

Bayview Wellington

Bayview Wellington Homes
111 Creditline Rd
Markham, Ontario
L4K 1N3
(905) 685-0661
(905) 685-2049

<p>Bayview Wellington Homes ("Builder") and the undersigned Subcontractor ("Subcontractor") agree that the Subcontractor will perform the "Services" described below in accordance with the attached Schedule A, attached hereto, at the address indicated on the attached Schedule A, attached hereto, at the time indicated by the Subcontractor. The Subcontractor acknowledges that the Work can be substantially completed earlier than the date indicated on the attached Schedule A, and the Builder shall be entitled to payment for the Work, the date of which is determined by the Subcontractor.</p> <p>As per attached Schedule A, the Subcontractor shall commence its work upon the date indicated on the attached Schedule A, and shall complete its work within two days of notice, in writing, so often times, as the Subcontractor may be required by the Builder.</p>	
<p>Subcontractor: Royal One-Yard, Dona Id 128A Peeler Road Courtland, Ontario L4P 2C8 E/F: 905-784-2200 ATTENTION: Joe Garrafeiro</p>	
<p>Terms of payment: STANDARD</p>	
<p>Description: House Type = Unit Price</p>	
<p>Price and Specifications as per attached schedules.</p>	
<p>All invoices to be addressed to:</p>	
<p>BRAFORD EAST DEVELOPMENTS INC.</p>	
<p>Construction Trailer Contacts:</p>	
<p>Site Super: Rob Crisp Number: 905-327-8995 Email: rcrisp@bwvhomes.ca</p>	
<p>Number: 905-551-1181 Sandy Bautista Email: sbaudus@bwvhomes.ca Chris Rosenthal Email: chris.rosenthal@bwvhomes.ca Service Email: greenvalleyeastservice@bwvhomes.ca</p>	
<p>To access our builder portal go to: https://builder.bwvhomes.com/BuilderPortal/BUILDERS/LogIn.aspx To retrieve your login details please click "Forgot password?" and insert the email address associated with our portal. Go to "Green Valley East -1".</p>	
<p>For Portal support or set up a new login please contact: support@builderit.com or 1-877-788-9988</p>	

John Weller
John Weller
Project Manager
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John Weller
John Weller

John Weller
John Weller

GENERAL CONDITIONS

1. DEFINITION

- 1.1 In the Contract referred to herein, is understood the contract between the Subcontractor and the Customer which, in these terms, and conditions, defines the relationship between the Subcontractor and the Customer and the performance of the work to be carried out by the Subcontractor.
- (a) Work means all the activities and services to be performed by the Subcontractor in accordance with the requirements of the Customer and conditions contained in this Contract.
- (b) Project means the general location and conditions under which work, as it is performed by the Subcontractor, will be performed at the Subcontractor.
- (c) Project Office means the office designated in the Construction Contract.

2. PAYMENT

- 2.01 The price to be paid by the Customer, will be fixed by the Subcontractor on the basis of cost calculation, differentiated by the type of work to be carried out and to be remunerated by the Subcontractor. This includes after the delivery of the work to be carried out, all the costs associated with the completion of the work to be carried out.
- 2.02 For the execution of the Construction Contract, the Subcontractor will be entitled to a payment of 12% of the value of the work performed in accordance with the Construction Contract, upon completion of the work.
- 2.03 All amounts and expenses for the execution of the work to be carried out, will be calculated on the basis of the estimated cost of the project, as defined in the Construction Contract.
- 2.04 Where the price is not explicitly set out in the Construction Contract, it will be calculated on the basis of the estimated cost of the project, as defined in the Construction Contract, plus 10% of the estimated cost of the project.
- 2.05 The price of the work to be carried out, will be calculated on the basis of the estimated cost of the project, plus 30% of the estimated cost of the project.
- 2.06 Where there is no tender, the price of the work to be carried out will be determined by the Subcontractor, having taken into account the estimated cost of the project, as defined in the Construction Contract.
- 2.07 In the event of a revision of the estimated cost of the work to be carried out, the Subcontractor will be entitled to a revised price, based on a new calculation.

3. CONTRACTUAL AND CONTRACTUAL OBLIGATIONS

- 3.01 The Subcontractor and the Customer will be bound by all the obligations resulting from the Construction Contract and the Construction Contract will remain valid until the end of the work to be carried out. The Customer will remain bound by the terms and conditions of the Construction Contract, even if the work to be carried out is terminated earlier than the end date of the Construction Contract.
- 3.02 In the event of termination of the work to be carried out, or in the event of any other change in the Customer's organization or conditions of work, the Subcontractor will be entitled to terminate the work to be carried out, or to transfer the work to another Subcontractor, provided that the Customer agrees to accept this transfer.
- 3.03 Any termination of the work to be carried out, will be done in accordance with the terms and conditions of the Construction Contract.

4. WARRANTY

- 4.01 The Subcontractor warranties that the work will be delivered in a good and acceptable condition, free of any defects as defined in the Construction Contract, and to the satisfaction of the Customer. The Customer has the right to inspect the work to be carried out, and to demand the correction of any defects in the work to be carried out, within a period of 6 months from the date of delivery of the work to be carried out, if they are present and can be rectified.
- 4.02 In the event of any defect in the work to be carried out, the Subcontractor will be required to correct the defect within the period of time indicated in the Construction Contract. The Subcontractor will be liable for the costs of any repair or replacement of the work to be carried out.
- 4.03 In the event of any defect in the work to be carried out, the Subcontractor will be liable to correct the defect within a period of 6 months from the date of delivery of the work to be carried out, if they are present and can be rectified.
- 4.04 The Subcontractor will be liable to correct the defect within a period of 6 months from the date of delivery of the work to be carried out, if they are present and can be rectified.

5. EQUIPMENT AND EQUIPMENT

- 5.01 The Subcontractor will be responsible for the safety of their equipment, tools and materials used during the performance of the work to be carried out, as well as for the safety of their equipment, tools and materials used during the performance of the work to be carried out, as well as for the safety of their equipment, tools and materials used during the performance of the work to be carried out.
- 5.02 The Subcontractor will be responsible for the safety of their equipment, tools and materials used during the performance of the work to be carried out, as well as for the safety of their equipment, tools and materials used during the performance of the work to be carried out.

6. PRIOR WORK

- 6.01 The Subcontractor agrees to carry out the work in accordance with the instructions given by the Customer, which will define the scope of the work to be carried out, and to ensure that the work will be carried out in accordance with the Customer's requirements.

7. CHANGES AND CANCELLATION

- 7.01 The Subcontractor is obliged to carry out the work in accordance with the instructions given by the Customer, which will define the scope of the work to be carried out, and to ensure that the work will be carried out in accordance with the Customer's requirements.
- 7.02 The Subcontractor will be entitled to cancel the work to be carried out, if the Customer changes the instructions given by the Customer, which will define the scope of the work to be carried out, or if the Customer fails to pay the amount due for the work to be carried out.
- 7.03 The Subcontractor will be entitled to cancel the work to be carried out, if the Customer changes the instructions given by the Customer, which will define the scope of the work to be carried out, or if the Customer fails to pay the amount due for the work to be carried out.

8. COMPLIANCE WITH LAW

- 8.01 The Subcontractor will be held liable for any damage and/or loss suffered by the Customer resulting from the failure to comply with laws, regulations, decrees, provisions, standards, codes, practices, methods, techniques and/or recommendations issued by public authorities, whether general or specific, relating to the safety of persons, the protection of the environment and the protection of the Customer's interests, as well as for the failure to comply with laws, regulations, decrees, provisions, standards, codes, practices, methods, techniques and/or recommendations issued by public authorities, whether general or specific, relating to the safety of persons, the protection of the environment and the protection of the Customer's interests, as well as for the failure to comply with laws, regulations, decrees, provisions, standards, codes, practices, methods, techniques and/or recommendations issued by public authorities, whether general or specific, relating to the safety of persons, the protection of the environment and the protection of the Customer's interests.

9. LIABILITY

- 9.01 The Subcontractor is liable for any damages suffered by the Customer resulting from the failure to comply with laws, regulations, decrees, provisions, standards, codes, practices, methods, techniques and/or recommendations issued by public authorities, whether general or specific, relating to the safety of persons, the protection of the environment and the protection of the Customer's interests, as well as for the failure to comply with laws, regulations, decrees, provisions, standards, codes, practices, methods, techniques and/or recommendations issued by public authorities, whether general or specific, relating to the safety of persons, the protection of the environment and the protection of the Customer's interests.

10. CONCLUSION AND TERMINATION

- 10.01 The Subcontractor is liable for any damages suffered by the Customer resulting from the failure to comply with laws, regulations, decrees, provisions, standards, codes, practices, methods, techniques and/or recommendations issued by public authorities, whether general or specific, relating to the safety of persons, the protection of the environment and the protection of the Customer's interests, as well as for the failure to comply with laws, regulations, decrees, provisions, standards, codes, practices, methods, techniques and/or recommendations issued by public authorities, whether general or specific, relating to the safety of persons, the protection of the environment and the protection of the Customer's interests.

