

SUPERINTENDANT CONTRACT

THIS AGREEMENT is entered into as of, and effective from, the 1st day of November 2016

BETWEEN:

Brown and Associates
A body corporate incorporated under the laws of Canada
(Hereinafter referred to as the "Contractor")

OF THE FIRST PART

-And-

Ottawa Carleton Condominium Corporation #865,
A body corporate incorporated under the laws of Canada
(Hereinafter referred to as "Client")

OF THE SECOND PART

In consideration of the promises and mutual covenants contained herein, the parties agree as follows:

TERM: The Term of this Agreement is for 1 year commencing November 1st, 2016 to and including October 31st, 2017.

PRICING: \$643.15 per month + HST.

INSURANCE/WSIB: Contractor shall be insured for a minimum of One Million Dollars (\$1,000,000) of public liability and property damage. Contractor shall maintain good standing with the Worker's Safety and Insurance Board and will provide certificate(s) to Client.

HEALTH AND SAFETY: Contractor is solely responsible for the health and safety of employees and subcontractors. Contractor complies with all Federal, Provincial and Municipal laws, statutes, rules, regulations, in addition to notices and orders respecting occupational health and safety. Contractor and its employees, subcontractors shall perform all services for Client in a safe manner.

INDEMNITY: CONTRACTOR ASSUMES ALL RISKS AND LIABILITIES INHERENT TO THE PERFORMANCE OF ITS OBLIGATIONS AND THOSE OF ITS EMPLOYEES, SUBCONTRACTORS, AGENTS AND SUPPLIERS AND SHALL TAKE ALL NECESSARY MEASURES TO AVOID ANY DAMAGE TO CLIENT AND RESIDENTS OF 323 WINONA. CONTRACTOR AGREES TO DEFEND, FULLY INDEMNIFY, RELEASE AND WAIVE ANY AND ALL RIGHTS CONTRACTOR HAS TO RECOVER AGAINST CLIENT, ITS DIRECTORS AND OFFICERS AND AGENTS FOR ANY AND ALL LOSS OR DAMAGE TO PROPERTY, INJURY OR DEATH OF CONTRACTOR EMPLOYEES AND FOR CLAIMS FOR CONTRIBUTION OR INDEMNITY OR FOR REIMBURSEMENT OR WORKERS COMP. BENEFITS RELATING TO SERVICES.

LIENS: Contractor waives and releases lien claims or rights to place a lien in connection with its services. Contractor shall indemnify and hold Client harmless for all liens for labour performed, materials applied or used by Contractor and/or any other person in connection with services and shall not at anytime suffer or permit any lien or attachment or encumbrance by reason of any claim or demand against the Contractor or otherwise in connection with services.

ADHERENCE TO THE LAW: Contractor and its employees must comply with all laws applicable to Client and all laws applicable to the services to be performed. If in doubt as to the legality of a particular course of action, Contractor and its employees shall discuss the proposed activity with Client.

RESPECT AND DIGNITY IN THE WORKPLACE: Contractor and its employees shall treat all residents 323 Winona and neighbours of Client and the general public with respect and dignity.

Contractor and its employees shall not engage in harassment and/or discriminatory acts or practices. Client has the right to request a Contractor's employee to be removed from Client's premises if the conduct of the employee requires; Contractor will fulfill the request IMMEDIATELY after receiving notice from Client.

HEALTH AND SAFETY: Contractor and its employees shall perform the services for Client in a safe manner. Contractor must have and will provide to Client on request, Workplace Safety and Insurance Board of Ontario (WSIB) registration and compliance information (or equivalent as determined by Client).

ALCOHOL AND DRUGS: Contractor and its employees shall not possess, consume and/or traffic in alcoholic beverages, illegal drugs or restricted substances while performing services for Client.

ENVIRONMENT: Contractor and its employees shall obey all applicable environmental laws while performing services for Client.

STATEMENT OF WORK: Refer to Appendix A —Client SOW. Contractor commits to following the SOW at all times.

