

Bayview Wellington Homes  
111 Creditstone Rd  
Concord, Ontario  
L4K 1N3  
(905) 695-0661  
(905) 669-2049



Bayview Wellington Homes (the "Builder"), and the undersigned Subcontractor (the "Subcontractor") agree that the Subcontractor shall, subject to the General Conditions forming a part hereof, supply all of the labour, materials, services, tools, and/or equipment necessary to perform the Work described on Schedule A attached hereto with respect to the Project, in accordance with Builders plans, drawings and specifications, copies of which have been inspected by the Subcontractor. Subcontractor acknowledges that the Work can be satisfactorily performed with no extras or charges. Builder shall, subject to the said General Conditions, pay to the Subcontractor in full payment for the Work, the Unit Price and Price indicated below. As specifically provided herein, the Price is inclusive of all duties and provincial sales tax where applicable and exclusive of the goods and services tax, which will be calculated the price herein, and the Subcontractor shall commence its work upon two days' notice, in writing or otherwise, and to complete such work at such times and in such manner as may be required by the Builder.

Subcontractor:  
NEWMAR WINDOW MANUFACTURING INC  
7630 AIRPORT ROAD  
MISSISSAUGA, ONTARIO  
L4T 4G6  
TEL: (905) 672-1233 FAX: (905) 672-1076  
ATT: FRANKCO

Terms of payments: STANDARD

Project:  
GREEN VALLEY EAST -  
LOT 150

Contract Number:  
BEDP150-6027-20

Code Number:  
6027 - Windows

Date:  
February 21, 2020

Expiry Date:  
February 21, 2021

| Description - House Type - Unit Price                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Total Price |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| <p>Prices and Specifications as per attached schedules.</p> <p><u>All invoices to be addressed to:</u></p> <p><u>D</u><br/><u>BRAFORD EAST DEVELOPMENTS INC.</u></p> <p>Site Super - Rob Crisp Cell: 905-327-8995</p> <p>Construction Trailer Number - 905-551-1181</p> <p>Construction Trailer Email: <a href="mailto:greenvalleyservice@bwhomes.ca">greenvalleyservice@bwhomes.ca</a></p> <p>For all drawings, siting's, purchaser extras, lot release, etc.<br/>Please contact: <a href="mailto:support@buildersit.com">support@buildersit.com</a></p> |             |

NEWMAR WINDOW MANUFACTURING INC.

(Subcontractor)

Per:

c.o.b. BAYVIEW WELLINGTON

Per:

# GENERAL CONDITIONS

## 1. DEFINITIONS

- 1.01 In this Contract, unless there is something in the context inconsistent therewith, the following terms shall have the following meanings:
- (a) "General Conditions" means these terms and conditions which apply to this Construction Contract;
  - (b) "Contract" means the contract resulting from the acceptance of this Contract and the General Conditions and any plans, drawings, specifications or addenda that are annexed hereto or issued by the Builder to the Subcontractor;
  - (c) "Work" means all the labour, material and services offered to be provided by the Subcontractor to the Builder in order to perform the Project on the terms and conditions described in this Construction Contract;
  - (d) "Site" means the general location and conditions where the work is to be performed by the Subcontractor;
  - (e) "Project" means the project described in this Construction Contract.

## 2. PAYMENT

- 2.01 Payment (less 10% holdback) will be made by the Builder to the Subcontractor on the thirtieth day of each month, approximately forty five (45) days after the receipt of an invoice covering the value of the work completed and invoiced by the Subcontractor. Invoices received after the fifteenth day of the month will be paid the month following. The ten percent (10%) holdback will be paid after the lien rights have expired, all as per Paragraph 3.
- 2.02 For the purposes of the Construction Lien Act, each individual unit (Lot or Building) on or in which the Subcontractor performs the work described in this contract shall be considered as comprising a separate contract.
- 2.03 All invoices shall be accompanied by a Completion Certificate signed by the job superintendent of the Subcontractor certifying that the portion of work covered by the Completion Certificate has been inspected by him and is completed in every respect before approval by our superintendent.
- 2.04 All invoices improperly submitted will not be processed until rectified and the 30 days hereby specified shall commence after the proper invoice is received.
- 2.05 Extras for labour or material will not be accepted unless a Purchase Order has been written showing the agreed cost of the extra before the extra work or material is to be supplied.
- 2.06 Extras must be on a separate invoice and not on the same invoice with the regular work covered in the contract, and must be accompanied by the Purchase Order number and a Completion Certificate.
- 2.07 Purchasers Extras Sheets issued to the Subcontractor will be the authorization to proceed with such works as detailed thereon.

