

National Air Systems Inc.

# Construction Contract

GOLDPARK (PINEVALLEY) INC. (a.k.a. PINEVALLEY FOREVERGREEN, VAUGHAN, ONTARIO)

*H - HVAC*

**Effective Period:** January 1<sup>st</sup>, 2019 Through to Aril 30, 2020

CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR

Contractor	NATIONAL AIR SYSTEM INC.	Effective Period:	Jan 1/19 – Apr 30/20
Trade Type:	HVAC	40' Units Included:	56
Project:	PV1 - PINEVALLEY FOREVERGREEN, VAUGHAN	42' Units Included:	44
		50' Units Included:	32

BETWEEN:

GOLDPARK (PINEVALLEY) INC.  
3300 Highway #7, Suite 400  
Concord, Ontario L4K 4M3

(Hereinafter known as the "OWNER")

- AND -

NATIONAL AIR SYSTEMS INC.  
10 Farnboro Rd.  
Etobicoke, Ontario, M9W 0A1

(Hereinafter known as the "CONTRACTOR")

DATED THIS, 1 day of May, 2019

REGARDING, PINEVALLEY FOREVERGREEN, LOCATED IN THE TOWN/CITY OF VAUGHAN, ONTARIO  
(hereinafter known as the "PROJECT")

This contractual agreement (hereinafter known as the "AGREEMENT") shall legally bind the Owner and Contractor to all provisions, conditions, stipulations, requirements, and processes contained herein, and in all schedules attached hereto, and as such shall govern both the Owner and Contractor throughout the duration of this agreement. Under no circumstances shall this contract be amended, changed, or modified without the acceptance of the Owner and Contractor named above. Furthermore, in the event of a dispute the terms, conditions, and provisions of this contract shall prevail no exceptions.

ARTICLE 01: THE PROJECT

- 01.01 The Contractor having fully inspected all site conditions and relevant documentation such as plans, drawings, and as such having formed his/her own independent evaluation of the general site conditions, limitations and requirements without relying on any representation of same by the Owner, agrees to supply all materials required to complete the work as set out by this contractual agreement and all schedules attached hereto in accordance with the general intent and objectives of the project and to furnish all labour (skilled and/or general), tools, equipment, supplies, permits, licenses, inspections, and supervision required to successfully complete to the satisfaction of the Owner all work as set out by this contractual agreement and all schedules attached hereto in accordance with the general intent and objectives of the project.
- 01.02 The Contractor understands and agrees that Owner shall solely determine the construction schedules, order of lots, and processes. As such the Contractor agrees to comply with all requests and orders issued by the Owner, no exceptions.
- 01.03 Timing is of the essence. The Contractor shall strictly adhere to the construction schedules, timetables, and production sequences/processes provided by the Owner, at all times.
- 01.04 All municipal by-laws of the town/city where the project is located apply. Contractors shall govern themselves accordingly.
- 01.05 Routine inspections by the Owner will take place as the Owner sees fit. The Owner reserves the right to inspect ALL vehicles going and in and out of the project site without notice. No Exceptions.

ARTICLE 02: LIST OF CONTRACT SCHEDULES

- 02.01 This Contractual Agreement shall contain the following Parts and Schedules:
- i)

ii)

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iv)

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vi)

Cover Page

Contract

Schedule A – Scope of Work

Schedule B – Contract Prices

Schedule C – Unit Rates and Extras Pricing

Schedule D – Exterior Colour Packages (if applicable)

ARTICLE 03: WORK TO BE PERFORMED

- 03.01 The Contractor shall provide all necessary labour, supervision, materials, equipment, supplies, hardware, tools, planks, runways, scaffolds, lifting equipment, fuel, insurance, licenses, permits and inspections required to complete the work as set out by this contractual agreement and all schedules attached hereto.

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- 03.02
- All materials and/or supplies being furnished by the Contractor shall be new. Used, remanufactured, refurbished, and/or floor models (*display units*) will not be accepted by the Owner unless written consent to do so has been issued to the Contractor by the Owner. In the event that the Owner does permit the Contractor to use materials and/or supplies which are used, remanufactured, refurbished, and/or a floor model the Sub-Contract must provide the Owner the equivalent warranty against defects and workmanship which would have accompanied the new material and/or supplies. No Exceptions.
- 03.03
- The Contractor shall conform to the above requirements as well as the requirements of the Ontario Building Code, National Building Code, the municipality, and the most current CSA standards, WSIB, Occupational Health and Safety Act of Ontario as well as the requirements of all other authorities having jurisdiction. Comply with all local by-laws, including noise, odor, dust and hours of work.
- 03.04
- All work being performed by the Contractor must be completed in strict compliance with all plans, drawings, reports, colour selections, change orders, and optional upgrades and extras (*if any as provided by the Owner by way of Construction Summary and/or Purchase Order*), site plans, specifications, and structural/architectural details (*hereinafter collectively known as the "CONSTRUCTION DOCUMENTS"*). It shall be the Contractor's responsibility to ensure that all Construction Documents being used by the Contractor are accurate and approved the Owner prior to commencing any work.
- 03.05
- The Contractor shall only use architectural drawings, mechanical drawings, truss drawings, joist layouts, and site plans approved by the municipality and issued with building permit. The Contractor shall not use tender drawing sets, or drawing sets without the municipal stamps and approval for construction purposes. The Contractor must make certain that the drawings being used are in fact the construction sets.
- 03.06
- The Contractor agrees to begin and carry out all work within a maximum time frame of twenty four (24) hours of being notified to do so by the Owner and shall continue to complete the work in a prompt, diligent, workmanlike manor causing minimal interference to the Owner or any other Contractors and must adhere to the schedules of the Owner.
- 03.07
- The Contractor agrees that the work shall be complete in every detail notwithstanding that every item necessary to do so may or may not be mentioned in the Construction Documents provided. The Contractor's expertise and good judgment to complete the assigned work is essential and as such items and/or labour which may not be mentioned on the Construction Documents that may or not be required to complete the assigned work as intended must be identified and incorporated in completing the work assigned and included in the contract price.
- 03.08
- The Contractor shall be permitted (*within reason*) to adjust the construction schedules, and/or turnaround times, during the course of construction after consulting and receiving permission from the Site Supervisor.
- 03.09
- The Contractor hereby agrees to supply only qualified labour with adequate experience and expertise required to complete the assigned work. Furthermore, the Contractor must ensure that all of his/her representatives working on their behalf (*including but not limited to: employees, 3<sup>rd</sup> party contractors, temporary labourers, etc...*) are adequately trained in all matters related to the work they are carrying out on the Contractor's behalf and all regulatory safety requirements pertaining to the working be performed.
- 03.10
- In the event that the Contractor fails to commence work as prescribed by the Owner, or does not complete the work in accordance with the Construction Documents, or the general intent of the project, or to the satisfaction of the Owner (*at the Owner's sole discretion*) the Owner may, in addition to its other remedies, terminate this Agreement, and the Contractor shall be responsible for all damages and/or costs arising out of such default.
- 03.11
- All work set out by this Agreement shall be carried out by the Contractor's own forces. The use of a 3<sup>rd</sup> party contractor shall only be permitted if approved by the Owner in writing prior to the Contractor commencing work.
- 03.12
- The Contractor shall take sufficient precautions and care and use due diligence in carrying out this work to ensure that curbs, roads and any adjacent buildings, fencing, equipment or property are not damaged or otherwise adversely affected. Where such damage occurs, this trade contractor shall rectify it immediately and completely to, original condition, at its sole expense.
- 03.13
- The operations of this Contractor shall be conducted with full consideration of all proper rights of the owners and occupants of the adjacent premises and with the least inconvenience possible to them, and without any interference and/or interruptions to the operations to the said owners or occupants.

ARTICLE 04: CONTRACT PRICE AND PAYMENT

- 04.01
- The Owner agrees to remunerate the Contractor in accordance with the fixed price rates as set out by Schedule "B" attached hereto. All prices shown in Schedule "B" are in Canadian Funds and do not Include the Harmonized Sales Tax (HST) if applicable.
- 04.02
- All invoices issued to the Owner by the Contractor shall be processed in accordance with the Owners payment procedures. Processing and Payment procedures are as follows:

a. All invoices dated and received prior to the 15<sup>th</sup> of the month (the Cut-off date) shall be processed and paid (*less the applicable ten percent (10%) lien holdback*) on the last business day of the following month.





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- b. All invoices dated and received after the 15<sup>th</sup> of the month (the Cut-off date) shall be processed and paid (*less the applicable ten percent (10%) lien holdback*) on the last business day two (2) months after the month which the invoice was billed.

04.03 The Contractor does have the ability to request early payment terms, as per the following criteria and conditions:

- a. **Missing Cut-Off:** In the event that a Contractor does not meet 04.02.a, but requires payment by the last day of the following month. The Contractor may request (in writing) an advance payment from the Owner. The Owner shall charge the Contractor and deduct two and a half percent (2.5%) from the invoice (before HST) as a non-refundable early processing fee, and release payment to the Contractor as described in 04.02.a. HST will be paid in full per the invoice.
- b. **Early Payment:** In the event that a Contractor requests (in writing) payment earlier than set out in 04.02, the Owner shall charge the Contractor and deduct five percent (5%) from the invoice (before HST) as a non-refundable early processing fee, and release payment to the Contractor within five (5) business days (*less the applicable ten percent (10%) holdback*). HST will be paid in full per the invoice.

04.04 All Contractor invoices/billings must be accompanied by a corresponding completion certificates signed by the Owner’s Site Superintendent. It is the Contractor’s sole responsibility to acquire all required completion certificates from the Owner’s Site Superintendent for the relevant work prior to billing/invoicing the Owner for the work or any part thereof. 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 Owner’s designated day only. Contractor must submit to the site office a written request for completion slips one week prior to the Owners 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 Contractor’s foreman. Completion slips will not be faxed to the Contractor. (For “Supply Only” contracts, site administrator will issue completion slip numbers to the supplier’s office upon verification of the goods delivered.) *All invoices must be dated no earlier than the date the completion slip is signed.*

04.05 All payments, weather progress or final, to be made by the Owner to the Contractor are subject to the lien holdback provisions of the Construction Lien Act (Ontario) which entitles the Owner to holdback ten percent (10%) of all payments owing to be released at a later date in accordance with the said act.

