

This **AGREEMENT made** this 4th day of November 2024.

BETWEEN

DCR Phoenix Development Corporation Limited
(O/A PHOENIX HOMES)
(Hereinafter called the “Owner”

AND

Stone Design Concepts Inc.
2878 Sheffield Rd,
Ottawa, ON K1B 1A4
(Hereinafter called the “Contractor”) of

Whereas the Owner and the Supplier have agreed that the supplier will supply and install all the Hardwood/LVT in compliance with Trade Specifications attached, in the Owner's project located at 489/495 Duvernay Dr beginning on the date of this agreement and ending **June 30th, 2025.**


And whereas the Owner and the Supplier have agreed that the supplier shall invoice by the 30th day of the month for materials delivered during each month and the Owner shall pay by the 30th day of the following month.

And whereas the Owner and the Supplier have agreed that this Agreement shall constitute a contract between the two parties and it shall endure to the benefit of and be binding upon them and their respective heir, executors, administrators, successors and assignees.

And whereas the Owner and the Supplier have agreed the amounts to be paid shall be as per schedule S-1 attached.

Now Therefore the Owner and the Supplier herein agree to the full performance of the awards herein contained. In WITNESS WHERE OF the parties thereto have executed this agreement the day of the year first mentioned above.

SIGNED, SEALED AND DELIVERED
In the presence of

DocuSigned by:

FD14680C945647E...
PHOENIX HOMES – OWNER

Signed by:

22E7E02C9C9345E...
Supplier – Stone Design Concepts Inc.

11/6/2024 | 10:11 AM EST

Date

11/5/2024 | 8:50 AM EST

Date

SCHEDULE “A”

1. The Owner agrees to pay the Contractor for the work completed, in accordance with the following payment Schedule:
- 489 Duvernay \$ 6850.00

• 495 Duvernay \$ 6850.00

*Includes all extras and upgrades as per the colour sheet and construction summary already issued
Does not include HST*

2. The Owner agrees to pay the Contractor in current funds upon presentation of invoice to **DCR PHOENIX DEVELOPMENT CORPORATION LIMITED** supported by site-signed "completion slip" in accordance with the following time schedule: - all completed works approved by the Site Superintendent by the 30th of each month are payable by the 30th or 31st of the following month.
3. The Contractor agrees that the following deductions may be made, where applicable, from the amounts payable: -

(a) The entire costs incurred by the Owner plus administrative charges in charge backs from the Owner or another trade for rectification of any work which has been damaged or defaced by the Contractor’s forces, or for additional work in making good the Contractor’s work as required to satisfactorily receive the work of the Owner or another trade.

(b) The entire costs incurred by the Owner plus administrative charges in employing other forces to rectify deficiencies or defects in the work of the Contractor where the Contractor has not corrected such defects during the 48-hour period following notification of such defects.

(c) The entire costs incurred by the Owner plus administrative charge resulting from the Contractor’s failure to comply with any other term of this Agreement including the “General Conditions to Contract”.

NOTE: All deductions will carry an administrative charge of 10% of the original amount to a maximum of \$100.00.

4. The Owner reserves the right to pay any outstanding past due obligations of the Contractor to suppliers arising from work performed on the Owner's job, by cheques made payable jointly to the Contractor and the vendor or subcontractor or employee involved. Any such payments shall apply as a payment to the Contractor.
5. The Contractor agrees to immediately vacate and discharge at its expense any lien registered against the property in connection with the work to be performed under this Agreement. A holdback of 10% of the Contract Price (withheld on each progress payment) shall be held in accordance with the *Construction Lien Act for 2 months*. Subject to no construction liens having been registered against the property, the holdback shall be released and paid to the Contractor on following substantial completion of the Contractor’s work. Should any construction liens have been registered against the property, the holdback will be increased to the full amount of all liens registered plus 25% and held in escrow pending discharge of any outstanding liens registered against the property.

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SCHEDULE ‘B’

CONTRACT SPECIFICATIONS For
Hardwood & Laminate Flooring

The Contractor shall supply and install Twelve Oaks flooring as per the Colour sheet and Working Drawings.