## 3. CONSTRUCTION LIEN ACT (ONTARIO) HOLDBACK

- 3.01 The Builder shall retain a holdback out of each payment due to the Subcontractor hereunder in accordance with the provisions of the Act of 10% of such payment plus any amount in respect of which the Builder has received a written notice of lien (as that term is described in the Act). In addition where the Contract has been certified or declared to be substantially performed but labour, materials or services remain to be supplied to complete the Contract, the Builder shall retain, from the date of such certification or declaration, a separate holdback equal to 10% of the price of the remaining labour, materials or services if they are actually supplied under the Contract until all liens that may be claimed against such holdback have expired, or been satisfied or discharged or provided for, all as provided in the Act.
- 3.02 Any lien or liens or claim or claims for lien pursuant to the Act shall be deemed to arise and expire solely on a lot by lot basis and under no circumstances may a claim for a general lien be asserted.

## 4. WARRANTY

- 4.01 The Subcontractor warrants that the Work shall be completed in a good and workmanlike manner free of any defects in material or workmanship, and shall comply in all respects with federal, provincial, municipal and local building codes, The Ontario New Home Warranty Program, the minimum specifications of the ~~Contract~~, and all plans, drawings and specifications provided by the Builder.
- 4.02 The Subcontractor agrees that during a period of two years following the receipt by the Builder of the final invoice for Work any failure to perform or deficiency or defect in the performance of any obligation of the Subcontractor hereunder shall be remedied by the Subcontractor at its sole expense and to the satisfaction of the Builder; provided that the Builder may, upon five days' written notice, and immediately in the case of an emergency, and without prejudice to any other rights, remedy such deficiency or defect or complete such failure to perform and may deduct the cost thereof from payments due to Subcontractor. In exercising its rights under this paragraph 4.02 the Builder may take possession of any materials, tools or construction equipment owned or leased by the Subcontractor on the Site and use such materials, tools or construction equipment. The costs of such completion or remedy may be subtracted from any payment required to be made by the Builder to the Subcontractor. If the costs of such completion or remedy exceed any amount owing to the Subcontractor hereunder, the Subcontractor shall forthwith pay, on demand, to the Builder an amount equal to the costs of such completion or remedy.

## 5. SCHEDULE AND SUPERVISION

- 5.01 The Subcontractor shall provide a competent person (the "Representative") to supervise and co-ordinate the Work at all times; provided that the Representative and the Work shall at all times be subject to the control and direction of the Builder. Any instruction or directions given by the Builder to the Representative shall be deemed to be given to the Subcontractor for the purpose of this Contract.
- 5.02 The Subcontractor agrees to complete each and every portion of the Work on or before the time or times specified by the Builder from time to time. If the Subcontractor fails to complete any such portion before the date specified by the Builder, the balance of the Work to be performed under the Contract may be cancelled at the option of the Builder. In any event the Subcontractor shall be liable to the Builder for any loss, damage or claim suffered by the Builder which results from the Subcontractor's failing to complete any portion of the Work on a timely basis or which results from the Builder having cancelled the balance of the Work under this paragraph.
- 5.03 The Subcontractor covenants and agrees to use such materials as may be specified by the Builder from time to time for the performance of the Project and its obligations hereunder.