04.06 The Contractor agrees that no claim for lien will be filed against the property without first giving the Owner written notice by way of registered mail of his/her intention to file a lien at least ten (10) business days prior to filing for said lien.

04.07 Neither the final payment nor any part thereof shall become due until the Contractor obtains and delivers to the Owner a declaration of last supply and complete release of all lien rights arising out of this Agreement. Provided, however, that the Contractor may, as an alternative, furnish a bond satisfactory to the Owner to indemnify the Owner against any claim under such liens.

04.08 The Contractor agrees to maintain all of his financial affairs with his/her suppliers, employees, government, and 3<sup>rd</sup> party contractors in order and good standing at all times. As such the Contractor hereby authorizes the Owner to pay any or all of the Contractor’s unpaid obligations on his/her behalf and deduct the equivalent amount(s) from the funds owed to the Contractor by the Owner. Furthermore the Owner shall be entitled to charge the Contractor a reasonable fee for overhead and administration for completing such payment(s) on the Contractor’s behalf, which in turn shall also be deducted from the funds owing to the Contractor by the Owner.

04.09 Release of the ten percent (10%) holdback retained by the Owner shall be released to the Contractor without interest in accordance with the Construction Liens Act, providing that the Contractor meets all of the following requirements:

- i) The subject premises are free and clear of all liens, claims, and/or charges, and there are no claims or demands against the Owner or any other entity defined as “Owner” in the Construction Liens Act, and that the Owner has not been put on notice of any execution, seizure, or third party demand against the Contractor.
- ii) The Owner is furnished with a certificate of good standing pursuant to the Workman’s Compensation Act, which certificate shall contain the name of the Contractor, the name of the project, and the Contractor’s registration number. Note: The name displayed on the WSIB certificate of good standing must be an exact match to the name the Contractor is displaying on his/her invoices, and the name contained in this Contractual Agreement.
- iii) The Owner is furnished with evidence satisfactory to it that the Contractor has effected payment in full for all materials and services.
- iv) All services and/or materials/supplies provided by the Contractor relevant to the corresponding holdbacks is complete, free of defect(s) and satisfactory as determined at the sole discretion of the Owner.
- v) All other requirements as set out by the Construction Liens Act have been adhered to by the Contractor.

04.10 If and when requested, the Contractor agrees to provide the Owner with a performance bond (in form and content satisfactory to the Owner) in the amount stipulated by the Owner, which amount shall be available to the Owner forthwith, in the event of non-performance by the Contractor of any of the terms, conditions and provisions of this Agreement, including any and all schedules attached hereto.



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- 04.11 The Owner shall not be responsible for the payment of any labour and/or materials not specifically provided for herein unless approved in writing by the Owner’s head office with the issuance of a purchase order. Any requests for such payment(s) shall be submitted to the Owner with reference to the purchase order number and corresponding completion slip signed by the Site Superintendent. It shall be paid in accordance with the provisions of Schedule B.
- 04.12 Prior to final payment at project end the Contractor must provide the Owner with any and all operating manuals, maintenance manuals, log books, and/or instruction manuals (if any).

ARTICLE 05: INVOICING PROCEEDURES

- 05.01 All invoices must be submitted to the Owner’s head office located at the following address:
- GOLDPARK (PINEVALLEY) INC..**  
**3300 Highway #7, Suite 400**  
**Concord, Ontario**  
**L4K 4M3**

**Phone: (905) 760-9595**  
**Fax: (905) 760-9598**
- 05.02 All invoices submitted by the Contractor to the Owner must contain a valid and corresponding completion certificate issued and signed by the Owner’s Site Superintendent.
- 05.03 It is the Contractor’s responsibility to ensure that the Owner has on file at all times a valid WSIB certificate of good standing prior to invoicing for any work under this Agreement. WSIB certificates of Good Standing can be mailed, or faxed to the Owner’s head office (for address and phone numbers refer to 05.01).
- 05.04 Faxed and/or emailed invoices are not acceptable. The Owner shall only accept original invoices mailed by the Contractor to the Owner’s head office (for address and phone numbers refer to 05.01. No exceptions.
- 05.05 Description of work performed, services rendered, and/or materials/supplies provided must be clearly displayed containing all pertinent information and descriptions. The Owner reserves the right at the Owner’s sole discretion to reject any invoice deemed incomplete, vague, and/or incorrect and demand that the Contractor revise any such invoice to meet the criteria(s), preferences, and/or format deemed acceptable by the Owner.
- 05.06 All invoices must clearly identify the project name and phase (if any) for which the work performed, services rendered, and/or materials/supplies provided occurred.
- 05.07 All invoices must clearly identify the lot numbers for which the work performed, services rendered, and/or materials/supplies provided occurred. It is the Contractor’s sole responsibility to ensure that records of what work and/or materials provided by the Contractor are kept and identified on the corresponding invoices.
- 05.08 All billings for materials supplied only, must be accompanied by copy of delivery slip and approved purchase order containing the Site Supervisors signature and approval having accepted said materials.
- 05.09 All work performed under the Agreement as part of the standard contract as set forth by the Scope of Work (Schedule A) attached hereto, shall be billed/invoiced separately to any extras, upgrades, and/or optional items. All work and materials not identified by the Scope of Work (Schedule A) attached here to (if any) shall be billed separate to the contract amounts identify the corresponding purchase order number issued to the Contractor by the Owner. Note: invoices for extras, upgrades, and/or optional items shall be held to same processing criteria as outlined in sections 05.01 through 05.07 inclusive and payment as outlined in all sections of Article 04.
- 05.10 All delivery charges, environmental fees, fuel surcharges, premiums, duties, impost fees, and any other charges with the exception of any applicable taxes are included in contract amounts.
- 05.11 All invoices submitted to the Owner by the Contractor must be in Canadian funds and all applicable taxes must be itemized on the invoice. Note: The Contractor’s Business Number (HST number) must appear on all invoices.

ARTICLE 06: STANDARD OF WORK

- 06.01 The Contractor agrees to comply with all the rules, by-laws and regulations of every governmental or municipal authority relating to construction, payment of employment insurance, holiday pay and workers’ compensation. Further, where applicable, the work shall be completed in full compliance with directives of the Central Mortgage and Housing Corporation and Tarion Warranty Corporation (Tarion). The Contractor shall obtain and pay for necessary permits, licences and certificates required for the performance of the work and shall pay all required fees (with exception to the building permit applied for by the Owner).

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- 06.02
- The Contractor agrees to compare its working drawings with those approved by the local building and zoning department and Central Mortgage and Housing Corporation, if applicable, and to transfer any changes to its working drawings. The approved drawings will be available for comparison at the Site Superintendent’s office. All work shall be completed in accordance with the Ontario Building Code, National Building Code, local by-laws, Tarion, and if applicable, to the requirements of Central Mortgage and Housing Corporation, Ontario Housing Corporation, the Owner’s mortgagee, and the Owner’s Site Superintendent. The working drawings are the property of the Owner and shall be returned to the Owner when the work is completed.
- 06.03
- The Contractor agrees to guarantee all work and materials provided for such period of two years and agrees to correct any deficiencies forthwith after notice by the Owner of same. Seven year material and workmanship shall be provided by Contractors performing structural work as defined by Tarion. The guarantee period shall start to run from the date of substantial performance as defined in the Construction Lien Act (Ontario).
- 06.04
- The Contractor acknowledges that it is under the general control of the Owner and shall accede to the reasonable requests of the Owner in the completion of its work so as to facilitate the timely completion of the project being built on the Site. The Contractor agrees that no changes shall be made or any additional work done in respect of the plans and specifications unless the same have been ordered by the Owner in writing.
- 06.05
- The Contractor shall complete all cutting, fitting or patching of its work that may be required to make several parts come together properly and fitted to receive work of other Contractors as shown on the working drawings. The Contractor agrees not to endanger any existing work by cutting, altering, digging or otherwise and shall not cut or alter the work of any other Contractor except with the written consent of The Owner’s consulting engineer. The Contractor shall be held accountable forthwith for any costs associated to any damage to curbs caused by the Contractor’s vehicles, machinery or workers.
- 06.06
- The Contractor agrees to perform the work without leaving any waste or garbage and must leave the Site “broom clean” and in accordance with further reasonable requirements of the Site Superintendent, failing which, the Owner may proceed to have this work done and shall deduct the cost of same from any payment owing to the Contractor.
- 06.07
- The Contractor agrees to correct any deficiencies forthwith after receiving written notification of same from the Owner, failing which, The Owner may attend to same at the Contractor’s expense. The Owner will charge an hourly rate commensurate with trade practice together with an administrative fee of 15% total cost of correction with minimum One Hundred and Fifty Dollars (\$150.00) for any deficiencies corrected by The Owner which shall be deducted from any amounts owing to the Contractor by the Owner. Further, the Contractor agrees to correct, at its own expense, any deficiencies or infractions that have been noted by Tarion, Central Mortgage and Housing Corporation, municipal building inspectors, the Owner’s consulting engineer or pursuant to the provisions of the Tarion Warranty Corporation Act. The Owner shall be entitled to direct the Contractor to make additions, alterations, cost deviations or other changes from the work specified for no additional payment unless otherwise agreed to in writing.
- 06.08
- The Contractor shall confine its machinery, storage of materials, and its work to limits indicated by by-law, permits or directions of the Owner and shall not unreasonably encumber the Site with its materials. The Contractor shall not load or permit any part of the building under construction to be loaded with a weight that will endanger the Contractor’s or the building’s safety. The Contractor shall comply with The Owner’s instructions regarding signs, advertisements, fires and smoking.
- 06.09
- The Contractor shall give its work constant supervision at the Site and shall, at all times, place a fully competent foreman in charge of the work at the Site who shall remain on site and in charge until all of the work is completed.
- 06.10
- The Contractor agrees to ensure that every worker employed on the Site shall be paid the applicable minimum wage in respect of the work performed at the Site.
- 06.11
- The Contractor shall comply with all construction requirements of the Owner and all federal, provincial and municipal laws, by-laws, regulations and codes in force at the date of issuance of the building permits, including, but without limiting the generality of the foregoing:

(i)

The Ontario Building Code;

(ii)

CMHC Owner’s Bulletins;

(iii)

Ontario Electrical Safety Code;

(iv)

The Occupational Health and Safety Act;

(v)

The Worker’s Compensation Act;

(vi)

Workplace Hazardous Materials Requirements

...and all regulations thereunder, amendments thereto or substitutions therefore, in connection with the presence of the Contractor at the Site and the supply of labour and/or material described in this Agreement and all schedules attached hereto. The Contractor shall be responsible for and shall forthwith correct or remedy any violations of such requirements, laws, regulations and codes in force at the date of this Agreement or issued or enacted during the course of the work. The Owner may require the Contractor to furnish copies of any construction inspection reports the Contractor is required to obtain by municipal authorities or which become available to the Contractor.





