

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 on 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  
Rock Concrete Forming Ltd.  
935 Winston Churchill Blvd  
Mississauga, Ontario  
L5J 4P2  
Tel: (905)-822-9041  
Attn: John

Terms of payments: STANDARD

Project:  
Alcona Shores Phase 2

Contract Number:  
ASP2-6015-18

Code Number:  
6015 - Foundation

Date:  
March 19, 2021

Expiry Date:  
Dec 31, 2021

| Description -- House Type -- Unit Price                                                                                                                                            |  | Total Price |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------|
| Prices and Specifications as per attached schedules.                                                                                                                               |  |             |
| All invoices to be addressed to:                                                                                                                                                   |  |             |
| <b>ALCONA CAPITAL PROPERTIES INC.</b>                                                                                                                                              |  |             |
| Construction Trailer Contacts:                                                                                                                                                     |  |             |
| Site Super: Bruno Galati                                                                                                                                                           |  |             |
| Cell : 416 697-2534                                                                                                                                                                |  |             |
| Sandy Balugas Email: <a href="mailto:sbalugas@bwhomes.ca">sbalugas@bwhomes.ca</a>                                                                                                  |  |             |
| To access our builder portal go to:<br><a href="https://bstapps.com/bayview/portal/BulderPro/BPVendorLogin.php">https://bstapps.com/bayview/portal/BulderPro/BPVendorLogin.php</a> |  |             |
| To retrieve your login details please click "forgot password" and<br>Insert the email address associated with our portal.<br>Go to "Alcona shores ".                               |  |             |
| For Portal Support or setup a new login please contact:<br><a href="mailto:support@buildersit.com">support@buildersit.com</a> or call 1-877-788-9988                               |  |             |

(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 Purchaser's 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 this 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 C.M.H.C. 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 Superintendent 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.

#### 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 not 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 purposes 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 1.5%, 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.

**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 circumstances 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.

22.03 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 25.01.

**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 contract otherwise requires, the singular shall include the plural and the plural the singular and the masculine shall include the feminine.

26.05 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 representatives 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.

**SCHEDULE "A" TO CONTRACT #ASP2-6015-21  
FOUNDATIONS & WRAP – CODE 6015  
PROJECT: AICONA SHORES – PHASE 2**

**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. Supply concrete as per specifications.
2. Concrete pumps to be included in this contract, supplied by the contractor.
3. Pour 15 MPA (minimum) concrete footing, including step footings, (footing keys to be a minimum of 50 mm. in depth). Remove all loose and excavated material from within the footing forms prior to placing of concrete. Pour top of column pads 2" below top of wall footing. Size of column pads and footings as per drawings.
4. All footings to be cleaned prior to pouring of foundation walls.
5. Form and pour 15 MPA (wall mix as per O.B.C) concrete to foundation walls in accordance with working drawings. All Basement and Garage walls to be poured to FULL 7' 10" HEIGHT. All basement walls are to have a veneered key at the top in order that the sill plate is positioned higher than the first course of brick. This key is to be completed with the 2x4 on the inside of the wall and the 2x6 on the outside of the wall. The formwork required for this key is to be supplied by the Subcontractor. Form and Pour wing walls as indicated on the drawings.
6. **Basement Height to be Standard 9' (foot) on all 45' and 48" lots (LOTS 1-11).**
7. Plans which show a laterally unsupported wall area, requiring the installation of reinforcing steel bars and 20MPA concrete to that section, to be included in this contract.
8. Rain guard required in Singles ONLY – See attached drawing. Price separately as Extra.
9. Where the working drawings specify a load bearing partition to support a lowered area above, the subcontractor shall provide for an 8" wide by 10" high curb wall in lieu of the partition or as per plans. This curb wall to be installed on top of the footing already provided.
10. Admixtures to concrete shall not be used at any time without the express approval of the builder.
11. Forms to be free from concrete and other matter with fair faces and firm edges, oiled with an approved agent before being installed.
12. Allow cut-out depths in walls where required for garage doors or entry doors as directed by site super.
13. Set basement windows and/or door frames (plumb and square) that are supplied by builder.
14. Supply and install all sleeves, inserts, hangers or vents in position designated by the site superintendent or plans.
15. Concrete shall be compacted in an approved manner at the point of deposit and around the freshly placed concrete. Supplement vibration with hand spading, puddling, and roding to secure even and dense concrete. The resilient surface shall not show evidence of aggregate separation or a honey comb effect.
16. Immediately after removal of forms, cut off all tiles, nails or other metal back to a depth of 1" from the surface of concrete and make good with mortar mix or brush coat compound.
17. All honeycombing and other surface defects shall be made good with mortar of the same proportions as the surrounding work
18. Supply and apply cement with a brush coat finish on foundation walls exterior surface above grade.
19. Supply and install anchor bolts, washers and nuts (maximum 8'0" O.C. & minimum 2" O.C.) above top of wall.

