

SCOPE OF WORK (SCHEDULE – A)
EXCAVATION, BACKFILL & ROUGH GRADE

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 A: MOBILIZATION

- 1) All costs associated with mobilization, transportation, machinery floats, etc..., are included in the contract price.
- 2) 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.
- 3) All rented items required to complete the work outlined herein is included in the contract price.
- 4) 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.
- 5) 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”.
- 6) All work to be completed as per Contractor’s schedules, and as instructed by the Contractor.

SECTION B - MATERIAL / EQUIPMENT & HANDLING

- 1) 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.
- 2) The Sub-Contractor shall be responsible for all material handling including but not limited to: Loading, Unloading, Delivery Coordination, Quality Control Measures, Hoisting, etc...
- 3) 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.
- 4) 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.
- 5) All materials and equipment brought to the job site by this Sub-Contractor shall be insured by the Sub-Contractor.
- 6) 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...
- 7) 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.

- 8) 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 C - WINTER PROTECTION (SEASONAL ITEMS)

- 1) All winter heat shall be supplied by this Contractor (if required). Should the Sub-Contractor at his own expense agree to Supply winter heat (propane/heaters) to the 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.
- 2) 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.
- 3) 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 D - GENERAL CONDITIONS AND WARRANTY

- 1) **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.
- 2) Work is to proceed in accordance with work schedules as provided by the Contractor.
- 3) 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.
- 4) 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.
- 5) All work is to be carried out in accordance with the Contractor's schedules. No exceptions.
- 6) 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.
- 7) All shop drawings associated with this Sub-Contractor's work must be submitted to head office prior to commencing work.
- 8) The Contractor reserves the right to inspect all vehicles (at his own discretion) entering or leaving the job site.
- 9) 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.
- 10) Site parking will be controlled by the Site Superintendant. 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.
- 11) 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 Contractors 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 E - MATERIALS, INSTALLATION AND PERFORMANCE STANDARDS

- 1) This Subcontractor shall supply all labour and equipment necessary to complete excavation, backfill, driveway stone and rough grading.
- 2) Subcontractor shall check site cuts, staked dimensions and grades with Contractor plans before commencing excavation work; and report any discrepancies to the Contractor.
- 3) Subcontractor to ensure that all water boxes, fire hydrants, valves, cable/phone pedestals, trees etc.. are properly protected (by others) prior to commencement. No work is to commence if proper protection does not exist. Notify Contractor immediately if protection is deficient.
- 4) Excavate all basements, garages and porches to approved elevation depth and location in accordance with the drawings, surveyor's reference cut, instructions from the Contractor, Geotechnical Consultant and as dictated by existing soil conditions. Provide 2'-0" minimum clearance beyond the basement wall.
- 5) Excavations shall include all required step footings at front house wall.
- 6) Excavations shall be true, level and undisturbed. To a tolerance of less than 3" from bottom of footing.
- 7) Base Conditions are standard to contract. Should soil below underside of footing grade be organic or unsatisfactory for bearing capacity, subcontractor shall report base condition and proceed to a greater depth only with written authorization from the Contractor.
- 8) Trenching for walk-out deck, walk up from basement or walk out basement lot conditions included as may be required.
- 9) Cast all excavated material clear of the excavation in front or behind the house as directed by the Contractor.
- 10) (If requested) load fill while excavating for export off lots or subdivision included standard to contract. (Truck time is extra to contract).
- 11) Trees are to be avoided and protected as directed by the Contractor during all phases of this contract.
- 12) Provide direct accessible ring roads and ramps for concrete trucks as required. Maintain re-work roads and ramps as required. Pull trucks if necessary.
- 13) Wet backfill material shall not be used to backfill foundations walls. Should a wet fill condition occur, it shall be the responsibility of the Subcontractor to notify the Contractor and wait for instructions prior to backfill operations.
- 14) Backfill external excavation of basements, garages including front porch and cold storage areas. Backfill shall be performed to ensure no unnecessary stress on lateral support of foundation walls. Backfill shall be performed to ensure no damage to weeping tile and drainage layer systems. Backfilling shall not commence until foundation wall and drainage systems have been inspected and passed.
- 15) Backfill all sewer, storm and water lines to required rough grade (excavation & install by others).
- 16) Backfill all units to the required rough grade elevation providing drainage slopes away from basements. This applies to the areas between units as well. Exclude rocks or foreign material from backfill. Waste materials are not to be buried anywhere on site. Excess fill to be neatly placed at rear of lot or as directed by Contractor.
- 17) Backfill garages and porches ready to receive stone for concrete pouring at backfill stage.
- 18) Backfill base conditions standard to contract.
- 19) Backfilling to rough grade elevations shall include grading and leveling for bricklayers.
- 20) Re-grade garages, If required (grade levels to be marked).
- 21) Balance excavated fill within approximately 5 lots as required.