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- 06.12
- Without restricting the generality of the foregoing, the Contractor represents and warrants to the Owner that the Contractor is fully familiar with its obligations under the Occupational Health and Safety Act (the "OHSA") and agrees to fully comply with its obligations thereunder in carrying out the work described in this Agreement. The Contractor acknowledges that the Owner is relying on the Contractor's representation and warranty as set out in this paragraph in entering into this Agreement. In particular and without limiting the obligations of the Contractor hereunder, the Contractor specifically agrees with the Owner that:

(i)

It has an occupational health and safety policy written or reviewed within the year prior to the date of execution of this Agreement, has set up a program to implement such policy, shall post such policy at the Site where its workers will be most likely to see it and shall provide a copy of such policy to the Owner;

(ii)

It will take every precaution reasonable in the circumstances for the protection of its workers and other workers at the Site;

(iii)

It will ensure that all obligations of the OHSA with respect to the appointment of health and safety representatives and joint health and safety committees are complied with and will co-operate with the Owner and other Contractors in that regard;

(iv)

It will comply with all of its obligations pursuant to the OHSA with respect to toxic substances ("WHMIS" requirements) including posting copies of any orders or directives from the Ministry of Labour, ensuring that all Hazardous Materials (as defined by the OHSA or regulations thereunder) brought on the Site by the Contractor are identified in the prescribed manner, ensuring that material safety data sheets ("MSDS") are prepared and distributed and posted as necessary, and ensuring that all worker instructions and training requirements of the OHSA are fully satisfied;

(v)

It will fully co-operate with the Owner and the Ministry of Labour in all matters relating to the OHSA and will provide to the Owner, on request, evidence in writing of such compliance as is or should be available, including evidence of WHMIS training where applicable; and

(vi)

It will require any of its forces to agree with it in writing to comply with all of the Contractor's obligations pursuant to the OHSA.
- 06.13
- The Contractor shall, to the full extent permitted by law, defend, indemnify and save harmless the Owner and its directors, officers, employees and agents from and against any and all claims, demands, losses, costs, damages, actions, suits, infractions, fines or proceedings directly or indirectly arising or alleged to arise out of the failure by the Owner to comply with any of its obligations under the OHSA with respect to matters for which the Contractor is responsible pursuant to this Agreement.
- 06.14
- If the Contractor should neglect to perform the work provided for herein in compliance with the OHSA to a substantial degree or repeatedly fails to comply with its obligations under the OHSA to a lesser degree, the Owner may notify the Contractor in writing that the Contractor is in default of its obligations under this Agreement and shall instruct the Contractor to forthwith correct such default, failing which the Owner shall have the right to terminate this Agreement and have the work completed by an alternative Contractor in which case the Contractor shall be responsible for any additional costs which the Owner may incur.
- 06.15
- The Contractor agrees to authorize and direct the Ministry of Labour to provide to the Owner full particulars of the Contractor's safety records and any orders issued against the Contractor by the Ministry of Labour with respect to the two-year period immediately preceding this Agreement.
- 06.16
- Prior to commencing the work, the Contractor shall provide evidence of compliance with the requirements of the Worker's Compensation Act including payments due thereunder and worker's compensation numbers, together with employment insurance numbers and shall further provide such clearances at the completion of the work and monthly during the course of construction, if the Owner so requests. The Contractor shall, to the full extent permitted by law, defend, indemnify and save harmless the Owner and its directors, officers, employees and agents from and against any and all claims, demands, losses, costs, damages, actions, suits or proceedings directly or indirectly arising out of obligations of the Owner pursuant to the Workers' Compensation Act with respect to any employees of the Contractor.
- 06.17
- The Contractor shall not employ any persons on the Site whose labour union affiliations or lack thereof may cause delay or stoppage of work or whose labour union affiliations or lack thereof are such as may result in delay in the execution of any part of the project of which the work described herein forms a part. In particular, such union affiliations or lack thereof shall not conflict with the Owner's collective agreement with Local 183 of the Labourer's Union and Local 793 of the Machine Operators Union. Prior to commencement, the Contractor shall provide to the Owner a certificate or letter from such union stating that the Contractor is in good standing with the appropriate union.
- 06.18
- The Contractor understands and agrees that this Agreement is "Non-Exclusive" and in no way implies that the Contractor named herein is guaranteed all work or any part thereof relevant to the scope of work attached hereto as Schedule A for the project named herein. The Owner reserves the right to designate lots and employ the services of other Contractors who may or may not be completing similar duties to that of this Contractor. The Owner reserves the right to employ multiple Contractors of the same discipline to complete the project as he sees fit.
- 06.19
- The Owner shall at his sole and absolute discretion determine the quality of the work completed by the Contractor, and as such reserves the right not to accept any work performed by the Contractor and/or any Supplies and/or Materials Supplied by the Contractor.

ARTICLE 07: INSURANCE



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- 07.01 The Contractor shall provide, maintain and pay for comprehensive general liability and construction insurance, automobile liability insurance and all-risk Owners equipment insurance, in an amount minimum \$ 2, 000,000.00 per occurrence, naming the Owner as an insured unless otherwise specified.
- 07.02 Unless otherwise specified, the duration of each insurance policy shall be from the date of commencement of the contract work until the date of the final certificate for payment of the prime contract. The policy shall be endorsed with an undertaking by the Insurer to provide the Owner with not less than thirty (30) days written notice in advance of cancellation, change or amendment restricting coverage.
- 07.03 The Owner will arrange for and maintain property insurance. It is the responsibility of the Contractor to be satisfied as to the adequacy of such insurance.
- 07.04 The Contractor and any of its forces shall be responsible for any deductible amounts under the policies as may be applicable to their operations and as established at the time of bidding.

ARTICLE 08: INDEMNITY

- 08.01 The Contractor shall indemnify and hold harmless the Owner and its directors, officers, employees and agents from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings by third parties that arise out of, or are attributable to, the Contractor's performance of this Agreement (hereinafter called "claims"), provided such claims are:
- (a) Attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property; and
  - (b) Caused by negligent acts or omissions of the Contractor or anyone for whose acts the Contractor may be liable; and
  - (c) Made in writing within a period of six (6) years from the date of substantial performance of the prime contract as set out in the certificate of substantial performance of the prime contract or within such shorter period as may be prescribed by any limitation statute of the Province of Ontario.

ARTICLE 09: TERMINATION

- 09.01 In the event that the Contractor is adjudged bankrupt, makes a proposal in bankruptcy, makes a general assignment for the benefit of creditors or if a receiver is appointed on account of insolvency at any time before final payment is made, the Owner shall have the right to hold back fifteen percent (15%) of the Contract Price until the expiration of the guarantee period as set out above. The Owner agrees to hold these funds in trust for a period of one (1) year from the date of substantial performance and the Owner shall have the right to use the amount held in trust to correct any defects arising from the Contractor's work.
- 09.02 In the event the Contractor refuses or neglects at any time to supply sufficient properly skilled workers or material of the proper quality, or fail in any respect to perform the work with promptness, diligence, within the Owner's schedule, or fail in the performance of any of the provisions herein contained, the Owner, in its sole discretion, may terminate this Agreement and enter on the Site and take possession for the purpose of completing the work under this Agreement, of all materials, tools, equipment and machinery of the Contractor and employ any other person to finish the work. In the event of such termination, the Contractor shall not be entitled to receive any further payments under this Agreement until all of the work is completed. If, on such completion, the unpaid balance of the amount to be paid under this Agreement exceeds the expense of the Owner in finishing the work, the excess shall be paid by the Owner to the Contractor provided that in the event such expense exceeds the unpaid balance, the Contractor shall pay the difference to the Owner forthwith.
- 09.03 The Owner shall have the right at any time before the commencement of the Work, by written notice to the Contractor, to terminate the Agreement at the Owner's sole discretion, in which case the Contractor shall not be entitled to make any claim for loss and/or damage either direct or indirect of any kind or type.
- 09.04 Given that this Agreement in "Non-Exclusive" as explained in section 06.18 the Contractor relinquishes any and all rights to compensation for anticipated profits and/or costs for services, work, and/or or materials/supplies which have not been performed and/or delivered/installed, should this Agreement be terminated.
- 09.05 This Agreement can be terminated without warning and/or notice by the Owner as his sole discretion should the following occur:
- a. The Contractor is found to be involved in actions and activities which are illegal, including but not limited to: theft, vandalism, assault, etc...
  - b. The Contractor and/or one of his/her employees, agents, 3<sup>rd</sup> party contractors etc... are found using drugs, and/or alcohol on the project site or are in any way intoxicated or impaired while performing work covered under Agreement.
  - c. The Contractor purposely sabotages other Contractor's work or prevents other Contractor's from carrying out their assigned tasks.

ARTICLE 10: ASSIGNMENT

- 10.01 The Contractor shall not assign this Agreement or any portion hereof without the prior written consent of the Owner, which consent may be unreasonably withheld.



CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR

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Trade Type:	HVAC	40' Units Included:	56
Project:	PV1 - PINEVALLEY FOREVERGREEN, VAUGHAN	42' Units Included:	44
		50' Units Included:	32

ARTICLE 11: ELECTRONIC CORRESPONDANCE

- 11.01
- Notice may be given by either party to the other by delivering same to the addresses noted (or such other address as may be directed by the parties) by personal delivery or by facsimile transmission. The notice shall be deemed to be received on the date it was delivered or faxed.
- 11.02
- Execution of documents requiring signatures and/or authorizations may be executed electronically via email and/or fax providing they are witnessed (if witness signature line is present), save and except this Agreement which must be an original document signed in the presence of all parties involved.