TERMINATION: This Agreement may be terminated by either party for any reason upon reasonable prior written notice to the other party. Notwithstanding the foregoing, Client shall also have the right to terminate this Agreement forthwith, without notice, cost or penalty in the event of:

- (i) misconduct or breach of this Agreement by the Contractor; or
- (ii) failure or neglect of Contractor to carry out its obligations under this Agreement, notwithstanding notice in writing of such default and failure by the Contractor to cure such default within reasonable notice.

ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth in this Agreement.

SEVERABILITY: Any provision in this Agreement that is held to be illegal or unenforceable shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions hereof; any such illegal or unenforceable

provision shall be deemed to be restated in accordance with applicable law to reflect as nearly as possible the original intentions of the parties.

IN WITNESS WHEREOF the Client, by the hands of its duly authorized representative, and the Contractor have executed this Agreement as of the date set out on this page of the Agreement.

Brown and Associates

Per:

Title:

Date:

Ottawa Carleton Condominium Corporation #865

Per:

Title:

Date:

APPENDIX A

STATEMENT OF WORK (SOW)

Spring

- We will clean all of the walkways, sidewalks and parking areas of the leftover winter grit using blowers.
- Shrub bed maintenance – includes turning the mulch and removing any weeds once per month. We will also cut fresh edges into all the garden and shrub beds twice during the growing season.
- Our aeration service will allow more oxygen, water and nutrients into your lawns root system; it also helps with soil compaction and it helps break down excessive thatch in newly laid turf.
- We will apply a balanced fertilizer to our turf areas three (3) times per season. Early spring, mid-summer and early fall.

Summer

- Mowing of all turf areas on property every 10 days or as needed depending on the growing season.
- Using a string trimmer to create a neat appearance around all obstacles and along property edges.
- Going over the property with a blower to remove any grass clippings from walkways, entrances and the surrounding sidewalks.

Fall

- Rake leaves until snow fall
- All small shrubs will be pruned once per year in the fall.

Winter

- Clearing the snow from all parking lots, driveways, fire lane and roadways and hand shovelling or snow blowing from all walkways and driveways as soon as possible after a storm to allow for an easy entrance/exit and returning later to clear the parking spots (if cars have been moved).
- Returning to clean up and widen all of the above and re-open the entrances in the event the city snowplows block them.
- After each snow event, we will apply salt/grit as required to all walkways and parking areas. Spreading of salt/grit is included in contract price. Salt/Grit will be invoiced at a rate of \$10.00 per 20KG bag of salt delivered.
- One salt bin is included in this pricing. Ice melter containers can be provided upon request. Refills, if requested, will be invoiced at \$45 per container delivered.
- If removal is requested the cost per full truck load will be approximately \$250 depending on the timing, quantity being removed and availability of existing dump sites.

Additional Tasks – As required (additional cost)

STANDARD: The Contractor shall perform all work required in a satisfactory manner in accordance with the appropriate SOW paragraph. No more than three (3) residential

complaints from owners and/or residents of 323 Winona per contract period are permitted. The property manager shall notify Contractor for appropriate action in accordance with the Contract Terms and Conditions, if any of the above performance objectives exceed three (3) complaints. The Client and its agent shall not certify services as complete until all deficiencies are corrected and may withhold payment for services until services have been performed.

NOTICE OF TERMINATION: If either party decides to terminate this agreement 60 days written notice must be provided and all financial obligations must be met.

PROCEDURES: The property manager will periodically inspect the services and/or each order for special event services in order to ensure Contractor compliance with the appropriate paragraphs of the Statement of Work (SOW) and shall record results of inspection, noting the date and time of inspection. If inspection indicates unacceptable performance, the property manager will notify the Contractor of the deficiencies for correction. The Contractor shall be given forty-eight (48) hours after notification to correct the unacceptable performance. If deficiencies are not corrected within the required time frame then property manager shall notify Client for further action.

Initials:

Initials: