

SCOPE OF WORK (SCHEDULE – A)
Painting & Wall Coverings

Supply all labour, material, equipment, permits, and pay taxes and fees necessary to complete this scope of work, as per Project plans, specifications, in the accordance with the requirements of the National & Ontario Building Codes, Tarion and all other authorities having jurisdiction. Work to be completed as and when required by the Site Manager and include, but not limited to the following:

It is the sole responsibility of the Subcontractor to check with the Contractor’s Site Manager prior to starting any house to verify the Contractor’s exterior colour designations and check instructions regarding structural changes, upgrades and colours. The Subcontractor accepts responsibility for any errors by not doing so.

NOTE: THIS SCOPE OF WORK SHALL NOT BE MARKED UP, MODIFIED, AND/OR CHANGED IN ANY WAY. CROSSING ITEMS OUT OR ADDING ITEMS IN SHALL AUTOMATICALLY DISQUALIFY YOUR PROPOSAL FROM CONSIDERATION.

SECTION 01: MOBILIZATION

- a) All costs associated with mobilization, transportation, machinery floats, etc..., are included in the contract price.
- b) If long term storage is required onsite the sub-contractor shall work with the site supervisor to ensure materials / items being stored are done in such a manner that does not interfere with the Contractor's activities on site.
- c) All rented items required to complete the work outlined herein is included in the contract price.
- d) All ladders, planks, walkways, scaffolding, lifting equipment, as well as all tools, hardware, tackle and materials required to complete the scope of work contained herein is included in the contract price.
- e) This Sub-Contractor must visit the site prior to commencing work. Any site conditions that could potentially effect, or hinder the progress or quality of this Sub-Contractor's work as per the Drawings, Directions, Site Instructions, or Governing Building Codes and Construction Standards must be reported to the Contractor in writing. If work commences and no such issues are raised by the Sub-Contractor, then it will be mutually agreed that the Subcontractor has accepted the site conditions “As-Is”.
- f) All work to be completed as per Contractor’s schedules, and as instructed by the Contractor.

SECTION 02 - MATERIAL / EQUIPMENT & HANDLING

- a) The Sub-Contractor will provide, care for, and manage all materials and equipment required to perform their scope of work in its entirety. This includes: Ensuring that equipment is in good working order, materials necessary to complete their work as per the Contractor’s schedule is delivered and available on time, safe guarding against theft, vandalism and damages, and that operators/drivers of equipment requiring specific licenses are properly trained and licensed to do so.
- b) The Sub-Contractor shall be responsible for all material handling including but not limited to: Loading, Unloading, Delivery Coordination, Quality Control Measures, Hoisting, etc...
- c) All materials are to be used as they are delivered. On-site storage and Stockpiling are not permitted. As such any Issues which may arise as a result of site logistics, weather, theft, or any damage to stored or stockpiled materials shall be the sole responsibility of the Sub-Contractor.
- d) The Sub-Contractor shall ensure that all material deliveries are carried out without obstructing the flow of traffic through the job site. Roads must remain accessible, and clean to all parties working/visiting the job site at all times. In the event that this is not possible, and the Sub-Contractor is required to obstruct the road to receive any of their deliveries, the Site Superintendent must be notified prior to the delivery taking place. Failure to notify the Site Superintendent of any potential road obstructions could result in the denial of service where the Sub-Contractor may be instructed to cease delivery operations immediately.
- e) All materials and equipment brought to the job site by this Sub-Contractor shall be insured by the Sub-Contractor.
- f) All equipment brought to the job site by this Sub-Contractor must have all required documentation with it and available upon request. Including: Ownership, Insurance, maintenance logs, operator information and license, etc...
- g) All waste, garbage, and debris generated buy this Sub-Contractor's work / activities shall be disposed off by the Subcontractor in the areas designated by the Site Supervisor. This shall be the sole responsibility of the Subcontractor. Any clean up, or debris removal work that must be completed by the Contractor on behalf of the Subcontractor shall be backcharged accordingly.

- h) It is the Subcontractor's responsibility to ensure that all products supplied be installed precisely per the manufacturer's specifications and requirements and suggestions. Any variance from these requirements should be discussed with the Builder before any installation. Any costs which arise due to Subcontractor's negligence of the above aforementioned shall be solely his responsibility. **THE SUBCONTRACTOR MUST ENSURE TOTAL KNOWLEDGE OF THE PRODUCTS BEING USED**

SECTION 04 - WINTER PROTECTION (SEASONAL ITEMS)

- a) All winter heat shall be supplied by this Sub-Contractor (if required). Should the Contractor at his own expense agree to Supply winter heat (propane/heaters) to the Sub-Contractor, the Sub-Contractor is required to maintain a log book of all propane bottles used by the Sub-Contractor for submission to the Contractor upon request.
- b) Tarping, covers, etc.. shall be the responsibility of the Sub-Contractor and included in the contract price, where and when required unless otherwise agreed in writing by the Contractor. Should the Contractor agree to provide tarping, covers, etc to the Sub-Contractor the Sub-Contractor must coordinate all installs and dismantling/removal.
- c) Weather conditions do not constitute a reason for delays in work. It is expected that in the event of "lost days" due to weather conditions, that the Sub-Contractor will make a valid and verifiable effort to ensure that the Contractor's schedules are not compromised by way of Weekend Work (when permitted), Overtime, and/or introducing additional labour/crews to "catch up" and make up for any lost days.

SECTION 05 - GENERAL CONDITIONS AND WARRANTY

- a) **ABSOLUTELY** no additional work is to be performed for potential, homebuyers without express written approval from Contractor's main office. The Subcontractor clearly understands and agrees that none of the Subcontractor's forces, directly employed or contracted, including suppliers, shall deal with the Project's Purchaser's regarding any business activity. Any requests of additional work or modifications made by a purchaser directly to the subcontractor shall be reported immediately to the contractor's head office and dealt with through the Contractor. The Subcontractor further understands and agrees that should the Subcontractor's forces engage directly with a purchaser, the Subcontractor will be terminated and be responsible and reimburse the Contractor for all monies lost by the Contractor as a result of such direct activity, as calculated by the Contractor.
- b) Work is to proceed in accordance with work schedules as provided by the Contractor.
- c) It is agreed by both parties of this contract that the terms and conditions of the Tarion New Home Warranty Program shall be included and form part of this contract. As such, this Subcontractor agrees to make themselves familiar with the quality standards required of him under this program especially the Tarion Performance Guidelines.
- d) All work must conform and be carried out in accordance with the Ontario Building Code, Local By-Laws, Tarion, CMHC, and as per all Plans, Drawings, Diagrams, Instructions, and Specifications provided.
- e) All work is to be carried out in accordance with the Contractor's schedules. No exceptions.
- f) All workmanship and Materials shall be warranted for a period no less than 2 (Two) years from the date that the home is occupied by the Contractor's client NOT date that the work was completed. The Tarion Warranty Corporation shall govern. Any items/deficiencies deemed Warrantable either the Contractor and/or the Tarion Warranty Corporation shall be the responsibility of this Sub-Contractor to correct.
- g) All shop drawings associated with this Sub-Contractor's work must be submitted to head office prior to commencing work.
- h) The Contractor reserves the right to inspect all vehicles (at his own discretion) entering or leaving the job site.
- i) All Sub-Contractors must sign in and out at the Contractor's construction office prior to commencing any work or before vacating the job site.
- j) Site parking will be controlled by the Site Superintendent. Parking of personal shall only be permitted in designated areas. Any damages caused to personal[y] owned vehicles or equipment shall not be the sole responsibility of the Sub-Contractor.
- k) It is understood that all Completion Slip numbers will be issued by the site construction office once a week and picked up at the site office on the Contractor's designated day only. Subcontractor must submit to the site office a written request for completion slips one week prior to the Contractor's issuance. Written request is to indicate the lots or items completed and declare that the work is 100% complete according to the contract. The request must

be signed by the Subcontractor's foreman. Completion slips will not be faxed to the Subcontractor. (For "Supply Only" contracts, site administrator will issue completion slip numbers to the supplier's office upon verification of the goods delivered.)

SECTION 06 - MATERIALS, INSTALLATION AND PERFORMANCE STANDARDS

- a) **General Interior and Exterior Paint Application:** No painting can proceed in temperatures below 50°F or on surfaces too moist to accept finish. Paint to be uniform in sheen, colour and texture, free of brush marks, sags, runs, or other defects. Full coverage of colour is expected. Insufficient coverage will require additional coats to be applied.

- b) All primer and finished paints used for this contract shall be mixed and applied as per the manufacturer's specifications and recommendations. Ensure proper curing and drying times between applications of primer to paint, paint to paint, stain to varnish, varnish to varnish. Subcontractor shall only apply paint in acceptable temperature and weather conditions and accepts all responsibility until paint is completely applied and dried. The Subcontractor shall be wholly responsible for damages that may result from improper applications and external conditions not suited for primer and finish paint.

