

insert above the Place of the Work

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

McIntosh Perry Limited

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 15th day of April 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 22nd day of December in the year 2021 .

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 Unit Price Contract

*

1- Localized Balcony and Exterior Wall Repairs at 12184, 12186, 12188, and 12190 224 Street, Maple Ridge, British Columbia, prepared by McIntosh Perry Limited, dated January 2021, Project No. V1919264CM.

2- Bid proposal form submitted by The RESTORERS Group Inc., consisting of thirteen (13) pages, numbered 1 of 13 through to 13 of 13.

This work shall be carried out in 2021 and shall consist of items 1 through 19 inclusive, as detailed in McIntosh Perry Limited's Specification dated January 2021, The RESTORERS Group Inc.'s bid proposal form and in page 4(A) attached herein, titled "Schedule of Unit Rates".

Refer to page 4A.

* (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 *Schedule of Prices* forms the basis for determining the *Contract Price*. Quantities for *Unit Price* items in the *Schedule of Prices* are estimated.

Schedule of Prices					
Item No.	Description of Work	* Unit of Measure	* Estimated Quantity (EQ)	Unit Price (UP)	Amount (EQ x UP)
Page Subtotal Carried Forward from Page					\$
				\$	\$ 0.00
				\$	\$ 0.00
				\$	\$ 0.00
				\$	\$ 0.00
				\$	\$ 0.00
				\$	\$ 0.00
				\$	\$ 0.00
				\$	\$ 0.00
				\$	\$ 0.00
				\$	\$ 0.00
				\$	\$ 0.00
				\$	\$ 0.00
				\$	\$ 0.00
				\$	\$ 0.00
Page Sub-total					\$

* Lump sum items are denoted as lump sum (LS) as the unit of measure and have a quantity of one (1).

