

Castle Precast Ltd.

Construction Materials Contract

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

PC – Precast

Effective Period: April 26st, 2019 Through to April 30th, 2022

CONSTRUCTION MATERIALS AGREEMENT BETWEEN OWNER AND MATERIAL PROVIDER

Material Provider:	Castle Precast Ltd.	Effective Period:	April 26/19 – Apr 30/22
Trade Type:	Precast	40' Units Included:	56
Project:	(PV1) - PINEVALLEY FOREVERGREEN, VAUGHAN	42' Units Included:	44
		50' Units Included:	32

BETWEEN:

GOLDPARK (PINEVALLEY) INC.

(Hereinafter known as the "OWNER")

3300 Highway #7, Suite 400
Concord, Ontario L4K 4M3

- AND -

Castle Precast LTD

(Hereinafter known as the "MATERIAL PROVIDER")

3500 King Vaughan Road
Vaughan, Ontario, L4H 1E9

DATED THIS, 26 day of April, 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 Material Provider 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 Material Provider throughout the duration of this agreement. Under no circumstances shall this contract be amended, changed, or modified without the acceptance of the Owner and Material Provider 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 Material Provider 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 materials, 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 Material Provider understands and agrees that Owner shall solely determine the construction schedules, order of lots, and processes. As such the Material Provider agrees to comply with all requests and orders issued by the Owner, no exceptions.
- 01.03 Timing is of the essence. The Material Provider 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. Material Providers 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) | Cover Page |
| ii) | Contract |
| iii) | Schedule A – Scope of Work |
| iv) | Schedule B – Contract Prices |
| v) | Schedule C – Unit Rates and Extras Pricing |
| vi) | Schedule D – Exterior Colour Packages (if applicable) |

ARTICLE 03: WORK TO BE PERFORMED

- 03.01 The Material Provider shall provide all necessary 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 Material Provider 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 Material Provider by the Owner. In the event that the Owner does permit the Material Provider 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 Material Provider 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 Material Provider 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 Material Provider's responsibility to ensure that all Construction Documents being used by the Material Provider are accurate and approved the Owner prior to commencing any work.
- 03.05 The Material Provider shall only use architectural drawings, mechanical drawings, truss drawings, joist layouts, and site plans approved by the municipality and issued with building permit. The Material Provider shall not use tender drawing sets, or drawing sets without the municipal stamps and approval for construction purposes. The Material Provider must make certain that the drawings being used are in fact the construction sets.
- 03.06 The Material Provider 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 Material Providers and must adhere to the schedules of the Owner.
- 03.07 The Material Provider 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 Material Provider'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 Material Provider 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 Material Provider hereby agrees to supply only qualified labour with adequate experience and expertise required to complete the assigned work. Furthermore, the Material Provider must ensure that all of his/her representatives working on their behalf (*including but not limited to: employees, 3rd party contractors, temporary labourers, etc...*) are adequately trained in all matters related to the work they are carrying out on the Material Provider's behalf and all regulatory safety requirements pertaining to the working be performed.
- 03.10 In the event that the Material Provider 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 Material Provider 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 Material Provider's own forces. The use of a 3rd party contractor shall only be permitted if approved by the Owner in writing prior to the Material Provider commencing work.
- 03.12 The Material Provider 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 Material Provider 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 Material Provider 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 Material Provider shall be processed in accordance with the Owners payment procedures. Processing and Payment procedures are as follows:



