

## AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

This Agreement made on the 7<sup>th</sup> day of May,

In the year 2010.

By and between

**Legal Aid Ontario**  
**40 Dundas Street West, Suite 200**  
**Toronto, Ontario**  
**M5G 2C2**

Hereinafter called the "Owner"

And

**COREPLAN Construction Inc.**  
**7500 Hwy. 27, Unit 5**  
**Vaughn, Ontario**  
**L4H 0J2**

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 *Contractor Documents* for

**Legal Aid Ontario – Family Law Service Centre**

located at 20 Dundas Street West, Suite 201, Toronto, Ontario, M5G 2H1,

which have been signed by the parties, and for which

**ALO Interior Design**

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

1.2 do and fulfill everything indicated by this Agreement, and

1.3 commence the *Work* by the 7<sup>th</sup> day of May in the year 2010 and, subject to

adjustment in Control Time as provided for in the Contract Documents, attain Substantial

*Performance of the Work*, by the 26<sup>th</sup> day of May in the Year 2010.

## 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-2 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

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- Architectural Drawings including Demolition, ID-00 to ID-04 dated April 26, 2010
- Project Manual dated April 28, 2010
- Mechanical Drawings M1 dated March 17, 2010
- Electrical Drawings E1 & E2 dated March 23, 2010
- RFP Clarification # 1 email dated May 3, 2010

\*(insert here, attaching additional pages if required a list identifying all other Contract Documents e.g. Supplementary Conditions; Specifications, giving a list of contents with section numbers and titles, number of pages, and date; Drawings, giving drawings 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:

Thirty-seven thousand, seven hundred dollars  
and zero cents \$ 37,700.00 .

4.2 Value Added Taxes (of five 5%) payable by the Owner to the Contract are:

One thousand, eight hundred and eighty-five dollars  
And zero cents \$ 1,885.00 .

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

Thirty-nine thousand, five hundred and eighty-five dollars  
and zero cents \$ 39,585.00 .

4.4 All amounts are in Canadian funds.

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

## 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 legislations or regulations do not exist or apply, subject to a holdback of 10 percent (10 %) the Owner shall in Canadian funds
- .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 payment, 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 Prime +2 percent (Prime%) per annum above the bank rate on such unpaid amounts shall also become due and payable until payment. Such interest shall be compounded on a monthly basis. The bank rate shall be the rate established by the Bank of Canada as the minimum rate as which the Bank of Canada makes short term advances to the chartered banks.
  2. Interest shall apply at the rate and in the manner prescribed by paragraph 5.3.1 of this Article on the amount of any claim settled pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTIONS 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

- 6.1 Notices in writing between the parties or between them and the Consultant shall be considered to have been received by the addressee on the date of delivery if delivered to the individual, or to a member of the firm, or to an officer to the corporation for whom they are intended by hand or by registered post; or if sent by regular post, to have been delivered within 5 Working Days of the date of mailing when addressed as follows

The *Owner* at

**Dave Vanstone  
Legal Aid Ontario  
40 Dundas Street West, Suite 200  
Toronto, Ontario  
M5G 2C2**

The *Contractor* at

**Joe Chiappetta  
COREPLAN Construction Inc.  
7500 Hwy. 27, Unit 5  
Vaughn, Ontario  
L4H 0J2**

The *Consultant* at

**Amanda Ottogalli  
ALO Interior Design  
209 Bell-Air Drive  
Bolton, Ontario  
L7E 1Z9**

## 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 version, 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 presente convention est redigee en anglais, a la demande des parties.

## ARTICLE A- 8 SUCCESSION

- 8.1 The *Contract Documents* are to be read into and form part of this Agreement and the whole shall constitute the *Contract* between the parties, and subject to the law and provisions of the *Contract Documents* 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 and by the hands of their duty authorized representatives.

SIGNED AND DELIVERED

In the presence of:

OWNER

Legal Aid Ontario  
Name of owner

Authorized Signature or Initials

Signature  
**Micnelle Seguin**  
**Vice President and CAO**

Name and title of person signing

Authorized Signature or Initials

Signature

Dave Vauchoire Director Facilities & Leasing.  
Name and title of person signing

CONTRACTOR

COREPLAN CONSTRUCTION INC.  
Name of owner

Authorized Signature or Initials

Signature

JOE CHIAPPETTA - PRESIDENT  
Name and title of person signing

Signature

Name and title of person signing

- N.B. Where legal jurisdiction, local practice, or Owner or Contractor requirements 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.