## 6. PRIOR WORK

- 6.01 Prior to commencement of the Work, the Subcontractor shall ensure that all prior work has been properly completed in a manner which will permit the Subcontractor to complete the Work in accordance with the provisions hereof and the Subcontractor shall immediately give notice in writing to the Builder of any error or omission or deficiency or information which would prevent or hinder the Subcontractor from performing its obligations hereunder. By commencing the Work, the Subcontractor shall be deemed to have accepted all prior work and the Subcontractor shall be responsible for any defects in the Work, whether resulting from any prior work or otherwise.
- 6.02 The Subcontractor shall not cut, dig, box or sleeve any structural member so as to endanger any existing work or alter any work performed by any other contractor or subcontractor except with the Builder's written consent.

## 7. CHANGES AND EXTRAS

- 7.01 If the Subcontractor or Builder desires to change the Work in any respect whatsoever, and in the case of the Builder it so notifies the Subcontractor initially orally and later in writing, which later notification in writing shall not delay implementation of the change in the Work, the Subcontractor shall obtain from the Builder a Notice of Change prior to proceeding with any such change. The Builder shall not be liable for the cost of any such change if the Subcontractor has failed to obtain such a signed Notice of Change from the Builder.
- 7.02 Prior to commencing work on any portion of the Work the Subcontractor shall review the plans, drawings and specifications in respect of such portion to determine whether any change in the Work or in any work done or to be done by any other contractor or subcontractor is necessary to be done in order for the Site Subcontractor to perform its obligation hereunder. If the Subcontractor determines that any such change should be done it shall only be done if the Site Superintendent approves it in writing. If any change reasonably could have been seen as necessary by the Subcontractor and was not requested by the Subcontractor prior to commencing work on any portion of the Work, the Subcontractor shall be liable at its own expense to make any such change which is subsequently required in respect of that portion of the Work.
- 7.03 The value of any change in the Work performed by the Subcontractor in accordance with such a signed Notice of Change from the builder pursuant to paragraph 7.01 hereof shall be determined by one or more of the following methods or combination of such methods as determined by the Builder:
- (a) by estimate by the Subcontractor and acceptance by the Builder in writing of a lump sum;
  - (b) by unit prices set out in the Contractor subsequently agreed upon; or
  - (c) by cost plus a fixed or percentage fee.

## 8. COMPLIANCE WITH LAW

- 8.01 The Subcontractor shall fully comply with all applicable federal, provincial and municipal law, codes, regulations and standards whether now in effect or hereinafter imposed and shall pay all levies or amounts and obtain all permits required in connection with unemployment insurance, vacation pay, welfare, worker's compensation and any other employee benefits required to be paid, remitted or retained or obtained in respect of any employee of the Subcontractor in respect of its performance of the Work.

## 9. TAXES

- 9.01 The Subcontractor represents, warrants, acknowledges and agrees that all customs duties on materials or goods supplied in the performance of this Contract or on components of such goods, and all excises and taxes on property or services or on persons in connection with the ownership, use, consumption or transfer thereof, whether in the nature of a sales tax, value added tax or otherwise, levied or imposed by Canada, a province of Canada, municipality or other political subdivision thereof or any authority competent to do so, will have been duly and timely paid prior to or in the course of performance of this Contract as the laws governing such levies, imposts and taxes may require; and that no such levies, imposts and taxes will or can be required to be paid by the Builder or will be a charge upon any property or assets of the Builder. In addition and further to any other right or remedy of the Builder hereunder, the Subcontractor agrees to indemnify and save harmless the Builder completely for all losses, damages, costs or expenses including interest, fines or penalties and forfeitures, resulting from the nonpayment or late payment of any such levies, imposts and taxes. This paragraph 9.01 is not intended to apply to income or profits taxes of the Subcontractor or the Builder.

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- 10. INSURANCE**  
10.01 Without restricting the generality of paragraph 11.02, the Subcontractor shall provide, maintain and pay, either by way of a separate policy or by an endorsement to its existing policy:
- (a) comprehensive general liability insurance in the joint names of the Subcontractor and the Builder with limits of not less than five million dollars (\$5,000,000) per individual occurrence for bodily injury death and damage to property, including loss of use thereof arising from or in anyway relating to the Work;
  - (b) automobile liability insurance in respect of licensed vehicles used in connection with the Work with limits of not less than five million (\$5,000,000) per individual occurrence for bodily injury, death and damage to property; and
  - (c) all risks builders property insurance in the joint names of the Subcontractor and the Builder, insuring the full value of the Work.
- 10.02 The duration of each insurance policy referred to in paragraph 10.01 shall be from the date of commencement of the Work until the Expiry of Term pursuant to paragraph 22 hereof or until twelve months after the date of receipt by the Builder of the final invoice for the Work, whichever shall last occur.
- 10.03 The Subcontractor shall provide the Builder with evidence of all insurance referred to in paragraph 10.01 prior to the commencement of the Work which is satisfactory to Builder.
- 10.04 All insurance policies shall contain an endorsement to provide all named insured with prior notice of changes and cancellations. Such endorsement shall be in the following form:
- "It is understood and agreed that the coverage provided by this policy limited to this Contract will not be changed or amended in any way nor cancelled until 30 days after written notice of such change or cancellation shall have been given to all named insured".
- 10.05 If the Subcontractor fails to provide or maintain insurance as required herein, then the Builder will have the right to provide and maintain such insurance at the expense of the Subcontractor and the costs and expenses incurred in connection therewith may be deducted from any payment required to be made by the Builder to the Subcontractor hereunder. Any such costs or expenses which exceed any amount owing to the Subcontractor hereunder shall forthwith be paid by Subcontractor, on demand, to the Builder.
- 11. DAMAGE TO SITE**  
11.01 The Subcontractor shall be liable for any loss, claim or damage caused at the Site or any adjacent property by its employees, agents and/or suppliers including, without limitation, damage caused to pegs and markers, trees, curbs or roads, equipment, sod, sewers, power lines, pipes, buildings and all structures and things. In the event of any such damage, the Builder may make such repairs as it deems necessary and may deduct the cost of such repairs from any amount owing to the Subcontractor hereunder. If the cost of such repairs exceeds any amount owing to the Subcontractor hereunder the Subcontractor shall, on demand, pay to the Builder an amount equal to the difference by which such cost of repairs exceeds any amount owing hereunder.
- 11.02 If the Subcontractor causes any loss or damage to any other contractor or subcontractor, the Subcontractor agrees to indemnify and save harmless the Builder from any loss or damage of any nature whatsoever occasioned by any claim by such contractor or subcontractor in respect thereof and the Builder may require the Subcontractor to defend any suit or action by such contractor or subcontractor against the Builder at the Subcontractor's expense.
- 11.03 The Builder shall not be liable for loss or damage to the work in the Agreement, until after the final acceptance of the work by all authorities having jurisdiction over it and signed Completion Certificate and the Builder shall not be liable for loss of damage to materials, tools, etc., of the Subcontractor used in its construction, caused by water, wind, acts of God, theft, or other causes.
- 12. ACCESS TO SITE**  
12.01 Pursuant to arrangements made with the Builder, the Subcontractor shall be responsible for the access of its trucks or other vehicles to the Site and for the stock-piling of its materials.
- 13. TESTS AND INSPECTION**  
13.01 The Builder shall be entitled at any time and from time to time to conduct such tests and inspections as may be necessary to ensure compliance with the terms hereof and all applicable federal, provincial and municipal law, codes, regulations and standards. If any such test or inspection discloses any failure to comply, the Subcontractor shall be liable for all costs of such testing or inspection and shall, at its own expense, perform such work and supply such materials as is required to effect compliance. The Builder may hold back such amounts payable to the Subcontractor which, in the opinion of the Builder, are sufficient to ensure the performance of the obligations of the Subcontractor under this paragraph 13.01.
- 14. CLEANUP**  
14.01 The Subcontractor shall, at its own expense, keep the Site free of accumulation of waste material and debris and shall remove the same on a daily basis to a location designated by the Builder and upon completion of the Work. In the event of any failure by the Subcontractor to perform its obligations under this paragraph 14.01, the Builder may cause such waste material and debris to be removed from the Site and the Subcontractor shall be liable for the costs of such removal which may be subtracted by the Builder from any amount owing to the Subcontractor hereunder and if such costs exceed any amount owing then they shall forthwith be paid by the Subcontractor, on demand, to the Builder.
- 15. DEFAULT**  
15.01 In the event of any failure to perform or deficiency or defect in the performance of any obligation of the Subcontractor hereunder, or if there shall occur at any time an act or event of bankruptcy or insolvency (as defined or provided for in any applicable statute) of the Subcontractor, or if any proceedings, either voluntary or involuntary, are commenced by or against the Subcontractor under any law relating to the bankruptcy, insolvency, liquidation, dissolution or winding-up of the Subcontractor, or if any receiver, receiver and manager, trustee, custodian, liquidator, agent or similar official is appointed, judicially or by instrument, for or in respect of the Subcontractor or any of the property or assets of the Subcontractor, or if the Subcontractor or any of the property or assets of the Subcontractor become subject to any execution, sequestration or any other process of any court or to distress or any similar process, or if the Subcontractor fails to pay when due all rates and charges and all levies, taxes and imposts and resultant costs and expenses as contemplated by paragraph 9.01 hereof, then the Builder, at its sole option, and in addition to and without prejudice to any other right or remedy it may have, may do any or all of the following, namely:
- (a) cancel the balance of the Work to be done under this Contract and complete the Work;
  - (b) remedy any failure to perform or deficiency or defect in the performance of any obligation of the Subcontractor hereunder, all in such manner as the Builder may deem necessary;
  - (c) for the purpose of any such completion or remedy, take possession of the Subcontractor's materials, tools and equipment on the Site.
- The Subcontractor shall be liable for the costs of any such completion or remedy and for any claim made against the Builder or any other damage suffered by the Builder as a result of any default by the Subcontractor. The Builder may deduct such costs or damages or claim for damages from any amount owing to the Subcontractor hereunder all without the requirement of any written or other notice to the Subcontractor. If the costs of any such completion or other remedy exceed any amount owing hereunder to the Subcontractor, the Subcontractor shall forthwith on demand pay to the Builder an amount equal to the difference between the costs of such completion or remedy and any amount due hereunder. No failure of the Builder to, or forbearance of the Builder in, exercising any right or remedy in respect of any default shall constitute a waiver thereof or otherwise bar the subsequent exercise of such right or remedy.
- 15.02 A surcharge of 15%, with a minimum of \$25.00, shall be deemed to form part of any cost incurred by the Builder in completing the Work or remedying any failure to perform or deficiency or defect in the performance of any obligations hereunder to cover overhead and incidental expenses of the Builder.
- 16. SUB-SUBCONTRACTS**  
16.01 The Subcontractor agrees that it will incorporate all the terms and conditions of this Contract into all sub-subcontracts or agreements it enters into with its sub-subcontractors.
- 16.02 The Subcontractor agrees that it shall be fully liable to the Builder for any act or omission of the sub-subcontractor or of any person or persons directly or indirectly employed or contracted with by it.
- 16.03 Nothing contained herein or any sub-subcontract shall create any contractual relationship between any sub-subcontractor and Builder.
- 17. NON WAIVER**  
17.01 No waiver by either the Builder or the Subcontractor of any term or provision of this Contract or any breach or default by the other party under this Contract shall be binding unless in writing. Any such waiver shall not be deemed a continuing waiver and the failure of such party to enforce, at anytime, for any period of time, any term or provision hereof shall not be construed as a waiver of such term or provision or of the right of such party to enforce such provision thereafter.
- 18. PAYMENTS TO SUB-SUBCONTRACTORS**  
~~18.01 Subject to any holdback requirements, the Builder shall be entitled to pay any outstanding past due obligation of the Subcontractor to any sub-subcontractor by cheque or cheques made payable to the Subcontractor and the sub-subcontractor or employee owed such obligation and any such payment shall apply as a payment to the Subcontractor~~ 
- 19. EMPLOYEES**  
19.01 Upon the request of the Builder, the Subcontractor shall supply the Builder with a list of the names and addresses of all employees of the Subcontractor.
- 19.02 Upon the request of the Builder, the Subcontractor shall refuse to employ or shall discontinue the employment of any person whose work performance is not satisfactory to the Builder or whom the Builder reasonably believes might adversely affect the interests of the Builder or others associated with the Site and/or Project.
- 19.03 Upon the request of the Builder, the Subcontractor shall supply the Builder with a copy of any collective agreement between the Subcontractor and any trade union.
- 19.04 Upon the request of the Builder, the Subcontractor shall enter into such agreements and take such actions as the Builder determines are necessary to avoid or to resolve any Work stoppage, Work slowdown or other labour dispute which would result in delay or expense to the Builder or others associated with the Site and/or Project.
- 19.05 Upon the request of the Builder, the Subcontractor shall dismiss any workman or employee who comes to work with beer or liquor on his breath, or who is intoxicated in any way, and/or brings any intoxicating beverages onto the job site.
- 19.06 The Sub-Contractor shall co-operate with the Builder in avoiding labour disputes and shall employ only men whose work and presence shall be acceptable to other workmen employed at the site. The Sub-Contractor shall at no time employ men at a wage that contravenes any applicable schedule made pursuant to the Industrial Standards Act or The Minimum Wage Act.
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**20. FORCE MAJEURE**

20.01 If performance by the Subcontractor of its obligations hereunder is prevented or delayed due to any cause or contingency beyond its reasonable control, the Builder may cancel the balance of the Work to be performed under the Contract and may withhold from any payment due to the Subcontractor hereunder such moneys as the Builder may determine are sufficient and reasonable to cover the cost of performing such remaining Work and to adequately protect the Builder from claims.

**21. PATENTS, LICENCES, ETC.**

21.01 The Subcontractor agrees to pay all royalties and patent license fees required for the performance of the Work and shall indemnify and save the Builder harmless from and against all losses, damages or claims arising out of any actual or alleged infringement of any patent by the Subcontractor.

**22. EXPIRY OF TERM**

22.01 If the Contract term has expired and the Subcontractor has not commenced Work under the Contract because the Builder has not authorized the Work to be commenced then the Contract shall have expired and the parties shall have no rights or claim of any kind against each other.

22.02 If the Contract term has expired and the Subcontractor has performed part of the Work under the Contract in circumstance where the Work has been commenced but not completed on all of the lots, then, subject to the Builder exercising its rights under paragraph 5.02 in the event such non-completion is the fault of the Subcontractor, the Subcontractor shall complete the rest of the Work under the Contract as if the Contract had not expired within 45 days of the stated expiry date of the Contract upon the written direction of the Builder to the Subcontractor to do so delivered to the Subcontractor within five business days of the expiry date:

03 If the Contract term has expired and the Subcontractor has not commenced Work under the Contract on some lots then at the option of the Builder either (i) the remaining lots upon which the Work has not been commenced by the Subcontractor for any reason whatsoever shall be deemed to have been deleted from the Contract and the parties shall have no rights or claim of any kind against each other in respect of such remaining lots; or (ii) the Subcontractor shall complete the Work on the remaining lots and on all other lots as if the Contract has not expired within 45 days of the stated expiry date of the Contract; which option shall be exercised in writing by the Builder delivered to the Subcontractor within five business days of the expiry date failing which option (i) shall be deemed to have been exercised.

22.04 In the event of the Builder requesting and the Subcontractor agreeing to complete Work within a stated number of days as herein provided, the term of the Contract shall thereby be deemed to have been extended by that number of days for all purposes under this Contract.