**SCHEDULE "A" TO CONTRACT #ASP2-6015-21  
FOUNDATIONS & WRAP - CODE 6015  
PROJECT: AICONA SHORES - PHASE 2**

20. Remove all fins and projections to concrete surface that are to be left exposed or are to receive a finish and carefully prepare all cavities and depressions to a depth of, or not less than 1". Fill all such cavities, holes or other blemishes with mortar mix and/or surface brush coat
21. Contractor shall be responsible for any damages incurred because of improper placement of weeping tile including vertical connections to window wells.
22. All cuts and veneers are the responsibility of this subcontractor.
23. Subcontractor shall be responsible to ensure that there is adequate labor, materials and equipment on site to proceed with contractors construction schedule without delay.
24. Supply and install "DELTA MS type, Plastic/Vinyl Membrane" or equivalent type waterproofing membrane system. Subject to municipal requirements.
25. Supply and install a filter cloth drain tile with a stone cover of 6" minimum around basement walls on undisturbed or well compacted soil so that the tip of tile is below the bottom on the floor slab. If required or as directed by the site supervisor, include all vertical connections to window wells using a filter cloth drain tile. The above operations must be completed within (2) two days following the stripping of the forms
26. This contractor shall warrant the home free of foundation leaks due to water penetration for a period of two years from the closing date. (THIS CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR THE LEAK ONLY, NOT THE CRACK OF THE FOUNDATION WALL)
27. All work in accordance with ONHWP, O.B.C., N.B.C. and the municipality having jurisdiction.
28. This Subcontractor agrees to rectify any deficiency within five (5) working days after notification of items.
29. This Subcontractor shall be responsible for all cleaning relative to his work and deposit in the garbage container provided by the bullder.
30. Subcontractor shall form and pour concrete pilasters for steel beam supports in basement as indicated on drawings. Beam fill shall be completed when scheduled by Site Superintendent.
31. This subcontractor shall take every precaution to ensure that variations in level on the top of foundation walls do not exceed one inch, and will assume full responsibility for the cost of rectifying and level variations exceeding one inch. Any extra charges from carpenter because of excessive variations to line will be back charged to the subcontractor.
32. It shall be the responsibility of the subcontractor to obtain location from site superintendent where concrete trucks shall enter to prevent damage to curbs, and any cost shall be borne by the subcontractor, for any damaged caused by concrete trucks.
33. Supply and install pockets in garages for future concrete grade beams by others.
34. This subcontractor will take every precaution to ensure that foundation walls are straight and true and that any variation in line from corner to corner do not exceed one inch, and will assume full responsibility for the cost of rectifying any variations exceeding this figure. If notified prior to backfilling.
35. This subcontractor warrants that he will repair any foundation walls (method at builders discretion) found to leak within two years from date of occupancy. (NO EXCEPTIONS)
36. Additional charges for additional concrete because of full height garages and base conditions to be submitted with a purchase order and/ or completion slip.
37. All concrete footings and /or foundation walls to be poured in one continuous operation without exceptions.
38. During winter construction, remove existing straw from footing forms and replace it after footings have been poured ensure adequate protection to poured footings and walls to avoid frost penetration.