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Description				Rate	Price
Localized Repair of Balconies and Exterior Walls					
Balcony Areas					
1a	Carefully remove the existing balcony enclosure railing assembly across the entire width and side of each balcony area down to the balcony deck and wood post framing. Do not damage existing deck surfaces.	ln m	740	\$ 39 00	\$ 28,860 00
1b	Carefully remove the existing balcony enclosure railing assembly across the entire width and side of each balcony area down to the concrete deck. Do not damage existing concrete. This item includes removal of the embedded concrete baseplate and concrete patch repair.	ln m	300	\$ 37 00	\$ 11,100 00
2	Remove the existing balcony soffit assembly where required and instructed by the consultant, store for reinstatement, re-install following completion of balcony deck repairs.	sq m	450	\$ 115 00	\$ 51,750 00
3	Concrete major delamination repair on the top side of the balcony slabs, associated with rusted reinforcing steel, 20 mm minimum depth.	sq m	7	\$ 700 00	\$ 4,900 00
4	Repair deteriorated concrete forming exposed floor slab edges, including replacement of the concrete over the height of the slab to a maximum depth equal to 300mm, including the installation of shoring and formwork across the entire length of the balcony.	ln m	5	\$ 500 00	\$ 2,500 00
5	Through slab repair of the balcony slabs.	sq m	3	\$1,300 00	\$ 3,900 00
6	Remove the existing waterproofing membrane material on the top surface of the balcony decks where instructed by the consultant down to the underlying wood sheathing and framing. This work shall include the removal of all perimeter sealants and metal flashings that adjoin the exterior wall assemblies. Supply and install new waterproofing membrane over the balcony decks including all preparation of existing and newly installed sheathing, upturns and all sealants including cants.	sq m	755	\$ 175 00	\$ 132,125 00
7	Remove the existing sheathing board on the top surface of the balcony decks where instructed by the consultant down to the underlying wood framing. Replace sheathing board forming part of balcony decks where directed by the Consultant. New sheathing shall be marine grade plywood, no less than 5/8" in thickness.	sq m	350	\$ 155 00	\$ 54,250 00
8	Remove and replace the front header on the existing balcony railing assembly, a dual 2 x 10 header is required, the work shall include the supply and install of a new metal drip flashing over the edge of the balcony and shall include a finished section of hard board to provide a neat finish. This work includes balcony returns as required. This work shall include the cutting of the existing post to facilitate the header installation.	ln m	740	\$ 139 00	\$ 102,860 00
9	Remove and replace deteriorated wood post framing forming part of the balcony areas. This work assumes a (2x10) section post is to be restored and includes all fasteners and through bolts.	ln m	300	\$ 121 00	\$ 36,300 00
10	Remove and replace or apply sealant where missing at joints within the exterior wall assembly or within the balcony wall assembly where instructed by the Consultant.	ln m	750	\$ 26 00	\$ 19,500 00
11a	Install a new aluminum post and picket panel railing assembly across the balcony edges (wood decks) at each floor level including all fasteners and through bolt connections, following completion of the deck repairs detailed above where the existing balcony railing has been removed.	ln m	740	\$ 249 00	\$ 184,260 00
11b	Install a new aluminum post and picket panel railing assembly across the balcony edges (concrete deck) at each floor level including all fasteners and through bolt connections, following completion of the deck repairs detailed above where the existing balcony railing has been removed.	ln m	300	\$ 260 00	\$ 78,000 00
12	Carefully remove and replace balcony divider wall panels throughout all four buildings without damaging surrounding wall assemblies.	each	60	\$ 950 00	\$ 57,000 00
Exterior Walls					
13	Remove and replace deteriorated sealant or apply where missing as instructed by the Consultant.	ln m	600	\$ 23 00	\$ 13,800 00
14	Remove spalled and cracked brickwork where instructed by the consultant.	each	100	\$ 40 00	\$ 4,000 00
15	Rout out re-point deteriorated mortar joints.	ln m	250	\$ 45 00	\$ 11,250 00
16	Where exposed clean prime and paint exposed areas of shelf angles and lintels including supply and installation of new throughwall flashing membranes.	ln m	15	\$ 390 00	\$ 5,850 00
17	Cost associated with safely removing the asbestos contaminated materials from exterior walls and the balcony areas and the enclosure walls themselves and the lead contaminated siding at locations within the specification in order to carry out the repair work.	lump sum	N/A	N/A	\$ 15,000 00
18	Mobilization/Demobilization of personnel and equipment on site, (general mobilization of all four sites).	lump sum	N/A	N/A	\$ 54,000 00
a	Mobilization/Demobilization of personnel and equipment on site, (12184 -224 Street)	lump sum	N/A	N/A	\$ 70,000 00
b	Mobilization/Demobilization of personnel and equipment on site, (12186 -224 Street)	lump sum	N/A	N/A	\$ 70,000 00
c	Mobilization/Demobilization of personnel and equipment on site, (12188 -224 Street)	lump sum	N/A	N/A	\$ 90,000 00
d	Mobilization/Demobilization of personnel and equipment on site, (12190 -224 Street)	lump sum	N/A	N/A	\$ 70,000 00
19	Cost of a building permit if required by the local authority, excluding the soft costs associated with obtaining the permit.	cash allow	N/A	N/A	\$ 10,000 00
Sub Total					\$ 1,181,205 00
12% H.S.T.					\$ 141,744 60
Grand Total					\$ 1,322,949 60



Schedule of Prices

Item No.	Description of Work	* Unit of Measure	* Estimated Quantity (EQ)	Unit Price (UP)	Amount (EQ x UP)
Page Subtotal Carried Forward from Page					\$
				\$	\$ 0.00
				\$	\$ 0.00
				\$	\$ 0.00
				\$	\$ 0.00
				\$	\$ 0.00
				\$	\$ 0.00
				\$	\$ 0.00
				\$	\$ 0.00
				\$	\$ 0.00
				\$	\$ 0.00
				\$	\$ 0.00
				\$	\$ 0.00
				\$	\$ 0.00
				\$	\$ 0.00
Total Amount					\$

* Lump sum items are denoted as lump sum (LS) as the unit of measure and have a quantity of one (1).

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4.2 The estimated *Contract Price*, which is the total amount indicated in the *Schedule of Prices*, and which excludes *Value Added Taxes*, is:

One million, one hundred eighty one thousand, two hundred and five-----xx /100 dollars \$ 1,181,205.00

4.3 *Value Added Taxes* (of 12 %) payable by the *Owner* to the *Contractor*, based on the estimated *Contract Price*, are:

One hundred and forty one thousand, seven hundred and forty four-----60 /100 dollars \$ 141,744.60

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

One million, three hundred and twenty two, nine hundred and forty nine-----60 /100 dollars \$ 1,322,949.60

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

4.6 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 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 owner's lending institution

(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

CAPREIT GP Inc. as General Partner for and on behalf of CAPREIT Limited Partnership

*name of Owner**

11 Church Street, Suite 401, Toronto, Ontario M5E 1W1
Attn: Procurement Department

address

(416) 861-9209

Facsimile number

e-mail address

Contractor

The RESTORERS Group Inc.