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- a. All invoices dated and received prior to the 15th of the month (the Cut-off date) shall be processed and paid on the last business day of the following month.
- b. All invoices dated and received after the 15th of the month (the Cut-off date) shall be processed and paid on the last business day two (2) months after the month which the invoice was billed.
- 04.03 The Material Provider 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 Material Provider does not meet 04.02.a, but requires payment by the last day of the following month, The Material Provider may request (in writing) an advance payment from the Owner. HST will be paid in full per the invoice.
- b. **Early Payment:** In the event that a Material Provider requests (in writing) payment earlier than set out in 04.02, the Owner shall charge the Material Provider and deduct five percent (5%) from the invoice (before HST) as a non-refundable early processing fee, and release payment to the Material Provider within five (5) business days.
- 04.04 All Material Provider invoices/billings must be accompanied by a corresponding completion certificates signed by the Owner's Site Superintendent. It is the Material Provider'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. Material Provider 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 Material Provider's foreman. Completion slips will not be faxed to the Material Provider. (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 Neither the final payment nor any part thereof shall become due until the Material Provider 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 Material Provider may, as an alternative, furnish a bond satisfactory to the Owner to indemnify the Owner against any claim under such liens.
- 04.06 The Material Provider agrees to maintain all of his financial affairs with his/her suppliers, employees, government, and 3rd party contractors in order and good standing at all times. As such the Material Provider hereby authorizes the Owner to pay any or all of the Material Provider's unpaid obligations on his/her behalf and deduct the equivalent amount(s) from the funds owed to the Material Provider by the Owner. Furthermore the Owner shall be entitled to charge the Material Provider a reasonable fee for overhead and administration for completing such payment(s) on the Material Provider's behalf, which in turn shall also be deducted from the funds owing to the Material Provider by the Owner.
- 04.07 If and when requested, the Material Provider agrees to provide the Owner with a performance bond (in form and content satisfactory to the contractor) in the amount stipulated by the Owner, which amount shall be available to the Owner forthwith, in the event of non-performance by the Material Provider of any of the terms, conditions and provisions of this Agreement, including any and all schedules attached hereto.
- 04.08 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 contractor 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.
- 04.09 Prior to final payment at project end the Material Provider 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 Material Provider 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 Material Provider'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*).

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- 05.04 Faxed and/or emailed invoices are not acceptable. The Owner shall only accept original invoices mailed by the Material Provider 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 Material Provider 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 Material Provider's sole responsibility to ensure that records of what work and/or materials provided by the Material Provider are kept and identified on the corresponding invoices.
- 05.08 All billings for materials supplied only, must be accompanied by copy of completion 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 Material Provider 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 Material Provider must be in Canadian funds and all applicable taxes must be itemized on the invoice. Note: The Material Provider's Business Number (HST number) must appear on all invoices.

ARTICLE 06: STANDARD OF WORK

- 06.01 The Material Provider 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 Material Provider 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*).
- 06.02 The Material Provider 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 Material Provider 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 Material Providers 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 Material Provider 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 Material Provider 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 Material Provider 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 Material Providers as shown on the working drawings. The Material Provider agrees not to endanger any existing work by cutting, altering, digging or otherwise and shall not cut or alter the work of any other Material Provider except with the written consent of The Owner's consulting engineer. The Material Provider shall be held accountable forthwith for any costs associated to any damage to curbs caused by the Material Provider's vehicles, machinery or workers.
- 06.06 The Material Provider 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 Material Provider's expense. The Owner will charge an hourly rate commensurate with trade practice



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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 Material Provider by the Owner. Further, the Material Provider 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 Material Provider to make additions, alterations, cost deviations or other changes from the work specified for no additional payment unless otherwise agreed to in writing by way of Addendum or Purchase Order.

- 06.07 The Material Provider 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 Material Provider shall not load or permit any part of the building under construction to be loaded with a weight that will endanger the Material Provider's or the building's safety. The Material Provider shall comply with The Owner's instructions regarding signs, advertisements, fires and smoking.
- 06.08 The Material Provider 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.
- 06.09 The Material Provider 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 Material Provider at the Site and the supply of labour and/or material described in this Agreement and all schedules attached hereto. The Material Provider 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 Material Provider to furnish copies of any construction inspection reports the Material Provider is required to obtain by municipal authorities or which become available to the Material Provider.