**SCHEDULE "A" TO CONTRACT #ASP2-6015-21  
FOUNDATIONS & WRAP – CODE 6015  
PROJECT: AICONA SHORES – PHASE 2**

39. Subcontractor to pay for one wall and footing concrete test per 10 houses as per Builders request.
40. All Prices exclude H.S.T.
41. Owner will **NOT** be responsible for damage or stolen materials unless installed on house.
42. No substitutions of any material or equipment without written authorization from builder.
43. Subcontractor shall be responsible for any costs incurred by builder due to being removed from site in regards to noncompliance with the Ontario Health and Safety Requirements and all other safety standard agencies.
44. Subcontractor shall replace all ramps, temporary railings, handrails, guardrails, covered openings etc. that your forces remove as a result of completing your work. If the above procedure is not adhered to, Subcontractor will be immediately removed from the job site and any cost/damages incurred will be back charged to the subcontractor at builders discretion.
45. It is also your job 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. Each subcontractor will receive a code to access the patrol.
46. 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.)
47. 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.
48. The latest revisions to the TARION, O.B.C. and N.B.C. will be in effect on this project.

49.

**EXTRAS PRICES**

- |    |                                               |              |
|----|-----------------------------------------------|--------------|
| 1. | Summer concrete (dates) April 16-October 31   | / m3.        |
|    | Footings                                      | /m3          |
|    | Walls including formwork                      | /m3.         |
|    | Bases                                         |              |
| 2. | Labour                                        | /hour        |
| 3. | Placement of reinforcing steel (4 bars total) | /line        |
| 4. | Price for upgrade to 9' high foundation walls | /linear foot |

ALL PRICES FIRM UNTIL: \_\_\_\_\_ 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:

COMPANY PHONE NUMBER:

COMPANY EMAIL:

CONTACT NAME:

*[Handwritten signature]*

SCHEDULE "A" TO CONTRACT #ASP2-6015-21  
FOUNDATIONS & WRAP -- CODE 6015  
PROJECT: AICONA SHORES -- PHASE 2  
DATE SUBMITTED:

A handwritten signature in black ink, appearing to be "R. Del" or similar, located in the bottom right corner of the page.

#### Scope of Work:

1. Remove loose or unsuitable material from between the footing forms as necessary, and excavate to required depths for column pads. Place concrete in footings (complete with key for walls) and concrete pads for columns. Formwork for footings and stripping of footings to be done by others. Exterior wall footings dimensions will be 22" x 6".
2. Form and place concrete in foundation walls. Ensure the finished foundation wall is plumb, straight and square and provide bracing as required. Walls to be 8" thick and 7'-10" high from top of the footings, as per information supplied by the Builder.
3. Concrete of 20MPa compressive strength at 28 days supplied by Rock Concrete Forming. Periodic tests confirming slump and compressive strength of concrete will be performed at Owner's expense. Supply of Concrete Pump is included in the price.
4. Any rebar to be installed is at an additional cost. Rebar to be supplied by others.
5. Supply and install anchor bolts at 4' on centre for wall, but no less than 2 bolts on any wall segment.
6. All brick veneers, up to 16", including the supply of all formwork material, are included in the lump sum prices.
7. Where a sunken floor occurs, the foundation wall is to have a reverse veneer as shown on the plans and/or as directed by the Builder.
8. Set basement windows in position and level windows as per architectural plans (windows supplied by others). Where grading permits and where directed by the Builder, set the basement windows fully in the concrete foundation wall.
9. Properly fill all rod holes or snap-ties and make watertight to industry standards. Also make good around sleeves in walls before damp-proofing.
10. Damp-proofing with spray and wrap exterior of basement walls up to finished grade or as directed by the Builder.
11. Supply and install the weeping tile system, with 4" perforated pipe with sock and 6" of 3/4" clear stone coverage placed around the perimeter of the basement walls.
12. Brushcoating with white cement finish to exterior of exposed basement walls to be applied when directed by the builder but not later than the commencement of sodding works. Brushcoating will be \$100 per house.

#### Terms and Conditions:

1. All honeycomb rod holes and snap-ties are guaranteed against leakage for a period of 24 months from the closing date. Cracks are not warranted.
2. All float moves for less than three houses will be at an additional cost.
3. It is the responsibility of the Builder to provide a machine operation on site.
4. Prices do not include HST.
5. Winter price shall apply from November 1st to April 15th only.
6. Prices valid until November 1, 2021.
7. Payment Term - 30 days from date of Invoice.
8. Overdue accounts are subject to charges of 2% per month (24% per annum).