- c) **Interior and Exterior Paint** to be handled and applied in accordance with the manufacturer's instructions. Primer/sealer and finish coat(s) at full coverage to areas so designated. Finish paints to be applied at package consistency to 4 millimetre thickness (wet) minimum. No paint manufacturer substitutions shall be allowed without prior written consent by the Contractor. All proposed substitutions to be of equal or better quality at no extra cost to the contract. **No "watering down" of paint and/or primer shall be permitted under any circumstance.**

- d) Drywall Primer sealer for all Walls and Ceilings: General Paint Latex.

- e) Paint for Kitchens, Bathrooms, Powder and Laundry Rooms:
Ceilings: General Paint, Private Estate, Latex, Eggshell, Ceiling White.
Walls: General Paint, Private Estate, Latex, Semi Gloss, colour per purchaser colour sheets

- f) Paint for all rooms and hallways (except kitchen, bathrooms, powder and laundry):
Stipple Ceiling with 4" Border: General Paint, Private Estate, Latex, Flat, Ceiling white
Main Floor Ceiling: General Paint, Private Estate, Latex, Flat, Ceiling white
Walls: General Paint, Private Estate, Latex, Flat, colour per purchaser colour sheets

- g) Primer for Woodwork: General Paint Breathable Latex.

- h) Paint for Woodwork: General Paint, Private Estate, Latex Gloss/Semi Gloss, White.

- i) Primer for Plaster wall niches and plaster moulding: General Paint Breathable Latex.

- j) Paint for Plaster wall niches and plaster moulding: General Paint, Private Estate, Latex Flat, White.

- k) All primer to be rolled. No Spraying is allowed. All ceilings to be primed prior to spraying of stipple ceilings. Re-prime as required after checkout.

- l) Subcontractor shall provide display boards of all standard paint colours upon acceptance of contract. Minimum of 6 paint colours shall be provided as standard with a good range of colours including white, beige, light grey, etc... colour swatches of the proposed standard colours must be submitted along with bid to the Contractor for consideration and approval. Subcontractor shall also provide paint swatches at the time of contract acceptance for any upgraded paint colours.

- m) Main floor ceiling height is 9' with smooth ceiling finish standard in all kitchens, bathrooms, and laundry rooms. All flat archways trimmed. Man door house to garage and Cold Cellar door primed and painted standard.

- n) Touch-up each home as required by the homeowner prior to purchaser occupancy. Touch-up work to be completed with paint samples to be left in basement of each unit for possible future service work which may be required. No maximum touch-up time per unit. Ensure spare paint is left in the basement for future touch-ups by purchaser after closing

- o) Interior woodwork standard includes all casing, baseboard (up to 3" casing with 7-1/4" baseboard), accent trim, decorative columns, doors, trimmed archways, fireplace mantles, kneewall caps, ¼ round for ceramic floors throughout and ¼ round for hardwood floor. D.A.P. Caulking between all trim and drywall surfaces as required.

- p) All Doors to receive primer and finish coat applied to **all** door edges and faces.