ARTICLE 12: THE AGREEMENT

- 12.01
- The Contractor and Owner for themselves, their heirs, estate trustees, administrators, successors, and permitted assignees, do hereby agree to the full performance of the covenants and agreements here in.
- 12.02
- The Agreement, together with the General Conditions, and Special Conditions, Terms, and/or Stipulations contained herein including all Schedules attached hereto is the entire Agreement between the parties relating to the work and replaces any earlier agreements, and the parties agree that there are no other agreements, collateral agreements, warranties and/or contracts other than those expressed herein.

ARTICLE 13: FURTHER COVENANTS:

- 13.01
- The Contractor further agrees and covenants:
- (a)
- to pay for all materials furnished and work and labour performed under this Subcontract, and to pay all taxes, Imposts, levies, assessments, premiums, fees or union dues relating thereto directly or indirectly, and to satisfy the Owner thereupon whenever demand is made, and to indemnify the Owner against and save them and the Project harmless from and forthwith to discharge, any and all claims, suits, or liens therefore;
- (b)
- to comply with the provisions of any applicable Construction, Builder's or Mechanic's Lien legislation applicable to the performance of the Work including, without limitation, any trust provisions thereof;
- (c)
- to obtain and pay for all permits, licenses and official inspections made necessary by the performance of the Work, and to comply with all laws, ordinances and regulations applicable to the performance Work;
- (d)
- to warrant that the Work shall conform to the requirements of this Subcontract and free of defects in materials and workmanship for a period of Two years from the date of final payment hereunder and the Contractor agrees to make good, at its own expense, during such period any defect in materials or workmanship which may occur or develop, or may be properly ordered modified by the Owner or any governmental inspector as the result of any work, goods or materials provided by the Contractor, together with any direct or indirect damages resulting from such defect or of such making good;
- (e)
- insofar as may be applicable generally or specifically to the performance of the Work and materials to be provided hereunder, the Contractor assumes towards the Owner all of the obligations required of the Owner under the Prime Contract, and shall be required to do all things and be bound by all rulings of the Consultant to the same degree as the Owner is bound, all to the satisfaction of the Owner;
- (f)
- to carefully examine all work (of the Contractor or others) near to or necessary to the Work, detect and notify the Owner of all defects or delays therein, and cooperate with the Owner and others in order to ensure that the work under the Prime Contract is properly integrated and functions properly;
- (g)
- to assume the risk of loss of or damage to Work not fully or finally accepted by the Owner, or to materials, supplies, equipment or scaffolds used or consumed in the performance of the Work.

ARTICLE 14: GENERAL CONDITIONS:

- 14.01
- All schedules attached hereto and initialled by the parties shall form part of this Agreement.
- 14.02
- This Agreement shall be interpreted in accordance with the laws of the Province of Ontario.
- 14.03
- Time shall be of the essence in this Agreement.
- 14.04
- Changes in the Work. The Owner shall have the right to order changes to the Work and shall do so in writing. The Contractor shall not undertake any changes or extra work without a written order from the Owner stating the amount of, or basis for calculating, extra payment (if any); and any such written orders for changes will be considered incorporated into this Subcontract and governed by its terms. All quotations by the Contractor for changes requested by the Owner will be broken down in sufficient detail to satisfy the Owner. If the parties are unable to agree on the value of any changes to the Work, all costs or reduction in costs involved therewith shall be determined in accordance with the provisions of the Prime Contract dealing with compensation for changes to the Work.
- 14.05
- Delays. If the Contractor is delayed in the performance of the Work as a result of the occurrence of any event beyond the control of the Contractor, the time to complete the Work shall be extended for such reasonable time as the parties agree in writing. The Contractor shall not be entitled to payment for costs incurred by such delays unless such delays result directly from actions by the Owner; in which case, the





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Contractor shall have no claim against the Owner for such costs unless the Contractor submits to the Owner a written notice, within five (5) days of the occurrence of any event giving rise to such costs, detailing the nature and amount of such claim.

- 14.06 Withholding of Payment. The Owner may withhold payments from the Contractor to such extent as may be considered necessary by the Owner to protect the Owner from loss on account of defective work or materials not remedied, or failure of the Contractor to perform any of its obligations hereunder. Upon completion of the "Project", the Owner shall hold the average contractual value of three (3) homes or \$5000 (whichever is greater) until such time that the warranty period on the last house has expired. The Contractor hereby acknowledges and agrees that the Owner may set-off against any payment obligation of the Owner to the Contractor, and that the Owner's obligation to pay the Contractor shall be reduced by any claim of any nature or kind by the Owner against the Contractor, whenever arising, whether for a liquidated amount or not, whether or not arising from or related to this Subcontract and including any claim against the Contractor by any other person which has been assigned to the Owner. Any right which the Contractor may have to assign rights under this Subcontract shall be subject to the Owner's right of set-off as aforesaid and any rights acquired by any assignee shall be subject to such Owner's right of set-off, irrespective of whether any claim by the Owner against the Contractor arises before, upon or after the assignment to the assignee, or before, upon or after the Owner is notified of such assignment.
- 14.07 Waiver. The Owner's payment to the Contractor, forbearance to complain or claim against the Contractor, or entry upon or partial or entire use or occupancy of any portion of the Work, shall not be deemed to be a waiver by the Owner of any of its rights against the Contractor unless there is an express agreement in writing to that effect.
- 14.08 Contractor Default. If the Contractor should be adjudged bankrupt, or make a general assignment for the benefit of creditors, or if a receiver is appointed because of the Contractor's insolvency, or if the Contractor becomes insolvent, or if the Contractor fails in the performance of any of its covenants or responsibilities herein contained or fails to prosecute the work with promptness and diligence, or otherwise delays the progress of the Owner, the Owner may, at its option, do one or more of the following: (a) terminate this Subcontract; (b) take possession of the Work and all materials, tools and machinery located on the site; and/or (c) perform or do anything the Contractor has failed to perform or do, either by the Owner itself or by employing others for such purpose. In any of these cases, the Owner may charge all costs, expenses, losses and consequential damages incurred by it including, without limitation, all legal fees (on a substantial indemnity basis) to the Contractor who covenants forthwith to reimburse the Owner therefore.
- 14.09 Delivery and Acceptance of Materials. If the Owner accepts delivery on behalf of the Contractor of any of the Contractor's materials, supplies or equipment, whether or not the Contractor is then absent from the site, the Owner shall not be liable for any deficiency or defect in quantity, quality, or content of what is delivered, nor shall the Owner be deemed to have accepted such materials, supplies or equipment. The Owner shall not be responsible for storage of any such materials, supplies or equipment.
- 14.10 Compliance with Laws and Collective Agreements. The Contractor agrees to comply with all applicable labour laws, rules and regulations of any governmental authority and agrees that, in the performance of this Subcontract, the Contractor will only employ labour which is, and under conditions which are, from time to time satisfactory to the Owner. The Contractor shall comply with those provisions of the Owner's collective agreements relating to the Work. Should the Owner be found liable for any breach of the Owner's relevant collective agreements, the Contractor agrees to indemnify the Owner in respect of any claims incurred by the Owner by reason of the failure by the Contractor to comply with those collective agreements or its failure to meet the subcontracting provisions, if any, of such collective agreements.
- 14.11 Health and Safety. The Contractor shall comply with the requirements of the *Workplace Safety and Insurance Act*, the *Occupational Health and Safety Act* and any related or similar Acts of the province or territory in which the Work is being done and shall comply with all other environmental protection legislation in effect at the time the Work is being done. The Contractor shall, if so required, furnish to the Owner satisfactory evidence that the terms of this clause are being complied with. The Contractor shall familiarize itself with and shall comply with the Owner's Safety Policy at all times during the progress of the Work.
- 14.12 Shop Drawings and Submittals. (IF REQUIRED) (a) The term "shop drawings" means drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are to be provided by the Contractor to illustrate details of a portion of the Work. The Contractor shall submit shop drawings to the Owner for its review with reasonable promptness and in orderly sequence so as to cause no delay in the Work or in the work of others. Shop drawings shall be submitted in the form of reproducible transparencies or prints as the Owner may direct. At the time of submission, the Contractor shall notify the Owner in writing of any deviations in the shop drawings from the requirements of this Subcontract. The term "By Others" or similar comments on shop drawings will not be recognized unless they specifically concur with the specifications. (b) The Contractor shall submit any samples required to be provided for approval to the Owner with reasonable promptness and in orderly sequence so as to cause no delay in the Work or in the work of others; (c) The Contractor agrees to provide the Owner with such information as the Owner may demand from time to time to evaluate the progress and coordination of the work or to prepare and revise construction and coordination schedules. (d) The Contractor shall supply all as-built drawings, maintenance manuals, instructions, warranties, certificates and other similar documents as and when required by the Owner and, in any event, no later than the Contractor's final progress claim or two weeks before the Consultant's final inspection, whichever is the earlier.
- 14.13 It is understood that the entire Agreement or any part thereof between the Owner and the Contractor is Conditional upon the Owner securing construction financing (*if and where applicable*) for the project in an amount and upon terms and conditions satisfactory to the Owner at its sole, absolute and un-reviewable discretion. Failing this condition, the Contractor agrees and understands that this Agreement shall be deemed terminated and the Owner shall hold no responsibility to the Contractor in any capacity including monetary compensation as a result of this condition not being satisfied to the Owner's satisfaction.