#### Scope of Work:

1. Remove loose or unsuitable material from between the footing forms as necessary, and excavate to required depths for column pads. Place concrete in footings (complete with key for walls) and concrete pads for columns. Formwork for footings and stripping of footings to be done by others. Exterior wall footings dimensions will be 22" x 6".
2. Form and place concrete in foundation walls. Ensure the finished foundation wall is plumb, straight and square and provide bracing as required. Walls to be 10" thick and 9'-0" high from top of the footings, as per information supplied by the Builder.
3. Concrete of 20MPa compressive strength at 28 days supplied by Rock Concrete Forming. Periodic tests confirming slump and compressive strength of concrete will be performed at Owner's expense. Supply of Concrete Pump is included in the price.
4. Any rebar to be installed is at an additional cost. Rebar to be supplied by others.
5. Supply and install anchor bolts at 4' on centre for wall, but no less than 2 bolts on any wall segment.
6. All brick veneers, up to 16", including the supply of all formwork material, are included in the lump sum prices.
7. Where a sunken floor occurs, the foundation wall is to have a reverse veneer as shown on the plans and/or as directed by the Builder.
8. Set basement windows in position and level windows as per architectural plans (windows supplied by others). Where grading permits and where directed by the Builder, set the basement windows fully in the concrete foundation wall.
9. Properly fill all rod holes or snap-ties and make watertight to industry standards. Also make good around sleeves in walls before damp-proofing.
10. Damp-proofing with spray and wrap exterior of basement walls up to finished grade or as directed by the Builder.
11. Supply and install the weeping tile system, with 4" perforated pipe with sock and 6" of 3/4" clear stone coverage placed around the perimeter of the basement walls.
12. Brushcoating with white cement finish to exterior of exposed basement walls to be applied when directed by the builder but not later than the commencement of sodding works. Brushcoating will be \$100 per house.
13. S32 and S39 models have 7'-10" walls.

#### Terms and Conditions:

1. All honeycomb rod holes and snap-ties are guaranteed against leakage for a period of 24 months from the closing date. Cracks are not warranted.
2. All float moves for less than three houses will be at an additional cost.
3. It is the responsibility of the Builder to provide a machine operation on site.
4. Prices do not include HST.
5. Winter price shall apply from November 1st to April 15th only.
6. Prices valid until November 1, 2021.
7. Payment Term - 30 days from date of Invoice.
8. Overdue accounts are subject to charges of 2% per month (24% per annum).



935 Winston Churchill Blvd. Mississauga, ON L5J 4P2 Tel: (905) 822-9041 Fax: (905) 822-9047

## QUOTATION #1542

To: Andy Minatel  
Bayview Wellington Homes  
111 Creditstone Road  
Concord, ON L4K 1N3  
Tel: (905) 695-0661  
Fax: (905) 669-2049  
Cell: (416) 697-1593  
eMail: aminatel@bwhomes.ca

Date: March 12, 2021

Project: Alcona Shores Phase 2, Innisfil - 45-48ft Lots - Rev

We are pleased to present you our Quotation for the supply of labour and materials, wall forms, tools, tackle, plant equipment, transport, taxes and insurances necessary to complete all FOUNDATION WALL WORK as per the attached Scope of Work.

### Schedule of Rates:

| Model Number  | Elevation | Model Name | Summer Price | Winter Price |
|---------------|-----------|------------|--------------|--------------|
| 1 S45-1       | AB        |            |              |              |
| 2 S45-2       | AB        |            |              |              |
| 3 S45-3       | A         |            |              |              |
| 4 S45-3       | B         |            |              |              |
| 5 S45-4C      | A         |            |              |              |
| 6 S45-4C      | B         |            |              |              |
| 7 S48-1       | AB        |            |              |              |
| 8 S48-2       | AB        |            |              |              |
| 9 S48-3       | AB        |            |              |              |
| 10 S32-7-15G  | AB        |            |              |              |
| 11 S32-8-15G  | AB        |            |              |              |
| 12 S32-9-15G  | AB        |            |              |              |
| 13 S32-10C-15 | A         |            |              |              |
| 14 S32-10C-15 | B         |            |              |              |
| 15 S39-1      | AB        |            |              |              |
| 16 S39-2COR   | AB        |            |              |              |
| 17            |           |            |              |              |
| 18            |           |            |              |              |
| 19            |           |            |              |              |
| 20            |           |            |              |              |
| 21            |           |            |              |              |
| 22            |           |            |              |              |
| 23            |           |            |              |              |
| 24            |           |            |              |              |
| 25            |           |            |              |              |
| 26            |           |            |              |              |
| 27            |           |            |              |              |
| 28            |           |            |              |              |
| 29            |           |            |              |              |
| 30            |           |            |              |              |
| 31            |           |            |              |              |
| 32            |           |            |              |              |
| 33            |           |            |              |              |
| 34            |           |            |              |              |
| 35            |           |            |              |              |