Contractor has visited the site, reviewed the project drawings and is aware of site constraints relating to completion of these works. The project drawings show extent of various building materials and locations. Schedule B details the scope of the works to be completed by the Contractor. If there is any conflict in the contract documents, the order of priority shall be contract, specifications, drawings, then other written documents. Furthermore, the following conflict rules shall apply:

- specifications shall prevail over general conditions;
- supplementary conditions shall prevail over general conditions;
- figured dimensions shall prevail over scaled dimensions on the same drawing
- larger scale drawings shall prevail over smaller scale drawings of the same date.

The Contractor shall ensure that he has a competent supervisor and his best workers on site at all times to ensure all the materials required are supplied and they are properly incorporated into the building by his workers in a timely manner.

The Contractor shall supply and install hardwood. The Contractor will inspect all floors and advise if there are any concerns with it not being suitable for the intended floor finish - prior to installing the finished flooring. Failure to do so will absolve the Owner from any costs incurred by having to remove and re-install laminate and hardwood flooring.

The Contractor agrees to adhere to the work schedule as set out by the project site supervisor.

The Contractor shall ensure that the Manufacturer’s installation procedures are followed, and that methods, material and installation comply with the current Ontario Building Code.

The Contractor shall provide, to the Owner, a full warranty equal to the Owner’s obligations under Tarion Warranty Program.

Contractor to sand and screw all subfloors and identify any concerns with Site Superintendent. Contractor to clean, scrape and remove all drywall mud, glue, framing nails etc prior to finished flooring install.

Contractor to clean an area approved by finish foreman and store all excess flooring materials such as open boxes of hardwood and LVT.

Contractor shall protect all materials to avoid damage by their install. All repairs deemed to be as a result of the install will be at the Contractors expense.

The Contractor shall remove all excess materials and debris etc., from the units to an area as directed by the Site Superintendent. **Failure of the Contractor to remove his debris shall cause the Owner to back charge to the contractor all costs associated with the cleanup.**

The Contractor shall confirm all colours and products with the Site Superintendent prior to installation.

Contractor to complete materials installations as per Manufacturer installation instructions.

All ceramic tile work is to conform to the current Ontario Building Code and City of Ottawa requirements.

The Contractor shall ensure that the Phoenix Design Centre samples of hardwood and LVT are current and available for completion of the project.

The Contractor shall provide, to the Owner, a full warranty equal to the Owner’s obligations under Tarion Warranty Program.

The Contractor shall remove all excess materials and debris etc., from homes to an area as directed by the Site Superintendent. **Failure of the Contractor to remove his debris shall cause the Owner to back charge to the contractor all costs associated with the cleanup.**

The Contractor shall confirm all colours and products with the Site Superintendent prior to installation.

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The Contractor shall maintain a Two Million Dollar insurance policy jointly named while on the Owner’s site.

The Contractor shall insure that all his employees and/or agents comply with the Owner’s Safety Policy and Worker’s Compensation regulations while working on the Owner’s sites.

The Contractor shall provide to the Owner, a WSIB certificate of clearance from Worker’s Compensation, confirmation of the legal name for the Contractors’ company, HST number for the company and proof of insurance for the Contractors’ company and the attached registration of Contractors form – all to be provided prior to start of any work on site.

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GENERAL CONDITIONS TO CONTRACT

