



Design / Build Contract Between:

Partex Design Build Contractors Inc. (the "Builder")

-and-

Mr. & Mrs. _____ (the "Client")

Project Address: _____, Toronto, Ontario

Date: February 5th, 2020

Design/Build budget:

Approx. \$550,000,000 plus HST

Start date:

Design to begin immediately

Completion:

Approx. nine months from receipt of building permit

Total: \$550,000.00 plus HST

General description:

This contract is to formalize our agreement to design and construct a first & second floor rear addition plus minor interior renovations to an existing home at above address in Toronto, for approximately \$550,000, plus HST.

The intent of the contract is to design and build a first and second floor addition, with minor interior renovations for a total budget of approximately \$550k plus taxes. Design, engineering and HVAC design to obtain the Building permit is approximately 7% of the construction budget, or \$24,000, and is included in the \$550k budget. If it is discovered that a zoning variance is required, a zoning certificate (\$1000) plus Committee of Adjustment (\$5000) will be required. These scopes and additional expenses are not included in the \$550K budget. ParTex will make every effort to use the existing information, plans and design provided by the client. ParTex will reduce their design fees according to how useful any information provided by the client proves out. This potential information includes surveys, CAD drawings, HVAC design and calculations.

Partex Design Build Contractors Inc.

BUILDER'S RESPONSIBILITIES	Brief Description	Cost
DESIGN, SITE PLAN ENGINEERING, HVAC DESIGN AND HEAT LOSS CALCULATIONS & BUILDING PERMIT	1. Measure up your home and prepare preliminary drawings in accordance with the requirements supplied by the Client. 2. Questions of the design concept, building method and construction costs will be discussed. 3. Final Design plans will be supplied, which include, but are not limited to: 4. Structural engineering work, basic floorplan layout. 5. Site plan 6. HVAC design with heat loss calculations 7. Prepare final drawings for building permit and submit 8. Zoning certificate, if required 9. Committee of Adjustment for zoning variance, if required <i>Please note* Committee of Adjustment will take 5 months</i>	\$24,500.00 \$1,000 Added cost \$5,000 Added cost
CONSTRUCTION PHASE:	1. The agreed to construction costs will include: labour, materials, equipment, sub-trades, site supervision and profit. <u>Budget to be finalized & agreed to before construction begins.</u> 2. Selecting and negotiating with the various trades. 3. Provide regular and updated communication with the Client regarding schedule and budget. Regular meetings with the client will be held on site with prior email notifications sent to all concerned. 4. Provide a completion schedule to formalize the progress of the work, and may include the various (if any) delay factors that will change the completion date which are typical and associated with the industry. All reasonable precautions will be taken to complete the project by the estimated completion date. 5. Specifications included will consist of: structural specifications according to building code and fire codes. The specifications do not include the quality of the finished products, the choice of the appliances, heaters, or any plumbing or lighting fixtures. 6. A contingency budget that is normally included in order to cover unexpected costs, which include, but are not limited to: construction delays, hidden issues/problems with the existing home, additional scopes of work desired by client, etc.	\$ 525,500 \$10,000.00
FEES AND COSTS EXCLUDED FROM OUR COSTS. NOT INCLUDED IN OUR BUDGET NUMBERS.	1. City fees for elements like Building Permits 2. Committee of Adjustments if needed process and process 3. Repairs or alterations of any kind required by the City authorities to address existing conditions are not included 4. CAD plots and printed reproductions. 5. Non-performing trades 6. Unforeseen and unavoidable problems such as severe weather issues, water protection/removal/damage, equipment rentals and excessive delays based on the above or for other reasons beyond the control of the Builder. 7. Unreasonable government officials causing delays & costs. <u>NOTE:</u> with any of these costs, the Client will be duly notified and must agree, in writing, to the extra fees borne by these issues.	