11. OTHER

- 11.01 The Subcontractor is liable for any damages suffered by the Customer resulting from the failure to comply with laws, regulations, decrees, provisions, standards, codes, practices, methods, techniques and/or recommendations issued by public authorities, whether general or specific, relating to the safety of persons, the protection of the environment and the protection of the Customer's interests.

12. ANNEX

- 12.01 The Subcontractor is liable for any damages suffered by the Customer resulting from the failure to comply with laws, regulations, decrees, provisions, standards, codes, practices, methods, techniques and/or recommendations issued by public authorities, whether general or specific, relating to the safety of persons, the protection of the environment and the protection of the Customer's interests.

13. FINISHING

- 13.01 The Subcontractor is liable for any damages suffered by the Customer resulting from the failure to comply with laws, regulations, decrees, provisions, standards, codes, practices, methods, techniques and/or recommendations issued by public authorities, whether general or specific, relating to the safety of persons, the protection of the environment and the protection of the Customer's interests.

14. DURATION

- 14.01 The Subcontractor is liable for any damages suffered by the Customer resulting from the failure to comply with laws, regulations, decrees, provisions, standards, codes, practices, methods, techniques and/or recommendations issued by public authorities, whether general or specific, relating to the safety of persons, the protection of the environment and the protection of the Customer's interests.

15. CLOSING

- 15.01 The Subcontractor is liable for any damages suffered by the Customer resulting from the failure to comply with laws, regulations, decrees, provisions, standards, codes, practices, methods, techniques and/or recommendations issued by public authorities, whether general or specific, relating to the safety of persons, the protection of the environment and the protection of the Customer's interests.

16. APPLICABILITY OF LAW

- 16.01 The Subcontractor is liable for any damages suffered by the Customer resulting from the failure to comply with laws, regulations, decrees, provisions, standards, codes, practices, methods, techniques and/or recommendations issued by public authorities, whether general or specific, relating to the safety of persons, the protection of the environment and the protection of the Customer's interests.

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J. G.

FORCE MAJEURE:
26. (1) If the Subcontractor or its designee becomes an instrument of God, pestilence, war, any other cause of commotion or alarm or any calamity or misfortune which is beyond the Subcontractor's control, the Subcontractor may suspend work on the Work to be performed under the Contract until such time as the Subcontractor has been relieved from the effects of such calamity or misfortune. (2) The Subcontractor shall be relieved from its obligations hereunder to the extent that it is unable to perform such obligations by reason of force majeure.

27. PATENTS, LICENSES, ETC.

(1) The Subcontractor agrees to obtain all franchises, authorizations or consents from appropriate governmental authorities and to pay all taxes, assessments, fees, charges and expenses required for the performance of its work, and shall bear all subcontract costs incurred by the Subcontractor in the performance of its work, subject to the following:

28. EXEMPTION FROM AND LIMITATION OF LIABILITY

(1) The Contractor will not be liable for any damage, loss or expense resulting from the Subcontractor's non-compliance with any provision of the Contract, except to the extent that the Contractor is negligent in failing to give the Subcontractor prompt notice of the nature of the problem.

29. DEFECTIVE CONTRACT DOCUMENTS

(1) If the Subcontractor has any objection to any provision of the Contract, it must give written notice thereof to the Contractor within 14 days of the signing of the Contract. The Contractor will have the right to correct any such objection within 14 days of receipt of the notice of objection.

30. NOTICE

(1) All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by registered mail, certified mail, cable, telex or facsimile to the address indicated in the notices or otherwise specified in the Contract. Any other method of giving notices or other communications shall not be deemed to be valid if given by any other method.

31. MISCELLANEOUS

(1) The Subcontractor agrees to pay all taxes, assessments, fees, charges and expenses resulting from its business activities of the Subcontractor, to the extent that they are not paid by the Subcontractor to the Government of Ontario.

32. SAFETY

(1) The Subcontractor is responsible for ensuring that the **Contractor**, its employees and suppliers conforming to the occupational health and safety requirements of the workplace.**SUBCONTRACTOR ACKNOWLEDGEMENT**

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THE BAYVIEW WELLINGTON HOMES
HEALTH AND SAFETY POLICY. THE POLICY AND PROGRAM WAS DEVELOPED AND
IMPLEMENTED FOR THE PURPOSE OF PREVENTING PERSONAL INJURIES AND
PROPERTY DAMAGE AT A WORK LOCATION.