1. It is understood and agreed that the Contractor shall be prepared to use products or materials of specified manufacturers or suppliers as directed by the Owner, provided that the Contractor incurs no extra costs.
2. The Owner reserves the right at any time and from time to time to conduct such tests and inspections as may be necessary to ensure compliance with the terms of this agreement. Should such tests confirm that the material is acceptable under the terms and conditions of this agreement, the costs of such testing shall be borne by the Owner. If, however, the tests indicate that the material supplied by the Contractor does not meet the specifications as set out under this agreement, then all costs for testing as well as for any necessary ratification and replacement of the deficient material, along with appropriate overhead charges, shall be borne by the Contractor. To ensure the performance by the Contractor of their obligations under this clause, such sum, or sums of money, which in the opinion of the Owner, are sufficient to ensure the completion of such obligations, may be held back from payments due to the Contractor by the Owner under the terms of this agreement.
3. The Contractor or their representative will, prior to beginning work on any stage of this contract, visit the Site Office and check the specifications pertaining to their work on that stage to ascertain if there are any "changes" or "extras" that will affect their work. If they fail to do this, or if they overlook any item on the specification that affects their work, it will be their responsibility to rectify their work and to bear the cost of rectification resulting from their oversight.
4. Where the Site Superintendent requests or site conditions demand an "extra to contract" other than those listed on specifications in the Site Office, it is the responsibility of the Contractor or their representative to obtain from the Site Office a "Change Order" authorizing the work. Failure to obtain a "Change Order" by the Contractor will result in a forfeiture of their right to collect for this extra work.
5. The Contractor shall be fully responsible for all work done by them, and shall perform the same in a good and skillful manner. Before commencing work, the Contractor shall examine the work of other trades and the site conditions and report at once any defect or interference affecting the work of their trade or the guarantee of it. It shall be presumed that the basic work done by prior Contractors and sub-Contractors or other trades was performed in good condition and suitable to receive the Contractor's work unless the Contractor notifies the Owner, in writing, prior to the commencement of their work of any basic defects by prior trades.
6. The Contractor shall protect all finished and unfinished work of their own and other Contractors from damage due to the carrying out of their work and shall be fully responsible for the repair of any damage resulting from negligence in carrying out the work of their trade.
7. The Contractor will immediately, upon the completion of their work, remove all excess material and rubbish from the building and will deposit it in a location specified by the Site Superintendent. If, within 48 hours of the completion of all or a separate part of their work, there is still debris left on the job by them or their employees or suppliers then, the Owner shall remove such debris and charge the cost of the work involved to the Contractor.
8. All labour and materials shall be to standards approved by the Owner, by Canada Mortgage and Housing Corporation and any other authority having jurisdiction, and carry a 1-year warranty plus standard manufacturer warranty.
9. All materials delivered to the owner's site by the Contractor but not installed will be considered the contractor's responsibility until installation is complete. At that time, it shall become the Owner's responsibility.
10. The Contractor, their employees and persons delivering their materials shall take all necessary precautions to safeguard all pegs, stakes, and other types of markers placed in position by the Owner or sub-divider and shall pay the cost of relocation and/or replacement of the same moved by them or their delivery person.
11. The Contractor shall take all reasonable precautions to avoid damage to trees, curbs, roads, sod, buildings, etc., on the Owner's property and all adjacent properties. If the Contractor or their employees, agents, suppliers, vehicles, or equipment cause damage to any of the above, the Owner will have the damage corrected as they consider necessary and the entire cost thereof will be charged to the Contractor
12. The Contractor shall keep on the site a competent installer, and any instructions given to them by the Owner shall be deemed given to the Contractor for this contract.
13. The Contractor agrees to complete each portion of the work on or before time or times specified by the Site Superintendent. Failure to complete by such times shall render the contract immediately voidable by the Owner and in addition shall render the Contractor liable to the Owner for damages.
14. It is agreed, as a condition of this contract, that the Contractor will immediately, upon the request of the Owner, give the Owner a list, in writing, of the names and addresses of all employees of the Contractor assigned to work at projects which are subject to this agreement.