PART II: CLIENT'S RESPONSIBILITIES:	1. Furnish all legal documents of the property, surveys, Client design requirements, criteria and any design ideas of the Client deemed necessary for the design phase. 2. Sign any and all City documents that will advance the project as well as any County or other government agencies, CAD plots and prints from this office, landscape designers, mechanical and soil engineers, surveyors, and so on. 3. Provide their input, color selections, approvals, etc. in a timely fashion. 4. Provide gobs of dark chocolate, to be available on site at all times. 5. Adhere to the payment schedule as described below. 6. Inspect all work as it progresses, throughout the project, not just at the end, so as not to cause a delay in final payment	
PART III: CONSTRUCTION DOCUMENTS	Documents are defined as: All drawings, calculations and specifications. They are property of ParTex and as such as not to leave the premises. 1. These documents are for the sole use by the client for this project only. They are not to be distributed further to any third party without ParTex's express written permission. 2. The Client may request copies of the drawings at any time for a nominal fee. Digital copies are provided without cost	
Part IV:		Payment Schedule/Cancellation Clause
Time of payment	Reason	Amount
1. On signing of contract	To book the work, measure up the home, provide engineering, floor plan and HVAC design, apply for permit	\$25,500.00
2.		Balance for outstanding design fees, if any
3. On receipt of building permit	To book sub trades with deposits, order materials, windows, commence construction	\$40,000.00
4. On completion of new 1st floor.	Milestone payment	\$40,000
5. On completion of new second floor	Milestone payment	\$40,000
6. On completion of roof trusses	Milestone payment	\$25,000
7. On completion of roof	Milestone Payment	\$10,000
8. On completion of windows	Milestone payment	\$25,000
9. On completion of siding	Milestone payment	\$25,000 WITH 50% DEPOSIT
10. On completion of Electrical work	Milestone payment	\$20,000
11. On completion of HVAC work	Milestone payment	\$15,000
12. On Completion of drywall & taping	Milestone Payment	\$45,000

13. On completion of painting	Milestone payment	\$10,000
14. On completion of trim	Milestone payment	\$15,000
15. On completion of project	Milestone payment	\$15,000
16. Cancellation clause	If the project is suspended, postponed or terminated in whole or in part by the Client, the Builder shall be paid a cancellation fee.	25% to be paid of the remainder of the contract at the builder's sole discretion.
17. Late payments	Late payments (longer than 1 week after submission) will incur a 10% additional fee. If there are any legal fees associated with collections, they shall be the responsibility of the Client.	10% late fee—interest
18. Project resumed after one month	If the Project was cancelled and then was resumed after one (1) month, the payment schedule and fees are subject to change.	Costs subject to change if project cancels or is halted

Part V: Standards of Work and Warranty

1. The Builder agrees to undertake all work diligently in a good and workmanlike manner, in accordance with good quality industry standards and the Ontario building code.
2. The Builder hereby warrants against defects in workmanship and materials provided pursuant to this Contract for a period of one year from substantial completion, provided that the owner has complied fully with payment terms outlined above. All structural work is guaranteed for five years, provided that the Owner has complied fully with payment terms outlined above. In the event that warranty work is required, the Builder's liability shall be limited only to correcting defects in the work originally provided by the Builder under this agreement. *Restoration* of damage caused to owner's property or work not provided by the Builder is not covered. The Owner is advised to maintain a suitable homeowner's insurance policy for protection against risk of such damage.
3. The owner agrees to hold the Builder harmless from existing deficiencies in the existing building whether hidden or otherwise, from acts of the owner and others.
4. The Owner accepts that there may be inconvenience from time to time and the Builder agrees to keep such inconvenience to a reasonable minimum.
5. The builder agrees to keep the project site safe and reasonable orderly at all times.

Part VI: Insurance:

1. The Builder agrees to carry 5 million in liability insurance. Proof of insurance has been received by the client.
2. The Owner agrees to carry fire and comprehensive insurance covering the total building and construction work and to notify his insurance company that the builder is doing work on his premises specifying the value of the contract. Proof of this insurance must be provided to the builder at the start of the Project.

Part VII: Execution of contract

This Agreement is made on the ____ day of _____, 2020, in Toronto, Ontario, Canada between the Client, Mr.& Mrs. _____ of Toronto, Ontario & **Partex Design Build Contractors Inc.**

Mr. and Mrs. _____ I have fully read and understand this entire contract

Andrew Parker,

For Partex Design Build Contractors Inc.

Partex Design Build Contractors Inc.

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