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- 14.14
- Verbal representation(s), agreement(s), do not under any circumstance constitute any formal acceptance by either the Owner and/or Contractor and as such shall hold no bearing/liability of any kind on the activities of either the Owner and/or Contractor relating to the work associated with this Agreement. No Exceptions.
- 14.15
- The Contractor shall be required to attend safety meetings organized by the Owner (routine and/or random) at whatever locations chosen by the Owner. Attendance and compliance by the Contractor is mandatory. The Contractor shall also maintain detailed occurrence reports of any injuries to his/her staff, workers, and/or suppliers, etc... which occur on the project premises, and shall furnish the Owner with those reports upon each occurrence.
- 14.16
- Prior to commencement of any work by the Contractor, the Contractor shall thoroughly inspect the premises, location and any existing item(s)/materials which may be affected by this Contractor's work and report in writing any existing defects or deficiencies to the Site Superintendent. In the event that this Contractor fails to report any existing damages premises, location and any existing item(s)/materials which may be affected by this Contractor's work and the need arises to correct any such unreported defects or deficiencies the Contractor shall remove any materials installed by the Contractor to provide access to the Owner to remedy any such damages at no cost whatsoever to the Owner. Upon completion of any such remedial work carried out by the Owner, the Contractor shall be responsible to re-install, re-supply, any and all materials, items, and labour removed by the Contractor as a consequence thereof. Commencement of work by the Contractor implies that Contractor has accepted all existing conditions and workmanship and materials by other Contractors.
- 14.17
- Discontinued or unavailable materials, colours and/or items that are to supplied and/or supplied and installed by this Contractor shall be substituted with materials, colours, and/or items of equivalent of great quality and as similar to the discontinued or unavailable materials, colours and/or items. It is the Contractor's sole responsibility; to provide the Owner with alternatives/substitutions well in advance should this situation occur. Final acceptance of any alternatives/substitutions shall be by the Owner. No increase in price for any items affected as of a result thereof shall be permitted by the Owner. Any and all alternatives/substitutions shall be completed for the same price as what the initial material, colour and/or item that has been discontinued or unavailable by the Contractor
- 14.18
- The Owner shall not be responsible for the loading, unloading, hoisting, or handling of any materials, supplies, and/or items on behalf of the Contractor.
- 14.19
- This Agreement shall remain in effect through the effective period of January 1, 2019 to April 30, 2020.

ARTICLE 15: AFTER SALES SERVICE AND WARRANTY:

- 15.01
- The Contractor hereby agrees to guarantee all services rendered, work performed and/or materials/supplies supplied/installed for a period of two (2) years from the date of closing (*Closing defined as date that end user takes possession*). Which shall hereinafter be known as the "Warranty Period".
- 15.02
- All Contractors shall in addition provide the Owner with the same warranties and guarantees expected of the Owner by the Tarion Warranty Corporation.
- 15.03
- All service work orders issued by the Owner to the Contractor must be fulfilled and completed to the satisfaction of the Owner in accordance with the Tarion performance guidelines. In addition, the Owner reserves the right to deem any item which the Owner at his sole discretion feels is deficient even if the repair in question falls within the acceptable parameters of the Tarion performance guidelines, and the Sub-Contract shall fulfill the service work order issued to him/her by the Owner accordingly.
- 15.04
- Upon issuance of a service repair work order to the Contractor by the Owner, the Contractor shall have a MAXIMUM of five (5) CALENDER DAYS to complete all items contained on the service work order. The Contractor shall make all the necessary arrangements with the Owner/Occupant of the premises to schedule the repair and carry out all work necessary to remedy the deficient work. Contact information of the owner/occupant will be provided by the Owner to the Contractor. In the event that the unit is not yet occupied by the end user the Contractor shall schedule the appointment with the Owner to gain access to the premises in order to fulfill the service work order issued to him/her. The Owner reserves the right to hold payment for any invoices if any of the Contractor's service work orders remain incomplete for twice the acceptable days to complete.
- 15.05
- In the event that the Contractor does not fulfill a service work order within the time prescribed in section 15.04, the Owner shall at his own discretion and without notice hire a 3<sup>rd</sup> party company, handyman, or use one of their own service men, to complete all necessary repairs as the Owner feels are required at his own unfettered discretion and backcharge the Contractor for all costs incurred by the Owner plus an administration charge of fifteen percent (15%) with a minimum charge of \$150 per occurrence, which shall be deducted from any amounts owing to the Contractor by the Owner.
- 15.06
- In the event that the Contractor is unable to comply with a prearranged appointment, and does not provide a minimum of three (3) days' notice of his/her inability to fulfill the scheduled appointment as agreed, the Owner shall backcharge the Contractor in the amount of Two Hundred and Fifty Dollars (\$250.00), which shall be deducted from any amounts owing to the Contractor by the Owner.

CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR

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		50' Units Included:	32

- 15.07
- It is the Contractor’s sole responsibility to ensure that upon completing the items contained on each service work order, to obtain the required sign-off (signatures) of the owners/occupants signifying their acceptance and satisfaction with the repairs carried out. No service work order shall be deemed as complete with the owners/occupant’s signatures and acceptance.
- 15.08
- The Contractor shall mail, fax, email all signed completed work orders to the Owner’s head office upon completion, and within the MAXIMUM five day (5) prescribed timeline as set out in 15.04. Failure to comply may result in further backcharges, and/or administration charges to the Contractor by the Owner.
- 15.09
- All items repaired by this Contractor shall be warrantable for the full duration of the Warranty Period.
- 15.10
- All repairs completed by this Contractor shall meet all requirements of the OBC, Tarion, Electrical Safety Authority, Municipality, CMHC Owner’s Bulletins, and the Satisfaction of the Owner. No Exceptions.
- 15.11
- All repairs carried out by this Contractor shall be completed in a workmanlike manor, without damaging any other items in the process. If the Contractor is required to damage other items in order to carry out his/her repairs, the Owner must be notified in advance so that he can coordinate additional Contractors to carry out any repairs required as a result thereof. Any costs associated with making good, repairing, or correcting any items damaged in the process of the Contractor’s repairs shall be backcharged to the Contractor plus an administration fee of fifteen percent (15%) with a minimum charge of \$150 per occurrence, which shall be deducted from any amounts owing to the Contractor by the Owner.
- 15.12
- The Contractor is strictly prohibited from supply materials and/or performing any labour directly for the Owner’s clients (*Purchasers*) without the expressed written consent from the Owner. Should the Contractor be found to have engaged in any private deals with the Owner’s clients (*Purchasers*) the Contractor must remove, dismantle, undo, and otherwise correct any and all work performed on the subject premises upon written direction to comply by the Owner. The Contractor shall also be responsible for any and all costs incurred by the Owner to remedy any other items and/or work affected by any such activities as determined by the Owner.



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ACCEPTANCE

OWNER INFORMATION – GOLDPARK (PINEVALLEY) INC.

CONTACT:	General Manager, Louis Previte	ADDRESS:	3300 Highway #7, Suite 400
TELEPHONE:	905.760.9595 Ext. 246		Concord, Ontario
FAX:	905.760.9598		L4K 4M3
E-MAIL:	<a href="mailto:lprevite@goldparkhomes.com">lprevite@goldparkhomes.com</a>		

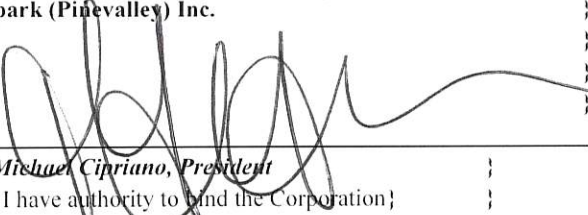
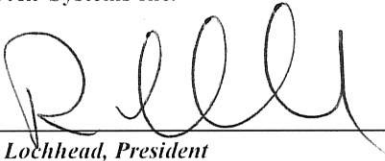
CONTRACTOR INFORMATION – NATIONAL AIR SYSTEMS INC.

CONTACT:	Ron Lochhead	ADDRESS:	10 Farnboro Rd.
TITLE:	President		Etobicoke, ON, M9W 0A1
TELEPHONE:	416.532.0654		
FAX:	416.532.3811		
MOBILE:			
E-MAIL:			

Workmen’s Compensation: Firm #: \_\_\_\_\_ Account \_\_\_\_\_ Expiry Date: \_\_\_\_\_

Insurance Co & Policy # \_\_\_\_\_ Expiry Date: \_\_\_\_\_

IN WITNESS WHEREOF the parties have executed this Agreement by the hands of its officers duly authorized in that behalf on the date first above written.

Owner:	Contractor:
Goldpark (Pinevalley) Inc.	National Air Systems Inc.
	
Per} _____	Per} _____
Michael Cipriano, President	Ron Lochhead, President
{I have authority to bind the Corporation}	{I have authority to bind the Corporation}

\* ALL PAGES OF THIS AGREEMENT MUST BE INITIALED BY BOTH THE OWNER AND CONTRACTOR IN THE SPACES PROVIDED \*

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

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 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 Owner'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 Contractor must visit the site prior to commencing work. Any site conditions that could potentially effect, or hinder the progress or quality of this Contractor's work as per the Drawings, Directions, Site Instructions, or Governing Building Codes and Construction Standards must be reported to the Owner in writing. If work commences and no such issues are raised by the Contractor, then it will be mutually agreed that the Contractor has accepted the site conditions “As-Is”.
- 6) All work to be completed as per Owner’s schedules, and as instructed by the Owner.

SECTION B - MATERIAL / EQUIPMENT & HANDLING

- 1) The 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 Owner’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 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 Contractor.
- 4) The 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 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 Contractor may be instructed to cease delivery operations immediately.
- 5) All materials and equipment brought to the job site by this Contractor shall be insured by the Contractor.
- 6) All equipment brought to the job site by this Contractor must have all required documentation with it and available upon request. Including: Ownership, Insurance, maintenance logs, operator information and license, etc...





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		50' Units Included:	32

- 7) All waste, garbage, and debris generated by this Contractor's work / activities shall be disposed off by the Contractor in the areas designated by the Site Supervisor. This shall be the sole responsibility of the Contractor. Any clean up, or debris removal work that must be completed by the Owner on behalf of the Contractor shall be backcharged accordingly.
- 8) It is the Contractor'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 Contractor's negligence of the above aforementioned shall be solely his responsibility. **THE CONTRACTOR 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 Owner at his own expense agree to Supply winter heat (propane/heaters) to the Contractor, the Contractor is required to maintain a log book of all propane bottles used by the Contractor for submission to the Owner upon request.
- 2) Tarping, covers, etc.. shall be the responsibility of the Contractor and included in the contract price, where and when required unless otherwise agreed in writing by the Owner. Should the Owner agree to provide tarping, covers, etc to the Contractor the 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 Contractor will make a valid and verifiable effort to ensure that the Owner'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 Owner's main office. The Contractor clearly understands and agrees that none of the Contractor'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 Contractor shall be reported immediately to the Owner's head office and dealt with through the Owner. The Contractor further understands and agrees that should the Contractor's forces engage directly with a purchaser, the Contractor will be terminated and be responsible and reimburse the Owner for all monies lost by the Owner as a result of such direct activity, as calculated by the Owner.
- 2) Work is to proceed in accordance with work schedules as provided by the Owner.
- 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 Contractor 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 Owner'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 Owner's client NOT date that the work was completed. The Tarion Warranty Corporation shall govern. Any items/deficiencies deemed Warrantable either the Owner and/or the Tarion Warranty Corporation shall be the responsibility of this Contractor to correct.
- 7) All shop drawings associated with this Contractor's work must be submitted to head office prior to commencing work.
- 8) The Owner reserves the right to inspect all vehicles (at his own discretion) entering or leaving the job site.

CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR

Contractor	NATIONAL AIR SYSTEM INC.	Effective Period:	Jan 1/19 – Apr 30/20
Trade Type:	HVAC	40' Units Included:	56
Project:	PV1 - PINEVALLEY FOREVERGREEN, VAUGHAN	42' Units Included:	44
		50' Units Included:	32

- 9) All Contractors must sign in and out at the Owner'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 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 Owner's designated day only. Contractor must submit to the site office a written request for completion slips one week prior to the Owners 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 Contractor's foreman. Completion slips will not be faxed to the Contractor. (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 all required lengths and sizes of gas piping, shut off valves, venting and exhaust piping for connections of specified furnaces and hot water tanks. Venting systems for all combustion appliances to be minimum 46C standard, 636 PVC pipe. Gas supply, venting and exhaust work to include sleeving or drilling holes through exterior walls and caulking. Main gas line to be minimum 1" and large enough to accommodate Fireplace, BBQ Line Furnace and Hot water tank. Increase size to 1 1/4" if required due to additional upgrades. Venting to be minimum 18" from proposed finished grade as provided by Site Manager.
- 2) All models to have 9' basement ceiling heights, 10' main floors ceiling heights and 9' 2<sup>nd</sup> floor ceiling heights.
- 3) Supply all gas fired equipment, installation, materials, permits, etc... To complete all work as per this scope of work, the Ontario Building Code, and as per the specifications and requirements of SB12 Compliance package J.
- 4) All "tees" and shut off valves to be located in furnace area, visible, unobstructed and readily accessible for future hook-up and access. Tees to be in Gas manifold configuration. Exact locations in furnace area for tees or shut off valves in each model type must be determined in advance and approved by the Site Manager.
- 5) Install power exhausted hot water heaters (supplied by others). Hot water tank work to include supply and installation of all venting kits and snorkel kits (if necessary). Ensure hot water tank sits level.
- 6) Supply and install gas line to future BBQ location.
- 7) Supply and install complete Lennox EL296E(96%) high-efficiency gas furnace with ECM monitor with controls and including all low voltage wiring, as per architectural plans, new C.G. A. standards and all local heating code requirements. Prior to installation of furnace, the Contractor must agree with the Site Manager as to the exact furnace location per each house type. All Furnaces and Air conditioning units used on site to only be "Lennox" Brand Name Product. Furnace size as per heat gain calculations.
- 8) All coring or hole drilling shall be performed with mechanical drill only. Hole sizes shall not be excessive in size. Core to be caulked with exterior caulking, interior and exterior sides of wall. Contractor will be back charged for any repair due to excessive or rough openings.
- 9) Supply and install all required flue connections, wall caps, dryer vent caps, duct insulation, flex connectors, canvas fittings on supply air plenum, etc. Colour of exterior caps for each model type to be "BROWN" or as per Site Mangers instructions.
- 10) Supply and install exhaust pipe to vent all bathrooms and laundry rooms to exterior. Install exhaust fan housing box (supplied by others) and connect the exhaust pipes. Seal all connections. Venting for exhaust fans to have horizontal ducts installed with a small positive slope to exterior. Ensure all vents in attic space are insulated and properly secured. Sizing of bathroom exhaust fans to match fan CFM output. Supply and install ventilation piping and wall caps for dryer.





CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR

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- 11) Supply and install dryer box DBX1000 or equal in laundry room, location on main or 2<sup>nd</sup> floor as noted on the blue print.
- 12) Tape all main supply and return ducts as per OBC requirements (Version 12.1)
- 13) Supply and install all ductwork as per the heating/cooling layouts approved by the municipality and other authorities. Ductwork to be properly secured and reinforced high within floor joist and partition wall cavities. Openings through subfloors and studs to be made with a saw only and opening to be proper size. Heat and wall registers to be framed square and at right angles. Sheet metal junctions shall be properly screwed and sealed. Ductwork at registers to be tight to subfloor. Standard ceilings heights as per plans.
- 14) Ensure that duct sizes are sufficient to accommodate a future air conditioning system. Rough in work for future air conditioning units standard.
- 15) Supply and install wall and floor registers for each house type as required. Supply air registers to be Brown, Taupe or White. Colour to vary to match flooring in each room. Colour used in each room to be predetermined by Owner's designer or Site Manager before installation.
- 16) Provide and hook up temporary thermostat at interior finishing stage (supply approximately 20 temporary thermostats). Upon home completion remove temporary and install permanent heat/cool thermostat. Standard permanent programmable thermostat to be Energy Saving "LENNOX COMFORT SENSE 3000". Provide fan switch control capability for air circulation as per the OBC.
- 17) Air balance entire system in each dwelling twice if required to ensure proper heating/cooling distribution. Preliminary balancing of system prior to occupancy. Final balancing during first cold weather following occupancy, only if requested by Owner.
- 18) Finished basement landings to receive supply air and return air ducting.
- 19) Return air grilles shall be white and located on walls only. Low wall return airs on first floor. High wall return airs on the second floor. Each bedroom to receive one cold air return. For rooms over the garage, return air grilles to be high and low with dampers.
- 20) Supply and install LENNOX (HRV5-150) HRV Unit (simplified installation).
- 21) Supply and install all required wall caps, ducting insulation (minimum 4"into house) and sleeves to vent 6" kitchen range hood exhaust fan to exterior.
- 22) Cut wall plates to be reinforced with steel plates at time of rough-in.
- 23) All furnaces to be double vented and ready for construction use.
- 24) Perform all modifications to the heating/cooling plans as documented by the municipal plans examiner or other authorities having jurisdiction. All modification work included in the contract price.
- 25) Prices acknowledge that Polyicynene Insulation in garage ceiling (by others) is standard.
- 26) All systems and mechanical units supplied to include all required materials to make them fully operational.
- 27) Should specified equipment or equal substitutions become unavailable, Contractor shall supply equipment of equal or higher quality at no extra cost to the contract. Proposed substitutions shall be submitted and approved by the Owner in writing prior to installation.
- 28) Clearly place information tags, labels, stickers and service records for easy access and review by others. Submit one package per lot of operating and service manuals for various equipment and fixtures to the site office. (Furnace, A/C unit, night set back thermostat, barbeque valve, etc.)

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- 29) Budging in joists to be replaced after ductwork is installed with proper blocking. Reinforcing of floor is required when registers or floor vents are cut out. All studs that are moved are to be replaced and re-nailed.
- 30) In winter conditions, remove Tee and connection for temporary gas heaters at meter (installed by others) and make connection into home. Furnace to be immediately tested and started in compliance with Gas Utility regulations for gas heater program.
- 31) The Contractor shall review each layout and satisfy itself that the layouts conform to all applicable codes, performance standards and scope of work identified in this contract. Should the Contractor not be satisfied, the Contractor shall make any required changes to the layouts and provide new certified plans. The Contractor acknowledges that using layouts provided by others shall in no way alleviate any of its responsibility to supply and install an approved, properly functioning heating and cooling system and deliver a system that satisfies the obligations identified in this contract.
- 32) All floor heating outlets to be securely covered by this owner at time of rough-in to protect ducts from construction debris.
- 33) Make provisions for low headroom areas where required.
- 34) Supply and install 2 sets of furnace filters. One set at time of installation. New set at pre-delivery inspection. Second set to be provided only if Site Manager requests it.
- 35) This Contractor is responsible for coordinating inspections with the Site Manager.
- 36) Contractor acknowledges building in winter conditions is reflected in standard contract prices.
- 37) Contract Prices Includes unloading, hoisting and movement of equipment around the site.
- 38) All labour, equipment and materials to be fully guaranteed for a two-year period from occupancy date of purchaser.
- 39) Contractor to give 10% discount on Model Homes.
- 40) Contractor will be responsible for sealing any penetrations through building envelope after house has passed insulation inspection.
- 41) Contractor agrees and acknowledges that the Sales Office (Lot 93) and Model Homes (Lots 91 and 92) are to be provided at a 3% discounted contract price as per attached schedule B and inclusive of LENNOX 13 SEER AIR CONDITIONER MODEL 13ACX060 and LENNOX Wifi E30 THERMOSTAT. (Model home pricing in Schedule B reflects free of charge., supply of all furnaces and thermostats and the Air conditioner for lot 93 only).

SECTION F – SITE RULES AND REGULATIONS:

*This Contractor agrees with, and shall comply with the following “Project Rules”. Non-compliance shall result in remedies allowed by the Owner 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.



CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR

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		50' Units Included:	32

- 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 Contractor shall at all times ensure that the health and safety of their staff and crews are paramount. As such the Contractor 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 Contractor must provide to the Owner a copy of their Health and Safety Book which must be kept on site at all times in the Owners construction office. If the Contractor does not provide a copy of their Health and Safety Book to the Owner as required under this contract, the Owner may choose to terminate or suspend the Contractor and/or withhold payment until such time as the Contractor furnishes the Owner with their Health and Safety Book.
- 3) The Contractor shall be required regular safety meetings (at the Owners discretion) on site, as requested by the Owner.
- 4) All Contractors 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 Contractor agrees to comply fully with the Owner’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.

CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR

Contractor	NATIONAL AIR SYSTEM INC.	Effective Period:	Jan 1/19 – Apr 30/20
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Project:	PV1 - PINEVALLEY FOREVERGREEN, VAUGHAN	42' Units Included:	44
		50' Units Included:	32

- 2) The Owner will provide written notification to the Contractor of any deficiencies noted in the pre-delivery inspection, which are the Contractor’s responsibility to repair. Such notification shall be provided by the Owner in accordance with Article Seven of the Agreement; and.
- 3) The Contractor agrees to respond to the Owner 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 Owner may, at the Contractor’s expense, attend to such rectification (either itself or through another Contractor). All expenses of such rectification together with an administrative charge of \$150.00 shall be deducted from any monies owing to the Contractor.
- 4) Should approval be granted by the Owner allowing the Contractor to rectify such deficiencies after occupancy by the Owner’s Purchaser, it is the Contractors’ sole responsibility to contact the purchaser and schedule appointments to rectify such deficiencies. Further, the Contractor shall be responsible to have the Owner’s service completion forms signed by the purchaser indicating the purchaser’s acceptance of the work. Should the Contractor fail to honour or attend appointments made with the purchaser, the Owner shall immediately remedy the matter and proceed as described in paragraph (c).



CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR

Contractor NATIONAL AIR SYSTEM INC.  
Trade Type: HVAC  
Project: PV1 - PINEVALLEY FOREVERGREEN, VAUGHAN

Effective Period: Jan 1/19 – Apr 30/20  
40’ Units Included: 56  
42’ Units Included: 44  
50’ Units Included: 32

SCHEDULE - B

CONTRACT PRICES

Model	Name	Elevation	Square Feet	Total Contract	60 % Rough in	40 % Finishing	
4000	Briarwood	A	2820.0	\$			
4000	Briarwood	B	2810.0	\$			
4001	Summerdale	A	2840.0	\$			
4001	Summerdale	B	2825.0	\$			
4002	Valleyview	A	2896.0	\$			
4002	Valleyview	B	2968.0	\$			
4003	Brookside	A	3327.0	\$			
4003	Brookside	B	3296.0	\$			
4004	Daleridge	A	3281.0	\$			
4004	Daleridge	B	3341.0	\$			
4004	Daleridge	C	3319.0	\$			
4005	Edgebrook	A	3412.0	\$			
4005	Edgebrook	B	3401.0	\$			
4005	Edgebrook	C	3430.0	\$			
4006	Lilac	A	3373.0	\$			
4006	Lilac	B	3331.0	\$			
4201	Maplewood	A	2661.0	\$			
4201	Maplewood	B	2624.0	\$			
4202	Rosedale	A	3592.0	\$			
4202	Rosedale	B	3543.0	\$			
4202	Rosedale	C	3526.0	\$			
4203	Forestcrest	A	3742.0	\$			
4203	Forestcrest	B	3857.0	\$			
4203	Forestcrest	C	3885.0	\$			
4204	Brookvalley	A	3608.0	\$			
4204	Brookvalley	B	3646.0	\$			
5001	Hillsborough	A	3588.0	\$			
5001	Hillsborough	B	3659.0	\$			
5002	Roseview	A	3706.0	\$			
5002	Roseview	B	3764.0	\$			
5003	Oakgrove	A	3862.0	\$			
5003	Oakgrove	B	3845.0	\$			
5003	Oakgrove	C	3854.0	\$			
5004	Beaumont	A	4106.0	\$			
5004	Beaumont	B	4253.0	\$			
5004	Beaumont	C	4100.0	\$			
5004	Beaumont (CNR)	A/B/C	4440.0	\$			
5005	Knightswood	A	4376.0	\$			
5005	Knightswood	B	4372.0	\$			
5005	Knightswood	C	4451.0	\$			
5005	Knightswood (CNR)	A/B/C	4372.0	\$			
5006	Silverwood	A	3371.7	\$			
5006	Silverwood	B	3371.7	\$			
Lot 94 (4004)	Daleridge	A	3281.0	\$			
Models Pricing							
Model	Name	Elevation	Square Feet	Total Contract	25 % Rough in	60 % Finishing	15 % A/C Install
Lot 91 (Model)	Oakgrove	C	3854.0	\$			\$
Lot 92 (Model)	Beaumont	A	4106.0	\$			\$
Lot 93 ( Sales Office)	Knightswood	B	4372.0	\$			\$



CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR

Contractor NATIONAL AIR SYSTEM INC.  
Trade Type: HVAC  
Project: PV1 - PINEVALLEY FOREVERGREEN, VAUGHAN

Effective Period: Jan 1/19 – Apr 30/20  
40’ Units Included: 56  
42’ Units Included: 44  
50’ Units Included: 32

SCHEDULE - C  
EXTRAS AND UNIT RATES

The following unit rates shall apply to work only deemed “EXTRA TO CONTRACT” except for items quoted separately at the request of the Owner. Purchase Orders and/or Construction Summaries are required prior to proceeding with ANY work deemed extra to Contract.....No Exceptions.

Prices quoted below with the Exception of the Contractor’s Hourly Labour Rate include all materials, equipment, delivery and labour to complete and/or supply. All extras to contract must be covered by either the Owner’s Construction Summary or the Owner’s Purchase Order. Extras must be invoiced separately from contract work following the requirements of Article 5.

			Ground Floor				Second Floor								
			GFA1	GFA2	GFA3	GFA4	SFA1	SFA2	SFA3	SFA4	SFA5	SFA6	SFA7	SFA8	SFA9
Model	Name	Elevation	Alternative Kitchen & Family Room Layouts	Optional 3-Piece Bath Layout	Optional Ground floor Layout	Optional Layout (Library)	Shower in Lieu of Tub (Bedr. 2)	Shower in Lieu of Tub (Master Ensuite)	Shower in Lieu of Tub (Twin Bth)	Optional Laundry Layout	Optional 5th Bedroom	Optional F/P (Ensuite)	Optional Wet Bar (Mstr. Bdrm.)	Optional Loggia	Optional Elevator
4000	Briarwood	A				\$ -									
4000	Briarwood	B				\$ -									
4001	Summerdale	A													
4001	Summerdale	B													
4002	Valleyview	A													
4002	Valleyview	B													
4003	Brookside	A													
4003	Brookside	B													
4004	Daleridge	A									\$				
4004	Daleridge	B									\$				
4004	Daleridge	C									\$				
4005	Edgebrook	A									\$				
4005	Edgebrook	B									\$				
4005	Edgebrook	C									\$				
4006	Lilac	A													
4006	Lilac	B													
4201	Maplewood	A													
4201	Maplewood	B													
4202	Rosedale	A			\$ -						\$				
4202	Rosedale	B			\$ -						\$				
4202	Rosedale	C			\$ -						\$				
4203	Forestcrest	A													
4203	Forestcrest	B													
4203	Forestcrest	C													
4204	Brookvalley	A									\$				
4204	Brookvalley	B									\$				
5001	Hillsborough	A													
5001	Hillsborough	B													
5002	Roseview	A									\$				
5002	Roseview	B									\$				
5003	Oakgrove	A									\$				
5003	Oakgrove	B									\$				
5003	Oakgrove	C									\$				
5004	Beaumont	A									\$				\$
5004	Beaumont	B									\$				\$
5004	Beaumont	C									\$				\$
5004	Beaumont (CNR)	A/B/C									\$				\$
5005	Knightswood	A									\$				\$
5005	Knightswood	B									\$				\$
5005	Knightswood	C									\$				\$
5005	Knightswood (CNR)	A/B/C									\$				\$
5006	Silverwood	A													
5006	Silverwood	B													

Note: All above pricing is in addition to Contract Price in Schedule B

Cont'd





CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR

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SCHEDULE - C  
EXTRAS AND UNIT RATES (cont'd)

OPTIONAL EXTRA SHEET

LABOUR RATES		\$	/HR
HRV			
FULLY DUCTED	ADD	\$	
- To all washroom & laundry c/w 20 minutes lighted timers			
- Main wall controller up to 4 outlets			
AIR CONDITIONING SYSTEMS	13ACX	14ACX	
- A/C prices include condenser, coil, refrigerant line			
- Low and high voltage wiring & wall brackets			
1 ½ TON	\$	\$	
2 TON	\$	\$	
2 ½ TON	\$	\$	
3 TON	\$	\$	
3 ½ TON	\$	\$	
4 TON	\$	\$	
5 TON	\$	\$	
IF LINESET EXCEEDS 50 FEET ADD		\$	
ROUGH IN LINESET ONLY UP TO 7/8" C/W PERMIT			AND HIGH
VOLTAGE WIRING (MAX 50 FEET)	\$		
FURNACE			
LENNOX 2 STAGE VARIABLE SPEED FURNACE		\$	
- Up to 70,000 BTU's			
LENNOX 2 STAGE VARIABLE SPEED FURNACE		\$	
- 90,000 to 110,000 BTU's			
FURNACE REPLACEMENT			
STOLEN FURNACE NOT INSTALLED		\$	
STOLEN FURNACE THAT WAS INSTALLED		\$	
HUMIDIFIER			
LENNOX MODEL WB3-12 (up to 2000 sq.ft)		\$	
LENNOX MODEL WB3-17 (2000 to 3000 sq.ft)		\$	
MEDIA AIR FILTER			
LENNOX MODEL HC-10 16X25		\$	
LENNOX MODEL HC-10 20X25		\$	
HEPA FILTER			
LENNOX MODEL HEPA-40		\$	
LENNOX MODEL HEPA-60		\$	
THERMOSTAT			
LENNOX COMFORT SENSE 5000 PROGRAMMABLE		\$	
ADDITIONAL			
SECOND FLOOR SUPPLY AIR OR RETURN AIR		\$	
MAIN FLOOR OR BASEMENT SUPPLY AIR OR RETURN AIR		\$	
BATHROOM EXHAUSTS		\$	
BASEMENT CEILING HEIGHTS 9 FEET AND ABOVE		\$	
BATHROOM EXHAUSTS, IF VENTED OVER 1 LEVEL		\$	
UPGRADE TO 8" KITCHEN EXHAUST		\$	
UPGRADE TO 10" KITCHEN EXHAUST		\$	
BASEMENT			
LOOK OUT AND WALK OUT BASEMENT		\$	
FINISHED BASEMENTS		\$	
GAS PIPE HANG, VENT AND GAS PIPE RINNAI TANK		\$	
GAS PIPE GAS APPLIANCE		\$	A
GAS PIPE 2 <sup>ND</sup> FLOOR OR ROOM OVER GARAGE APPLIANCE		\$	A
GAS PIPE 3 <sup>RD</sup> FLOOR APPLIANCE		\$	A
GAS PIPE THROUGH GARAGE OR ALONG OUTSIDE WALL IN EXCESS OF 5'		\$	A
VENT FURNACE OR HOT WATER TANK THROUGH GARAGE		\$	ENT
ADD ADDITIONAL GAS LINE AFTER HOUSE HAS BEEN GAS PIPED		\$	A
SLEEVEING OF PORCH FOR GAS LINE STEEL PIPE		\$	
SLEEVEING OF PORCH FOR GAS LINE GASTITE		\$	
INCREASE FURNACE MAIN GAS LINE FROM 1" TO 1 1/4		\$	
SECOND TRIP TO CONNECT HWT OR GAS METER		\$	
INCREASE MAIN GAS LINE TO 1 1/4 PIPE		\$	
ACTIVATION OF FURNACE		\$	

CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR

Contractor NATIONAL AIR SYSTEM INC.  
Trade Type: HVAC  
Project: PV1 - PINEVALLEY FOREVERGREEN, VAUGHAN

Effective Period: Jan 1/19 – Apr 30/20  
40' Units Included: 56  
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SCHEDULE - D  
EXTERIOR COLOUR PACKAGE



**HUNT**

DESIGN ASSOCIATES INC.

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Gold Park Homes

Exterior Colour Packages

Pine Valley, Vaughan, Ontario

Our Project No.: 217020

April 29 2019

(ELEV. A&B ~ BRICK & STONE ELEVATIONS)

EXTERIOR COLOUR SELECTION	MANUFACTURER	1	2	3	4	5	6	7	8	9	10	11	12
Roof	IKO	BR-1	BR-2	BR-3	BR-4	BR-5	BR-6	BR-7	BR-8	BR-9	BR-10	BR-11	BR-12
City Brick	(Dynasty Series)	Granite Black	Granite Black	Asphaltum	Asphaltum	Granite Black	Granite Black	Granite Black	Granite Black	Granite Black	Granite Black	Granite Black	Granite Black
Clay Brick	Meridian Brick	Wellington	Shelbrook	San Antonio	Abdon	Westford (Square Logo)	Merclair	Macedonia	Pearson	Hudson	Guildwood	Sutton	St. James
Stone Veneer	Pennaco	Margaux Beige	Range Darlap Beige	Range Ambrose Beige	Range Chamberd Gray	Berkley Brown	Range Ambrose Beige	Princess Margaret Blend	Margaux Beige	BLEND - 65% NEWPORT GREY 15% WOODLAND BLACK	Pincrest Margaret Blend	Range Chamberd Gray	Range Ambrose Beige
	(Lafite Series)	Driftwood	Olive	Driftwood	Barnboard	Birchbark	Nutmeg	Wheat	White	Nutmeg	Barnboard	Driftwood	Olive
	(Renaissance Series)	Lopla	Intellectual Gray	Keystone	Gauntlet Gray	Anonymous	Tin Izzie	Gateway Gray	Gray Area	Peripole	Urban Jungle	Faded Wood	Intellectual Gray
Stucco	(Match Sherwin Colours)	SW 7506	SW 7045	SW 7504	SW 7019	SW 7046	SW 9163	SW 7844	SW 7052	SW 7047	SW 9117	SW 9171	SW 7045
Soffit, Fascia, Gutter	Glacola Aluminium	Black	Slate	Pebble	Commercial Brown	Windswept Smoke	Slate	Pebble Clay	Windswept Smoke	Commercial Brown	Pebble	Windswept Smoke	Slate
Flare Board	Canamould (Dryx)												
Front Door	Sherwin Williams	Seal Skin SW 7575	Rock Bottom SW 7052	Dark Olive SW 6183	Black Fox SW 7020	Ticorn Black SW 6288	Iron Ore SW 7069	Andion SW 6174	Iron Ore SW 7069	Black Magic SW 6961	Black Fox SW 7055	Inkwell SW 6992	Enduring Bronze SW 7055
Garage Door	Sherwin Williams	Quiver Tail SW 6151	Rock Bottom SW 7052	Homestead Brown SW 7516	Gauntlet Gray SW 7019	Anonymous SW 7046	Night Owl SW 7061	Cocoon SW 6173	Grizzle Gray SW 7068	Peripole SW 7047	Sneekhouse SW 7040	Faded Wood SW 9171	Adaptive Shade SW 7053
Door Frames, Wood Posts, Window Panes, Trim & Entrance Surrounds	Sherwin Williams	Lopla SW 7506	Intellectual Gray SW 7045	Keystone SW 7504	Donian Gray SW 7017	Anonymous SW 7046	Tin Izzie SW 9163	Gateway Gray SW 7844	Gray Area SW 7052	Intellectual Gray SW 7045	Urban Jungle SW 9117	Donian Gray SW 7017	Intellectual Gray SW 7045
Windows	Jeldwen	Black	Crestnut Bronze	Claystone	Chesnut Bronze	Black	Sable	Sable	Sable	Black	Sable	Black	Claystone
Rolling	Argent Rolling	Black	Black	Black	Black	Black	Black	Black	Black	Black	Black	Black	Black
Metal Roof (if applicable)	Colour Steel	Black	Charcoal	Dark Brown	Dark Brown	Black	Dark Brown	Black	Dark Brown	Charcoal	Dark Brown	Charcoal	Dark Brown
		QC 8262	QC 8266	QC 8279	QC 8279	QC 8262	QC 8279	QC 8262	QC 8279	QC 8266	QC 8279	QC 8262	QC 8279

1. Roof Vent/Flashing - Paint to Match Roof Colour
2. Mortar colour shall not be darker than the brick colour / mortar on precast and stone shall not be coloured
3. Tooled joints for all stonework
4. Contrast Bricks are optional. However, if not used, brick detailing must be projected 1/2"
5. Painted Trim includes: columns, door frames, trim on bay / box-out windows, brackets, louvers, gable posts, exposed metal linels, and any other paintable exterior trim or decorative detailing
6. Stucco Trim + Surfaces: Smooth (Paint Finish)

ARCHITECTURAL REVIEW  
AND APPROVAL  
CITY OF VAUGHAN

Signed:   
Dated: APR 29 2019  
JOHN G. WILLIAMS LIMITED, ARCHITECT

Cont'd





CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR

Contractor NATIONAL AIR SYSTEM INC.  
Trade Type: HVAC  
Project: PV1 - PINEVALLEY FOREVERGREEN, VAUGHAN

Effective Period: Jan 1/19 – Apr 30/20  
40' Units Included: 56  
42' Units Included: 44  
50' Units Included: 32

SCHEDULE - D  
EXTERIOR COLOUR PACKAGE

Gold Park Homes  
Exterior Colour Packages  
Pine Valley, Vaughan, Ontario  
Our Project No.: 247020  
April 29 2019



**HUNT**  
DESIGN ASSOCIATES INC.  
100 Woodbine Ave.  
Markham, ON L3R 0A7  
T 905.737.5133 • F 905.737.7326

(ELEV. C~ CONTEMPORARY ELEVATIONS)

EXTERIOR COLOUR SELECTION	MANUFACTURER	1	2	3	4	5	6	7	8
Roof	Cerastone (Landmark Series)	Appalachian	Granite Black	Appalachian	SRS-4	SRS-5	SRS-6	SRS-7	SRS-8
Clay Brick	Meridian Brick	Beaumont	Surrex Gray	Waterford Bordeaux	Glacier	Granite Black	Granite Black	Appalachian	Granite Black
Stone	Artiscraft (Renissance Series) MAC Metal (Harwood Style)	Olive	Driftwood	Driftwood	Greywood	Labriator	Rutherford Matt	Dorval	Vanier
Longboard Siding		Terraced	Smoked Birch	Ash Grey	Nutmeg	Nutmeg	Nutmeg	Bamboo d	Birchbark
Aluminum Panels	AL-13	Charcoal Metallic	Acorn Grey	Silver Metallic	Terraced	Cedar	Ash Grey	Terraced	Cedar
Soffit, Fascia, Gutter, Freize Board (Alum)	Glancala Aluminum	Windswept Smoke	Slate	Black	Acorn Grey	Silver Metallic	Charcoal Metallic	Galaxy Black	Silver Metallic
Front Door	Sherrin Williams	Iron Ore SW 7089	Greenblack SW 6944	Ticon Black SW 6226	Urbane Bronze SW 7008	Black of Night SW 9993	Urbane Bronze SW 7048	Black	Black
Garage Door	Sherrin Williams	Doveail SW 7016	Sunside Brown SW 7054	Gauntlet Gray SW 7019	Porpoise SW 7017	Rock Bottom SW 7002	Adaptive Shade SW 7053	Greenblack SW 6944	Ticon Black SW 6226
Deck Frames, Wood Posts, Wood Panels, Trim & Entrance Surrounds (To match HS-9)	Sherrin Williams	Gauntlet Gray SW 7019	Yew Gray SW 7075	Th Little SW 9163	Glitzzy Gray SW 7068	Clyscaps SW 7067	Iron Ore SW 7069	Urbane Bronze SW 7048	Glitzzy Gray SW 7068
Windows	Jeldvent	Black	Sable	Black	Black	Black	Sable	Cyberpace SW 7076	Tin Lizzie SW 9163
Railings	Alport Railing	Black	Black	Black	Black	Black	Black	Sable	Black

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ARCHITECTURAL REVIEW  
AND APPROVAL  
CITY OF VAUGHAN  
Signed: \_\_\_\_\_  
Dated: APR 29 2019  
JOHN G. WILLIAMS LIMITED, ARCHITECT

