

**SCOPE OF WORK (SCHEDULE – A)**  
**KITCHEN CABINETS AND BATH VANITIES**

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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 onsite.
- 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 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.
- 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 Superintendent. Parking of personal shall only be permitted in designated areas. Any damages caused to personally 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**

**NOTE:** IN ADDITION TO THE STANDARD KITCHEN CABINET PRICING PLEASE PROVIDE Provide pricing for various typical kitchen upgrades: Door Levels, Base Cabinet Options, Upper Cabinet Options, Pantry Options, Crown Moulding, Light Valance, Tall Uppers (242), Optional Cabinetry as shown on plans, etc... Also provide credit amount for counter tops not selected.

- 1) Supply, deliver and install all necessary kitchen and bathroom cabinets, vanities and post-formed counter tops, as documented on architectural plans.
- 2) Main floor ceiling height is 10'. Standard Casing is 3" with backbend. Subcontractor to check with Site and verify size of trim scheduled for each house. Measure and install upper cabinets to fit accordingly.
- 3) Supply and Install Standard bathroom vanity cabinets. Vanity countertops to be provided by others.
- 4) Standard kitchen cabinets including servery areas to include a bank of drawers' standard.
- 5) Cut sink openings thru countertops on site with sink templates supplied by the Contractor.
- 6) 3/4" Granite Kitchen countertops standard (supplied by others)
- 7) Master Ensuite – bank of drawers standard with soft close mechanism for vanities 5' or greater
- 8) Main, twin and bedroom ensuite - top drawer with soft close mechanism for vanities 4' or greater.
- 9) Make up areas for applicable models to be complete with soft close top drawer. Delete top drawer and make-up counter if requested.
- 10) Kitchen cabinets to be designed to accommodate standard dishwasher, 36" fridge, and 30" stove. Should the Contractor's clients provide specifications for their individual appliance openings then the Sub-Contractor shall accommodate these requests and construct the kitchen for that individual lot accordingly at no additional charge to the Contractor.
- 11) Supply and install matching kickboards at all kitchen cabinets and washroom vanities.
- 12) All vanities when adjoining Drop in Tubs or Glass showers shall be finished on the visible sides. If required, vanities shall be finished on the visible side if a partition is removed standard to contract. (Note: Glass showers are standard for all model types in Ensuite Bath as per plan)
- 13) Standard kitchen cabinet to include concealed metal hinges 110 degrees, metal runner drawer system with soft close mechanism, 5/8" melamine cabinet interiors. Cabinet matching edge tape on faces of cabinets, including behind doors, all sides- horizontal and vertical. Door stops included.
- 14) Supply and Install side panels for refrigerator at 24" where fridge exposed, standard to contract.
- 15) Supply and install islands and peninsulas per architectural plans. Matching panels underneath islands and peninsulas standard.
- 16) Cut opening for electrical receptacle on Kitchen island and peninsula at location predetermined by the electrical contractor.
- 17) Kitchen islands cabinets to be of different colour cabinets from rest of kitchen if requested at no additional charge to Contractor.
- 18) Upper cabinets above stove shall be installed to allow for the installation of an Over the Range Microwave, unless specifically requested not to on a lot by lot basis.
- 19) Servery included with Kitchen standard as per architectural plans. When Kitchen upgrades are selected, the upgrade shall also apply to the servery area at the kitchen upgrade price.

- 20) Optional "Glazing" prices include glazing other cabinet related upgrades also selected in the room area where the glazing has been selected.
- 21) Kitchen base cabinets to be installed ready to support and receive 3/4" granite countertops (by others).
- 22) Kitchen pantry's as per architectural plans standard.
- 23) Subcontractor to supply standard and leave on site miscellaneous cabinet door knobs, touch-up sticks, liquid stain, lacquer and bumpers as required by Project Manager for minor service work.
- 24) Laundry bases / uppers as per architectural plans are standard to contract. Same standard and upgraded product lines as used for kitchen cabinets and bath vanities shall apply. Laundry countertops shall be post-formed arborite.
- 25) Laundry countertops shall be post-formed arborite with post-formed backsplash and rolled front edge.
- 26) Cut-outs (two 1-1/2" diameter holes) in the laundry base cabinet siding future washing machine to permit proper installation of the washing machine. Holes to be located at an upper rear location to accommodate the drain, if there is no wall plumbing box, and the second hole to be located at a lower rear location to accommodate the water lines.
- 27) Pantry's, standard or optional, that are visible from second floor open to below areas are to be finished on the top with matching cabinet coloured finish.
- 28) Chef desks (if applicable) are as per plan.
- 29) All counter corners and back panels to be properly supported and caulked.
- 30) All cabinets and counter tops must be level, square, secure and well fitted; all back panels must be well secured; all drawers and doors must be square and in operating condition.
- 31) All homes to be touched up just prior to occupancy. Supply touch up repair kits (i.e. crayons, liquid stain and lacquer) at no extra cost as required by Contractor.
- 32) All plans, diagrams and related information necessary and needed by subcontractor's forces to be supplied by Sub-contractor's Head Office.
- 33) Provide master cabinet layout in both plan view and 3D.
- 34) Provide cabinet layouts from site measured lot specific Measured after heating and plumbing rough-ins.)
  - Production layouts (kitchen, all vanities and laundry) to include all extras and options as per the colour charts
  - Production elevations (kitchen, all vanities and laundry) to include all extras and options as per the colour charts
  - Bulkhead drawings
- 35) The Contractor is not responsible for any theft or damage prior to completion slip being issued by site superintendent.
- 36) Kitchen production and delivery times for standard kitchens shall not exceed 4-5 weeks (maximum) all kitchens including upgraded kitchens shall be scheduled in accordance with the Contractor's schedules and closing list.
- 37) Kitchen layout modifications requested by the Contractor's clients shall be completed at no additional charge providing that the total linear feet of base cabinets and upper cabinets does not exceed the standard layout as per each plan. This includes deleting cabinetry and replacing with kitchen island.
- 38) If required the Sub-Contractor shall allow the Contractor's client to visit the Sub-Contractor's showroom for additional options and upgrades. No purchases made by the Contractor's client shall be made directly with the Sub-Contractor should the Contractor's client visit the Sub-Contractor's showroom.
- 39) The subcontractor clearly understands and agrees that none of the subcontractor's forces, directly employed or contracted, including suppliers, shall deal with the Contractor's purchaser's regarding any business activity during the construction of the purchaser's home and up to a minimum period of 6 months after the purchaser has occupied the home. 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 cause default of this agreement, the subcontractor will 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.

- 40) Standard and upgrade fixtures shall not be substituted without written approval of the contractor. Approved substitutions shall be of higher quality at no extra cost.
- 41) Standard cabinetry hardware shall include a variety of “knobs”, and at least 2 “pull handles”.
- 42) It is the Subcontractor’s responsibility to ensure that orders are not duplicated and shipped to the same lot twice. Accurate records shall be maintained and order discrepancies shall be reported to the Project Manager before production.
- 43) All field measuring required to complete production of any item in this scope of work shall be included in contract price, regardless of how many site visits are required.

#### **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).