**~~23. BONDS~~**

~~23.01 Prior to any payment hereunder, the Builder may require the Subcontractor to provide and maintain in good standing, bonds covering the faithful performance of the obligations of the Subcontractor hereunder including, without limitation, the requirements of all warranties.~~

**24. WORKERS' COMPENSATION**

24.01 If the Subcontractor employs any person or, persons for the purpose of performing its obligations hereunder it shall produce and file with the Builder a "letter of good standing" (as that term is defined in the Workers' Compensation Act (Ontario) ) from the Workers' Compensation Board and the Builder need not make payments owing to the Subcontractor under the Contract until such letter is filed or, if it is filed but then expires, until a replacement "letter of good standing" is filed. If such letter is not filed, the Builder may fulfill the Subcontractors obligation under the Worker's Compensation Act (Ontario) at the Subcontractor's expense.

**25. NOTICE**

25.01 All notices and other communications required or permitted to be given hereunder shall be in writing; if mailed by pre-paid first class mail they shall be deemed to have been received three business days after the post marked date thereof and if a mailing hereunder is interrupted by a postal strike, three business days after the strike is over; if telegraphed or telexed they shall be deemed to have been received three business hours following dispatch thereof or they may be delivered by hand to an adult person during normal business hours at a business address of the Subcontractor. Notice of change of address for notice shall be governed by this paragraph 26.01.

**26. MISCELLANEOUS**

26.01 This Contract shall be binding upon and ensured to the benefit of the Builder, its successors and assigns and the Subcontractor and its successors and permitted assigns, provided that this Contract may not be assigned in whole or in part by the Subcontractor without the prior written consent of the Builder.

26.02 This Contract shall be deemed to have been made in and shall be governed by and construed in accordance with the laws of the province of Ontario and the laws of Canada applicable therein and the Builder and the Subcontractor agree that the courts of Ontario shall have non-exclusive jurisdiction to entertain any action in respect of this Contract.

26.03 Time shall be of the essence of this Contract.

26.04 Unless the context otherwise requires, the singular shall include the plural and the plural the singular and the masculine shall include the feminine.

06.05 No party to this agreement shall be liable for any representation or warranty that may have been made or given by any party hereto or any agent or representative thereof, whether intentional, negligent or otherwise, in respect of this Contract or the subject matter of this Contract, other than those representations and warranties which have been expressed in writing in this Contract.

26.06 The builder reserves the right to interpret plans and specifications as to their true intent and meaning, and the builder's decision on all matters in this respect shall be deemed final and binding.

**27. SAFETY**

27.01 The Subcontractor is responsible to ensure that his company is in full compliance with all rules and regulations according to the occupational health and safety act and regulations for construction projects.

**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.

*[Handwritten signature]*

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:

THIS IS A "SUPPLY AND INSTALL" CONTRACT, ALL WINDOWS TO BE INSTALLED BY THIS SUB CONTRACTOR.