- 06.10 Without restricting the generality of the foregoing, the Material Provider represents and warrants to the Owner that the Material Provider 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 Material Provider acknowledges that the Owner is relying on the Material Provider's representation and warranty as set out in this paragraph in entering into this Agreement. In particular and without limiting the obligations of the Material Provider hereunder, the Material Provider 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 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 Material Providers 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 Material Provider 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 Material Provider's obligations pursuant to the OHSA.
- 06.11 The Material Provider 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 Material Provider is responsible pursuant to this Agreement.
- 06.12 If the Material Provider 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 Material Provider in writing that the Material Provider is in default of its obligations under this Agreement and shall instruct the Material Provider to forthwith correct such



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default, failing which the Owner shall have the right to terminate this Agreement and have the work completed by an alternative Material Provider in which case the Material Provider shall be responsible for any additional costs which the Owner may incur.

- 06.13 The Material Provider agrees to authorize and direct the Ministry of Labour to provide to the Owner full particulars of the Material Provider's safety records and any orders issued against the Material Provider by the Ministry of Labour with respect to the two-year period immediately preceding this Agreement.
- 06.14 Prior to commencing the work, the Material Provider 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 Material Provider 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 Material Provider.
- 06.15 The Material Provider 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 of 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 Material Provider shall provide to the Owner a certificate or letter from such union stating that the Material Provider is in good standing with the appropriate union.
- 06.16 The Material Provider understands and agrees that this Agreement is "Non-Exclusive" and in no way implies that the Material Provider 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 Material Providers who may or may not be completing similar duties to that of this Material Provider. The Owner reserves the right to employ multiple Material Providers of the same discipline to complete the project as he sees fit.
- 06.17 The Owner shall at his sole and absolute discretion determine the quality of the work completed by the Material Provider, and as such reserves the right not to accept any work performed by the Material Provider and/or any Supplies and/or Materials Supplied by the Material Provider.

ARTICLE 07: INSURANCE

- 07.01 The Material Provider shall provide, maintain and pay for comprehensive general liability and construction insurance, automobile liability insurance and all-risk contractors 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 Material Provider to be satisfied as to the adequacy of such insurance.
- 07.04 The Material Provider 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 Material Provider 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 Material Provider'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 Material Provider or anyone for whose acts the Material Provider 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 Material Provider 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



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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 Material Provider's work.

- 09.02 In the event the Material Provider 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 Material Provider and employ any other person to finish the work. In the event of such termination, the Material Provider 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 Material Provider provided that in the event such expense exceeds the unpaid balance, the Material Provider 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 Material Provider, to terminate the Agreement at the Owner's sole discretion, in which case the Material Provider 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 Material Provider relinquishes any and all rights to compensation for anticipated profits and/or costs for services, work, and/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 Material Provider is found to be involved in actions and activities which are illegal, including but not limited to: theft, vandalism, assault, etc...
 - b. The Material Provider and/or one of his/her employees, agents, 3rd 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 Material Provider purposely sabotages other Material Provider's work or prevents other Material Provider's from carrying out their assigned tasks.

ARTICLE 10: ASSIGNMENT

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

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 Material Provider 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 or subsequent addendums other than those expressed herein.

ARTICLE 13: FURTHER COVENANTS:

- 13.01 The Material Provider further agrees and covenants:



CONSTRUCTION MATERIALS AGREEMENT BETWEEN OWNER AND MATERIAL PROVIDER

Material Provider:	Castle Precast Ltd.	Effective Period:	April 26/19 – Apr 30/22
Trade Type:	Precast	40' Units Included:	56
Project:	(PV1) - PINEVALLEY FOREVERGREEN, VAUGHAN	42' Units Included:	44
		50' Units Included:	32