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15. It is agreed as a condition of this contract that the Contractor will immediately, upon the request of the Owner, give one copy each of any collective agreements existing between the Contractor and any Trade Union or Trade Unions. The Contractor, in the performance of their obligations contemplated by the agreement, shall employ only labour the Union Affiliations of which are satisfactory to the Owner. In the event of an actual or threatened objection by or on behalf of labour employed on the work by the Owner or any Contractor on the project, the said Contractor shall make such arrangements as may be necessary in the opinion of the Owner or any Contractor on the project, to prevent or rectify strikes, work stoppages, delays or expense to the Owner or any other Contractor on the project, and without limiting the generality of the foregoing, the Contractor shall discontinue the employment of any employee who, or whose presence or conduct, may be unsatisfactory to the Owner or whose continued presence on the project is in the opinion of the Owner undesirable in the interests of the prompt and proper execution of this agreement or the interests of the Owner or the obligations of any other Contractor.
16. It is agreed that this contract is divisible and the performance of the work or service or the placing or furnishing of materials in respect of each house or unit contemplated herein shall be treated as a separate contract or several separate contracts for the purpose of the Mechanic's Lien Act with the contract price or contract prices being established by reference to Schedule "A" and any lien for work, service or materials in respect of any one house or unit shall be a lien against the said house and the land occupied and enjoyed therewith only.
17. The Contractor shall comply with all Safety Rules and Regulations applicable to their operations.
18. The Contractor shall produce, to the satisfaction of the Owner, evidence of insurance coverage, which protects the Owner and the Contractor against costs and damages from personal injury (including death) and property damage.
19. The Contractor, employing help, shall produce and file with the Owner a Workers Compensation Certificate. Where such Certificate is not filed, the Owner shall fulfill the Contractor's obligations under the Act, at the Contractor's expense.
20. All Contractors with an out of province business must submit a letter of compliance to Phoenix Homes. If a copy of the compliance is not provided, Phoenix Homes is required to hold back 4% of all amounts payable to the contractor and pay the withheld amounts to the Minister of Finance.
21. In the event a contractor requires a generator to perform their work, it will be the responsibility of the contractor to provide one. The owner agrees to get power to the site as soon as possible to reduce the use of generators.
22. In the event the contractor is seen to be directly responsible for a delay resulting in a missed closing. The contractor shall be responsible for the entire Owner's cost resulting from said delay.
23. It is understood and agreed that, should the contract expire, the Contractor shall not invoice an increase to the unit prices designated in schedule "A" of this agreement until 30 days after the Contractor submits to the Owner in writing, the proposed price increase. It is also understood that such an increase can only be imposed on work commencing 30 days AFTER such price increase.

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DCR \ PHOENIX GROUP OF COMPANIES
(O\A PHOENIX HOMES)
SAFETY POLICY STATEMENT

PHOENIX HOMES is dedicated to ensuring that the safest possible conditions exist on our projects. In conformity with the Occupational Health and Safety Act and Regulations, PHOENIX HOMES will achieve this goal through a strict enforcement of our safety program. PHOENIX HOMES requires each Contractor to show a complete commitment to our safety policy. Failing this, the contract will be terminated.

WORKPLACE VIOLENCE AND WORKPLACE HARASSMENT POLICY

PHOENIX HOMES is in full compliance with **Bill 168** and is committed to the prevention of workplace violence and harassment. With ultimate responsibility for worker health and safety, PHOENIX HOMES will take any reasonable steps to protect workers from workplace violence and harassment from any source. Workplace harassment and violent behavior will not be tolerated from any person, and shall be dealt with swiftly and appropriately. No complaint will be ignored or discouraged.

VERBAL, WRITTEN AND GONE POLICY

PHOENIX HOMES has a progressive warning policy for offenders of the Occupational Health and Safety Act and PHOENIX HOMES safety policy:

- The first infraction is a verbal warning. The date and infraction are recorded by project super.
- The second infraction is a written warning. A copy will be sent to the Contractor owner.
- The third infraction results in immediate suspension from the site and possible cancellation of your Contractor contract with PHOENIX HOMES.

HAZARD POLICY

PHOENIX HOMES will correct all hazards found on the site. Hazards found to be caused by a Contractor or Contractor’s employee, will be corrected at the Contractor's expense.

PERSONAL PROTECTIVE EQUIPMENT POLICY

Basic safety equipment required on our projects by all workers, supervisors and visitors include:

- CSA class B industrial hard hat
- CSA green patch, steel toe and steel sole footwear
- Long pants and T-shirts with sleeves (no muscle shirts)
- Any worker exposed to the hazard of a fall must wear an approved safety belt and lanyard firmly attached to the project
- Eye protection, face shields, hearing and respiratory protective devices must be worn where the task presents a hazard

FUNDAMENTAL SAFETY PRECAUTIONS

All applicable safety precautions are enforced throughout the project. PHOENIX HOMES insists that particular attention is paid to proper use of ladders and safety rails where necessary. Job sites are to be kept clean.

HAZARDOUS MATERIALS

All Contractors are to provide information concerning any requirements for locating, identifying and properly dealing with designated substances on the project.

Your assistance and support are needed and expected to protect the health and safety of our workforce, our clients and our company.

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