### Extra to Contract:

Extra concrete for footings (/m3)  
Extra concrete for walls (/m3)  
Extra concrete for bases (/m3)  
Labour (/Hr)  
Concrete Pump (min. 4Hrs) (/Hr)  
Supply 3/4" Clear Stone (/tonne)  
Rebar Installation (/line)  
Increase the height of the wall from 7'-10" to 9'-0"  
Float move (while on site) (/each)  
Float move (to come on site for 1 or 2 units only) (/each)  
Extra Brick Ledge (/sf)  
Supply & place Util



935 Winston Churchill Blvd. Mississauga, ON L5J 4P2 Tel: (905) 822-9041 Fax: (905) 822-9047

## QUOTATION #1534

**To:** Andy Minatel  
Bayview Wellington Homes  
111 Creditstone Road  
Concord, ON L4K 1N3  
(905) 695-0661  
(905) 669-2049  
(416) 697-1593  
aminatel@bwhomes.ca

**Date:** March 5, 2021

**Project:** Alcona Shores Phase 2, Innisfil

We are pleased to present you our Quotation for the supply of labour and materials, wall forms, tools, tackle, plant equipment, transport, taxes and insurances necessary to complete all FOUNDATION WALL WORK as per the attached Scope of Work.

### Schedule of Rates:

| Model Number | Elevation | Model Name | Summer Price | Winter Price |
|--------------|-----------|------------|--------------|--------------|
| 1 TH-1       |           |            |              |              |
| 2 TH-2       |           |            |              |              |
| 3 TH-3       |           |            |              |              |
| 4 TH-4       |           |            |              |              |
| 5 TH-5       |           |            |              |              |
| 6 TH-6E      |           |            |              |              |
| 7 TH-7E      |           |            |              |              |
| 8 TH-8C      | A         |            |              |              |
| 9 TH-8C      | B         |            |              |              |
| 10 TH-9      |           |            |              |              |
| 11 TH-10     |           |            |              |              |
| 12 TH-11E    |           |            |              |              |
| 13 TH-12E    |           |            |              |              |
| 14 S32-1-10G | A         |            |              |              |
| 15 S32-1-10G | B         |            |              |              |
| 16 S32-1-12G | AB        |            |              |              |
| 17 S32-2-10G | A         |            |              |              |
| 18 S32-2-10G | B         |            |              |              |
| 19 S32-2-12G | A         |            |              |              |
| 20 S32-2-12G | B         |            |              |              |
| 21 S32-3-10G | A         |            |              |              |
| 22 S32-3-10G | B         |            |              |              |
| 23 S32-3-12G | A         |            |              |              |
| 24 S32-3-12G | B         |            |              |              |
| 25 S32-4-10G | AB        |            |              |              |
| 26 S32-4-12G | AB        |            |              |              |
| 27 S32-5-10G | AB        |            |              |              |
| 28 S32-5-12G | AB        |            |              |              |
| 29 S32-6-15G | AB        |            |              |              |
| 30           |           |            |              |              |
| 31           |           |            |              |              |
| 32           |           |            |              |              |
| 33           |           |            |              |              |
| 34           |           |            |              |              |
| 35           |           |            |              |              |

### Extra to Contract:

Extra concrete for footings (m3)  
Extra concrete for walls (m3)  
Extra concrete for bases (m3)  
Labour (Hr)  
Concrete Pump (min. 4Hrs) (Hr)  
Supply 3/4" Clear Stone (tonne)  
Rebar Installation (/line)  
Increase the height of the wall from 7'-10" to 9'-0"  
Float move (while on site) (/each)  
Float move (to come on site for 1 or 2 units only) (/each)  
Extra Brick Ledger (\$sf)  
Supply & place Ufill