- 22) Cut driveways (maximum 1' foot either side of driveway or as directed by Contractor). Spread and level 6" depth of stone.
- 23) Rough grade lots and boulevards according the surveyor's stakes to within 5 inches of final grade providing drainage slopes away from basements. Lots shall be left at grade ready to receive topsoil, including all required swales. Form banks at any grade changes during rough grading stage.
- 24) All float moves as required included in standard contract prices.
- 25) Subcontractor acknowledges that it has satisfied itself of all queries regarding the existing soil conditions and types of foundations to be excavated on each lot of the site.
- 26) **IT SHALL BE THE RESPONSIBILITY OF THIS SUBCONTRACTOR:**
 - To ensure familiarity with all stake-outs locations for underground utility lines and services prior to excavation and to assume full responsibility for any damages which might be caused on those lines. Stake-Outs to be called by Site Manager.
 - To ensure a solid footing base in his excavation, and where trenching is required for a stepping down of all or any part of the excavation below normal depth, he shall do so as per the Site Manager's instructions.
 - To ensure and protect all curb stops before and after excavation.
 - To pad curbs and sidewalks so as to eliminate the possibility of damage by machinery passing over.
 - To avoid removing or damaging surveyor's stakes, benchmarks or other reference points.
 - To avoid damage to buildings during the backfill or any grading stages. This includes during excavation
- 27) If optional extra machine rates are needed, it is the Subcontractor's responsibility to verify with the Site Manager the start Time and have time sheets signed by the Site Manager at the end of each day.
- 28) **Subcontractor** to have foreman on site at all times to supervise their employees.
- 29) The Subcontractor is to supply enough labour, equipment, and material as required for the Contractor's schedule. Contractor shall dictate schedules and quantity of units to be completed at a time. Any costs associated with any delays caused by the Sub-Contractor including but not limited to delayed closing compensation, shall be backcharged to the Sub-Contractor in full plus any applicable administration fees.

SECTION F – 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:

- 1) Cross concrete at designated ramps only.
- 2) 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.
- 3) No storage of building materials on the access roads.
- 4) No parking on driveways or graded yards.
- 5) No pets are allowed on the project at any time.
- 6) The consumption of illegal substances or alcohol will not be tolerated and is cause for immediate termination.
- 7) All trash must be placed in bins provided.
- 8) Do not set tools, materials, trash etc. on countertops, vinyl or ceramic areas.
- 9) Portable toilet facilities are provided for your convenience, use of facilities in house is prohibited.
- 10) Absolutely No Smoking permitted in houses.
- 11) No eating or drinking in homes after drywall.
- 12) Once floor surfaces have been finished with carpet, linoleum, vinyl or hardwood, outdoor footwear shall not be worn in the home.
- 13) Overnight camping out at the Home and adjacent lands is prohibited.
- 14) Loud or excessive noise from a radio or any other electronic device and profanity are prohibited.

SECTION G – SAFETY:

- 1) 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.
- 2) 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.

- 3) The Subcontractor shall be required regular safety meetings (at the Contractors discretion) on site, as requested by the Contractor.
- 4) 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.
- 5) **“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 H – SERVICE REQUIREMENTS:

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

- 1) The pre-delivery inspection by the homeowner will be conducted approximately two (2) weeks prior to occupancy of the unit.
- 2) 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.
- 3) 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.
- 4) 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).