*name of Contractor**

524 Sharpe Street
New Westminster, British Columbia, V3M 4R2

address

(905) 770-0603

Facsimile number

charlesd@restorersgroup.ca

e-mail address

Consultant

McIntosh Perry Limited

*name of Consultant**

6240 Hwy 7, Suite 200, Woodbridge, Ontario, L4H 4G3

address

(905) 695-0221

Facsimile number

e-mail 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

OWNER

CAPREIT GP Inc. as General Partner for and on behalf of CAPREIT Limited Partnership

name of owner

signature




signature

name of person signing

IVAN DILUCA SVP OPERATIONS.
name and title of person signing

signature



signature

name of person signing

Mark Kenney
President & CEO
name and title of person signing

WITNESS

CONTRACTOR

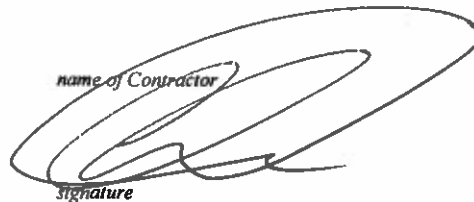
The RESTORERS Group Inc.

signature

Christine Doke - Office Manager

name of person signing

name of Contractor



signature

Charles Doke - Director

name and title of person signing

signature

name 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.

DEFINITIONS

The following Definitions shall apply to all *Contract Documents*.

Change Directive

A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing the *Contractor* to proceed with a change in the *Work* within the general scope of the *Contract Documents* prior to the *Owner* and the *Contractor* agreeing upon an adjustment in *Contract Price* and *Contract Time*.

Change Order

A *Change Order* is a written amendment to the *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Contractor* stating their agreement upon:

- a change in the *Work*;
- the method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
- the extent of the adjustment in the *Contract Time*, if any.

Construction Equipment

Construction Equipment means all machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the *Work* but is not incorporated into the *Work*.

Consultant

The *Consultant* is the person or entity engaged by the *Owner* and identified as such in the Agreement. The *Consultant* is the Architect, the Engineer or entity licensed to practise in the province or territory of the *Place of the Work*. The term *Consultant* means the *Consultant* or the *Consultant's* authorized representative.

Contract

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

Contract Documents

The *Contract Documents* consist of those documents listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS and amendments agreed upon between the parties.

Contract Price

The *Contract Price* is the sum of the products of each *Unit Price* stated in the *Schedule of Prices* multiplied by the appropriate actual quantity of each *Unit Price* item that is incorporated in or made necessary by the *Work*, plus lump sums, if any, and allowances, if any, stated in the *Schedule of Prices*.

Contract Time

The *Contract Time* is the time stipulated in paragraph 1.3 of Article A-1 of the Agreement - THE WORK from commencement of the *Work* to *Substantial Performance of the Work*.

Contractor

The *Contractor* is the person or entity identified as such in the Agreement. The term *Contractor* means the *Contractor* or the *Contractor's* authorized representative as designated to the *Owner* in writing.

Drawings

The *Drawings* are the graphic and pictorial portions of the *Contract Documents*, wherever located and whenever issued, showing the design, location and dimensions of the *Work*, generally including plans, elevations, sections, details, and diagrams.

Notice in Writing

A *Notice in Writing*, where identified in the *Contract Documents*, is a written communication between the parties or between them and the *Consultant* that is transmitted in accordance with the provisions of Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

Owner

The *Owner* is the person or entity identified as such in the Agreement. The term *Owner* means the *Owner* or the *Owner's* authorized agent or representative as designated to the *Contractor* in writing, but does not include the *Consultant*.

Place of the Work

The *Place of the Work* is the designated site or location of the *Work* identified in the *Contract Documents*.

Product

Product or Products means material, machinery, equipment, and fixtures forming the *Work*, but does not include *Construction Equipment*.