- q) Basement stairs in unfinished area shall receive colour Grey General Paint Alkyd Semi-Gloss . Paint to be applied to all exposed stringers, treads and risers including underside of stair.
- r) Natural Oak railings, stair stringers, stairs and nosing to receive:
 - i) "Pre-finish" sanding;
 - ii) One coat of clear sealer,
 - iii) Sand with steel wool
 - iv) Two finish coats of Natural high gloss varnish .
 - v) Natural oak stairs with white pickets standard if selected by purchaser.
- s) For (Optional) Stained Oak railings, stair stringers, stairs, and nosing include the above (natural oak) and also :
 - i) "Pre-finish" sanding;
 - ii) One coat of clear sealer and minimum 1 stain coat (or 1 coat stain, sand and second coat stain) as Required to match oak flooring (stain purchased from hardwood manufacturer),
 - iii) sand with steel wool
 - iv) One or two finish coats of Natural high gloss varnish to effectively match finish of hardwood floor. Test apply stain and varnish combinations in small sample area before applying to entire stair to ensure it will match floor.
 - v) White stair pickets, risers and/or stringers to match trim paint.
- t) The subcontractor shall complete all painting to contractors model homes at 50% of standard contract price and shall include all upgrades and options relevant to his scope of work as per the contractor colour and material selections at no charge.
- u) Exterior paint to be used is "PARA" Paint as per Exterior Colour Packages listed in Schedule "D" of this agreement.
- v) Before regular priming, seal all exterior knots and resinous areas with 4 lbs. Shellac followed by 2 coats of oil based primer. All woodwork to be filled and sanded ready to receive paint.
- w) All exterior wood trim, frieze band, railings, decorative woodwork, wood shutters, stucco panels, doors and door frames shall receive: a) one coat of Latex base breathable primer sealer prior to installation; b) one finish coat of exterior acrylic Latex soft gloss after installation with brushed application. Dentil Trim to be painted to match the colour of the aluminum soffit and eavestrough. All exterior metal flashings and vents shall receive one coat of primer sealer and two finish coats of exterior satin alkyd paint, as per colour charts and Exterior angle irons to receive primer and painted with rust-proof paint.
- x) Fill all joints and corners of polyurethane trim and moulding with PL adhesive and make smooth before painting. Regardless of shop prime, paint with one coat of Latex base breathable primer sealer and one finish coat of exterior acrylic Latex soft gloss. All exterior columns regardless of pre or shop prime, shall receive one coat of zinc oxide alkyd primer sealer. Paint two finish coats of exterior acrylic Latex soft gloss, colour as per colour chart.
- y) All Front Entry and Garage Man metal doors regardless of shop prime, shall receive one coat of zinc oxide alkyd primer sealer. Paint two finish coats of exterior acrylic Latex soft gloss, colour as per colour charts. Ensure adequate coverage so that the surface of the door looks uniformly painted. Primer and paint applies to both sides of door and all door edges including top and faces. For Wood Grain Fibreglass Door, stain product and method of application shall be exactly as per "DOOR MANUFACTURER'S INSTRUCTIONS " No door to be stained until approval to commence has been given by the Builder. Sample test stain and have colour approved before staining door. Garage doors and frames shall receive one coat of zinc oxide alkyd primer sealer. Paint two finish coats of Paint two finish coats of exterior acrylic Latex soft gloss, colour as per colour charts. Should optional steel insulated doors be selected by purchaser, regardless of shop prime, steel doors to be primed with one coat of zinc oxide alkyd primer sealer. Paint two finish coats of Exterior Semi-Gloss, colour as per colour charts standard to contract.
- z) The Subcontractor shall also provide/complete the following item:
 - i) PVC drain for Powder room pedestal shall be painted the same colour as walls if directed by Site Manage
 - ii) Subcontractor shall leave 1 gallon of paint for every colour used in the home (New never opened can) in the basement prior to closing of each unit
 - iii) The Subcontractor shall in detail, mark with pencil and report to the Site Manager, all imperfections in the drywall, wood trims and all other items receiving paint prior to paint application. Subcontractor shall only commence when all imperfections have been rectified.
 - iv) Subcontractor is responsible to ensure "drywall check out" is completed before priming. Perform minor drywall repairs if required. It will be the responsibility of the Subcontractor to repair and repaint if the above has not been done at no charge to the Contractor.
 - v) Supply, install and maintain all necessary scaffolding, ladders and safety features during activity on site. Ensure removal upon completion.

- vi) Subcontractor shall make various trips to the site as required to pre-paint exterior trim, supplied by others, scheduled to be installed at second floor and roof. Touch up paint exterior trim once installed.
- vii) Paint all skylights as required.
- viii) Oak nosing and steps at Sunken Laundry or Foyer to be finished as required standard to contract.

SECTION 07 – SITE RULES AND REGULATIONS:

This Subcontractor agrees with, and shall comply with the following “Project Rules”. Non-compliance shall result in remedies allowed by the Contractor under this contract. “Rules” included but not limited to, are as follows:

- a) Cross concrete at designated ramps only.
- b) Access Roads to the Project site shall not be obstructed in any way, and, at all times roads shall be clear to allow fire trucks to enter the site and access all fire hydrants.
- c) No storage of building materials on the access roads.
- d) No parking on driveways or graded yards.
- e) No pets are allowed on the project at any time.
- f) The consumption of illegal substances or alcohol will not be tolerated and is cause for immediate termination.
- g) All trash must be placed in bins provided.
- h) Do not set tools, materials, trash etc. on countertops, vinyl or ceramic areas.
- i) Portable toilet facilities are provided for your convenience, use of facilities in house is prohibited.
- j) Absolutely No Smoking permitted in houses.
- k) No eating or drinking in homes after drywall.
- l) Once floor surfaces have been finished with carpet, linoleum, vinyl or hardwood, outdoor footwear shall not be worn in the home.
- m) Overnight camping out at the Home and adjacent lands is prohibited.
- n) Loud or excessive noise from a radio or any other electronic device and profanity are prohibited.