1. To provide quality compression magnetic stripping to all exterior doors.
2. WINDOWS ARE TO BE WITHIN 1-1/2" OF SPECIFIED SIZES AS PER WORKING DRAWINGS, THIS SUB-CONTRACTOR WILL BE RESPONSIBLE FOR ANY AND ALL COSTS RELATED TO RECTIFYING ANY IMPROPERLY SHIPPED AND INSTALLED WINDOWS
3. Deliveries to be made on a complete per lot basis, partial deliveries will not be accepted and errors in deliveries to be corrected immediately at subcontractor cost. Builder will not be held responsible for incorrect deliveries.
4. This contractor to meet with the site superintendent prior to the job starting to discuss the siting requirements which may or may not allow the installation of the garage man doors, garage man doors will be ordered on a PO basis.
5. The subcontractor shall replace all defective glass at ~~no~~ cost to the builder, or home owner for two years from ~~closing~~. *INSTALLATION*
6. All screens are to be supplied and installed on a per lot basis as scheduled by the site superintendent.
7. This contractor to provide the following as noted on the approved working drawings. As per "Package A1"
8. All window sizes as shown on approved drawings
9. REAR PATIO DOOR / GARDEN DOOR TO BE INCLUDED IN THIS CONTRACT.
10. All thermo-pane VINYL CASEMENT WINDOWS WITH **MULTIPOINT HARDWARE THROUGHOUT FOR 2" X 6" WALL CONSTRUCTION**, WITH BARS on FRONT ELEVATION ONLY unless otherwise stipulated on drawings. All non-opening windows to be thermo glazed.
11. All bay windows to have at least one operating window.
12. Frames (except for garage) are to be as per approved drawings with extended sill where required.
13. Sidelights and fixed lights to be insulated clear glass, low E argon.
14. **FRONT ELEVATIONS TO HAVE COLONIAL BARS AS PER PLAN.**
15. Front entry door to be steel insulated with glass inserts with colonial bars as per drawings. Rear entry French Doors to be steel insulated with glass insert, insert to be as per plans.
16. Garage door frames are to be wood with wood brick mould.
17. Provide template to site for bay windows.
18. Provide all round, square louvers, half rounds etc. as indicated on drawings.
19. This subcontractor to provide all wood arches and cambers.
20. This subcontractor agrees to supply sufficient labor, materials and equipment as to proceed with the contractors construction schedule without delay. (10 units per week)
21. All prices to exclude H.S.T.

**.SCHEDULE "A" TO CONTRACT #BEDP150-6027-20**  
**WINDOWS & DOORS – CODE 6027**  
**PROJECT: GREEN VALLEY EAST – Lot 150**

22. Subcontractor to pick-up and remove all debris related to his work and deposit into builder's bin.
23. No substitutions of any material or equipment without written authorization from builder
24. Subcontractor shall be responsible for any costs incurred by the builder due to the subcontractor being removed from site in regards to noncompliance with the Ontario Health and Safety Requirements and all other safety standard agencies.
25. All materials are to be guaranteed against defects in materials and workmanship for a period of two years.
26. Subcontractor shall replace all ramps, temporary railings, handrails, guardrails, covered openings etc. that their forces remove because of completing their work. If the above procedure is not adhered to, the subcontractor will be immediately removed from the job site and any cost/damages incurred will be back charged to the subcontractor at builders discretion.
27. It is also the subcontractor's foreman's responsibility to check the "Builders Portal" before any work is started on any house to check for any changes, upgrades or special instructions. The "Builders Portal" will be available to every sub-trade at any time online or from the site trailer. Each subcontractor will receive a code to access the portal.
28. 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 all safety standard agencies. (Eg. W.C.B.)
29. 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.
30. The latest revisions to the TARION, O.B.C. and N.B.C. will be in effect on this project.

ALL PRICES FIRM UNTIL: \_February 21,2021\_\_\_\_\_. HST IS TO BE SHOWN SEPERATELY.

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 [AMINATEL@BWHOMES.CA](mailto:AMINATEL@BWHOMES.CA)

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

|                       |                                                                    |
|-----------------------|--------------------------------------------------------------------|
| COMPANY NAME:         | Newmar Window Manufacturing Inc.                                   |
| COMPANY PHONE NUMBER: | 905-672-1233                                                       |
| COMPANY EMAIL:        | <a href="mailto:fstanghieri@newmar.com">fstanghieri@newmar.com</a> |
| CONTACT NAME:         | Franco Stanghieri                                                  |
| DATE SUBMITTED:       | February 21, 2020                                                  |

*Handwritten signatures and initials in blue ink.*

| Green Valley East - Lot 150 |        |          |  |           |        |                |
|-----------------------------|--------|----------|--|-----------|--------|----------------|
| NOTES                       | MODEL  | MODEL    |  | ELEVATION | SQ.FT. | CONTRACT PRICE |
|                             | TYPE   | NAME     |  |           |        |                |
| Lot 150L                    | SD30-1 | Sedona 1 |  | C         | 2366   | \$6,390.00     |
| Lot 150R                    | SD30-1 | Sedona 1 |  | C         | 2366   | \$6,390.00     |

Handwritten signatures and initials in blue ink.