

SCHEDULE - A
SCOPE OF WORK

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 by 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 Taron New Home Warranty Program shall be included and form part of this contract. As such, this Subcontractor agrees to make himself familiar with the quality standards required of him under this program especially the Taron Performance Guidelines.
- 4) All work must conform and be carried out in accordance with the Ontario Building Code, Local By-Laws, Taron, 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 Taron Warranty Corporation shall govern. Any items/deficiencies deemed Warrantable either the Contractor and/or the Taron 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 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 E - MATERIALS, INSTALLATION AND PERFORMANCE STANDARDS

- 1) Supply and Install single fireplace units (**Standard on 40', 42' and 50' Models** to be Majestic Model MERC32IN (or equivalent to be approved by Contractor), raised, with complete marble surround (all sides). Fireplace to include Ceramic burner, tempered glass, top & bottom louver, top or rear venting, 4 split oak ceramic refractory logs with glowing embers, lava rock for hearth ZC sleeve and firestop, complete with wall switch.
- 2) OPTIONAL: Double sided fireplace units to be Majestic Insta-Flame Model DVTS2 (or equivalent to be approved by Contractor), raised, with complete marble surround (all sides). Fireplace to include ceramic burners, 8-piece ceramic glowing fibre" split oak" logs, ceramic fibre refractory brick lining, log grate, Lava rock and wall switch for double sided fireplaces, separate marble colour and mantle style on each side.
- 3) OPTIONAL: Triple sided fireplace units to be Majestic PFDVD Designer Series (or equivalent to be approved by Contractor), with complete 6" marble surround (all sides under cap) and wood cap. PFDVD to include ceramic fibre logs, natural flame aluminized pan burner, ember bed, wall switch, variable height flame control and tavern brown firebrick.

- 4) Three (sided) marble surround, all fireplace types, 4" x 4" x 4" x 4". Standard marble trim to be available are Verdi, Nero, Bianco, Crema, Rosso and Fiore De Pesco.
- 5) Mantle to be paint grade and primed. Standard mantle profiles to be NF20, NF23, NF24 or NF 27 (or equivalent to be approved by Contractor) as per purchaser colour selection sheets. Flat on wall (for surface mount fireplaces) or cross corner cabinets standard as required per architectural plans.
- 6) Supply and install all necessary quantities of copper gas piping, venting, vent termination kits, tee connections, fittings, fasteners, control wiring to rough-in box, switches and other materials necessary for complete tie in and installation. Hook gas piping including separate shut-off valve into existing furnace gas line at location approved by Site Manager. Shut-off valve to be in easily accessible location.
- 7) Siding shields for "Wood or Vinyl Siding Conditions" included standard as required.
- 8) All penetrations of gas lines through wood sub floor or floor joist if necessary, to be cut neatly with drill. No smashing with hammer permitted.
- 9) Flue caulking to be performed at finishing stage.
- 10) Fireplaces to be set up and started in separate finishing stage and performed just prior to the home's pre-delivery inspection date. Set up includes cleaning glass both sides and paint touch up as required.
- 11) Installation shall satisfy all government requirements, inspections, Consumers Gas and B149 Gas Code regulations. The Subcontractor is responsible for all inspections, including mandatory rough in (before drywall) and final inspections.
- 12) Fireplace facings, trim and surrounds shall be level and plumb with the floor and walls. Fireplace to be protected by cardboard (taped to sides) until finishing stage.
- 13) Upgrade Fireplace prices for optional fireplaces as per plans include mantles marble trim as per standard contract specifications (marble all sides, mantles each side and cabinets if applicable). Optional "Raised Double Fireplaces" to receive marble trim and Picture Frame" trim surround.
- 14) Marble Floor Hearths are optional extra to contract
- 15) The Subcontractor is to ensure on site that rough opening sizes, venting and electrical requirement locations are provided and pre-established for related trades well before installation.
- 16) Framing inspection, drywall and electrical rough-in only to be done by others.
- 17) All labour and material guaranteed for two years from date of purchaser occupancy.
- 18) All operating manuals, service instructions and warranties for fixtures to be packaged, labelled by lot number and submitted to Site office.
- 19) No surcharges or delivery fees will be chargeable to the contractor.
- 20) All work carried out on Contractor model homes shall be discounted by 50% (Parts, Materials, and Labour)