I UNDERSTAND THAT IF I OR ANY OF MY WORKERS HAVE ANY QUESTIONS ABOUT THE
BAYVIEW WELLINGTON HOMES POLICY, OR, SAFETY ON SITE, THAT WE CAN ASK THE SITE
SUPERVISOR, CONSTRUCTION SAFETY MANAGER OR BAYVIEW WELLINGTON HOMES SAFETY
CONSULTANT.

SCHEDULE "A" TO CONTRACT #BEP0156-6030-20

GARAGE DOORS - CODE 6030

PROJECT: GREEN VALLEY EAST - LOT 150

SCOPE OF WORK:

The subcontractor agrees to furnish all material and equipment and to perform all their work according to the scope. Work under this contract to include, but not necessarily limited to the following:

1. To supply and install wood sectional garage doors primed complete with hardware and glass inserts as per plan.
2. For Elevation C To supply and install "contempo" garage doors with complete hardware and glass inserts as per plan.
3. All workmanship and material to be guaranteed for a period of two years from date of closing.
4. Deficiencies are to be rectified within 48 hours
5. All sizes of doors to operate on high quality torsion spring system (no stretch springs).
6. All doors to operate with steel ball bearing rollers (No Plastic).
7. Tracks to have a minimum of four (4) bolts to each side of framejamb.
8. Issues such as rough openings, headroom, clearance, framing requirements and installation details are to be discussed with and agree to by the Site Superintendent prior to commencement of the project.
9. All prices to exclude H.S.T.
10. Owner will NOT be responsible for damaged or stolen materials unless installed on house.
11. Subcontractor to pickup and remove all debris related to his work and deposit into builder's bin.
12. No substitutions of any material or equipment without written authorization from builder.
13. Subcontractor shall be responsible for any costs incurred by builder due to being removed from site in regard to noncompliance with the Ontario Health and Safety Requirements and all other safety standard legislations.
14. Subcontractor shall replace all temporary barriers, ladders, guardrails, covered openings etc. that the foreman approves of completing their work. If the above procedure is not adhered to, the subcontractor will be immediately removed from the job site and any costs/damages incurred will be backcharged to the subcontractor at builder's discretion.
15. It is the subcontractor's foreman's responsibility to check the "Builder's Toolkit" before any work is started on any house to check for any changes, updates or special instruction. The "Builder's Toolkit" will be available to every sub trade at any time online or at the site office. Each subcontractor will receive a code to access the portal.
16. The subcontractor will comply with all safety regulations in effect through the completion of the project. Failure to do so will result in removal from site and a letter will be sent to its safety standard agencies. (Eq. W.C.B.)
17. The subcontractor shall be responsible to ensure that all trucks making deliveries to him do not track mud on the municipal roads when leaving the site. Any road cleaning attributable to this subcontractor will be back charged.
18. The latest revisions to TARION, O.B.C. and H.B.C. will be in effect on this project.

Born to Contract:

1. Automatic Garage Door Opener

2. Low Headroom - 7'2" of headroom requires special hardware

\$375.00 per unit
\$45.00 per door

[Handwritten signature]

SCHEDULE "A" TO CONTRACT #BEP150-6096-20
GARAGE DOORS - CODE 6090
PROJECT : GREEN VALLEY EAST - LOT 150

ALL PRICES FIRM UNTIL: April 1, 2021. HST IS TO BE SHOWN SEPARATELY

FOR TENDER PURPOSES, PLEASE COPY THIS PAGE AND FILL IN THE PRICES AS REQUESTED AND SUBMIT BY FAX TO Andy Minatel at (905) 669-2048 OR BY EMAIL TO andy@b2bnames.ca

BE SURE TO PUT YOUR COMPANY NAME PRINTED ON THIS SHEET BELOW:

COMPANY NAME: Royal Overhead Door. Ltd.

COMPANY PHONE NUMBER: 905-735-6000

COMPANY EMAIL: info@royaloverheaddoor.ca

CONTACT NAME: Joe Girard

DATE SUBMITTED: March 19, 2020



*Chris
Steph*

Green Valley East - Lot 150						
Notes	Model	Name	Elevation	Sq Ft	Contract Price	
Lot 150L	SD20-1	Sedona 1	C	2,366	\$170,00	
Lot 150R	SD20-1	Sedona 1	C	2,366	\$170,00	