SECTION 08 – SAFETY:

- a) The Subcontractor shall at all times ensure that the health and safety of their staff and crews are paramount. As such the Subcontractor must ensure that any necessary safety training (i.e. Fall Protection, Propane Safety, etc...) required by their staff is up to date and any documentation associated with any such training is on site while their workers are present.
- b) Prior to commencing work the Subcontractor must provide to the Contractor a copy of their Health and Safety Book which must be kept on site at all times in the Contractors construction office. If the Subcontractor does not provide a copy of their Health and Safety Book to the Contractor as required under this contract, the Contractor may chose to terminate or suspend the Subcontractor and/or withhold payment until such time as the Subcontractor furnishes the Contractor with their Health and Safety Book.
- c) The Subcontractor shall be required regular safety meetings (at the Contractors discretion) on site, as requested by the Contractor.
- d) All Subcontractors working with **“Hot Work Operations”** shall ensure that;
 - i) **Combustible Material:** All portable combustible material must be removed a minimum of 20 feet away from the working area and adjoining areas.
 - ii) **Flammable Liquids or Vapours:** Drums, tanks or other containers or explosive liquids or vapours must be cleaned and cleared of flammable or explosive liquids or vapours before work is done on them.
 - iii) **Pre-Operation Precautions:** When feasible, work area should be wetted down.
 - iv) **Spark Control:** Sheet metal guards, asbestos blankets and similar protection must be provided to prevent hot metal and sparks from falling on combustible material which cannot be moved.
 - v) **Fire Protection:** If the areas in which hot work operations are being performed are presently under operative sprinkler protection, the sprinklers in that area must be operative during welding or cutting operations. Suitable fire extinguishers or hand hose must be maintained near the operations, an extra person must be provided in the welding or cutting team whose sole responsibility is to watch for sparks and promptly use the extinguishing equipment.
 - vi) **Post-Operation Precautions:** After work, a thorough check must be made for smoldering fire in out-of-the-way places, and guard patrol protection must be maintained for a minimum of four hours.
 - vii) **Other:** During the course of construction, where a propane gas heater or other open flame heating device is used; the device will be positioned on fire resistive dry wall board, tied off to a wall or floor with not less than three (3) feet of clear space surrounding it.
- e) **“Hot Work Operations”** shall be defined as follows:

- i) The process whereby one or more of the parts to be joined is heated near or above its melting point and the heated surfaces are caused to flow together.
- ii) The process of applying heat to red heat the spot to be severed, gouged or pieced, and the metal is burned in a jet of oxygen.
- iii) Grinding operations that generates sparks.
- iv) Torch-on roofing operations.
- v) Roof tarring operations.

SECTION 09 – SERVICE REQUIREMENTS:

The Subcontractor agrees to comply fully with the Contractor's pre-delivery inspection notification process as follows:

- a) The pre-delivery inspection by the homeowner will be conducted approximately two (2) weeks prior to occupancy of the unit.
- b) The Contractor will provide written notification to the Subcontractor of any deficiencies noted in the pre-delivery inspection, which are the Subcontractor's responsibility to repair. Such notification shall be provided by the Contractor in accordance with Article Seven of the Agreement; and.
- c) The Subcontractor agrees to respond to the Contractor within 24 hours of receipt of such notice and agrees to rectify any and all deficiencies forthwith and in any event prior to occupancy of the unit, failing which the Contractor may, at the Subcontractor's expense, attend to such rectification (either itself or through another Subcontractor). All expenses of such rectification together with an administrative charge of \$150.00 shall be deducted from any monies owing to the Subcontractor.
- d) Should approval be granted by the Contractor allowing the Subcontractor to rectify such deficiencies after occupancy by the Contractor's Purchaser, it is the Subcontractors' sole responsibility to contact the purchaser and schedule appointments to rectify such deficiencies. Further, the Subcontractor shall be responsible to have the Contractor's service completion forms signed by the purchaser indicating the purchaser's acceptance of the work. Should the Subcontractor fail to honour or attend appointments made with the purchaser, the Contractor shall immediately remedy the matter and proceed as described in paragraph (c).