- (a) to pay for all materials furnished and work 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 and 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 Material Provider 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 Material Provider, 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 Material Provider 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 and the Owner;
- (f) to carefully examine all work (of the Material Provider 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 Material Provider 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 Material Provider for changes requested by the Owner will be broken down in sufficient detail to satisfy the Owner.
- 14.05 Delays. If the Material Provider is delayed in the performance of the Work as a result of the occurrence of any event beyond the control of the Material Provider, the time to complete the Work shall be extended for such reasonable time as the parties agree in writing. The Material Provider 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 Material Provider shall have no claim against the Owner for such costs unless the Material Provider 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 Material Provider 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 Material Provider 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 Material Provider hereby acknowledges and agrees that the Owner may set-off against any payment obligation of the Owner to the Material Provider, and that the Owner's obligation to pay the Material Provider shall be reduced by any claim of any nature or kind by the Owner against the Material Provider, 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 Material Provider by any other person which has been assigned to the Owner. Any right which the Material Provider 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 Material Provider 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 Material Provider, forbearance to complain or claim against the Material Provider, 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 Material Provider unless there is an express agreement in writing to that effect.
- 14.08 Material Provider Default. If the Material Provider should be adjudged bankrupt, or make a general assignment for the benefit of creditors, or if a receiver is appointed because of the Material Provider's insolvency, or if the Material Provider becomes insolvent, or if the Material Provider 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 Material Provider has failed to perform or do, either by the Owner itself or by employing others for such purpose. In any of these cases,




CONSTRUCTION MATERIALS AGREEMENT BETWEEN OWNER AND MATERIAL PROVIDER

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Project:	(PV1) - PINEVALLEY FOREVERGREEN, VAUGHAN	42' Units Included:	44
		50' Units Included:	32

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 Material Provider who covenants forthwith to reimburse the Owner therefore.

- 14.09 Delivery and Acceptance of Materials. If the Owner accepts delivery on behalf of the Material Provider of any of the Material Provider's materials, supplies or equipment, whether or not the Material Provider 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 Material Provider 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 Material Provider will only employ labour which is, and under conditions which are, from time to time satisfactory to the Owner. The Material Provider 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 Material Provider agrees to indemnify the Owner in respect of any claims incurred by the Owner by reason of the failure by the Material Provider 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 Material Provider 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 Material Provider shall, if so required, furnish to the Owner satisfactory evidence that the terms of this clause are being complied with. The Material Provider 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 Material Provider to illustrate details of a portion of the Work. The Material Provider 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 Material Provider 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 Material Provider 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 Material Provider 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 Material Provider 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 Material Provider'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 Material Provider 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 Material Provider agrees and understands that this Agreement shall be deemed terminated and the Owner shall hold no responsibility to the Material Provider in any capacity including monetary compensation as a result of this condition not being satisfied to the Owner's satisfaction.
- 14.14 Verbal representation(s), agreement(s), do not under any circumstance constitute any formal acceptance by either the Owner and/or Material Provider and as such shall hold no bearing/liability of any kind on the activities of either the Owner and/or Material Provider relating to the work associated with this Agreement. No Exceptions.
- 14.15 The Material Provider 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 Material Provider is mandatory. The Material Provider 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 Discontinued or unavailable materials, colours and/or items that are to be supplied and/or supplied and installed by this Material Provider 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 Material Provider'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 Material Provider
- 14.17 This Agreement shall remain in effect through the effective period of April 26th, 2019 to April 30th, 2022.

ARTICLE 15: AFTER SALES SERVICE AND WARRANTY:

- 15.01 The Material Provider 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 supply or delivery. Which shall hereinafter be known as the "Warranty Period".



CONSTRUCTION MATERIALS AGREEMENT BETWEEN OWNER AND MATERIAL PROVIDER

Material Provider: Castle Precast Ltd.
Trade Type: Precast
Project: (PV1) - PINEVALLEY FOREVERGREEN, VAUGHAN

Effective Period: April 26/19 – Apr 30/22
40' Units Included: 56
42' Units Included: 44
50' Units Included: 32

- 15.02 All Material Providers shall in addition provide the Owner with the same warranties and guarantees expected of the Owner by the Taron Warranty Corporation.
- 15.03 All service work orders issued by the Owner to the Material Provider must be fulfilled and completed to the satisfaction of the Owner in accordance with the Taron 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 Taron 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 Material Provider by the Owner, the Material Provider shall have a MAXIMUM of fifteen (15) CALENDER DAYS to complete all items contained on the service work order. The Material Provider 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 Material Provider. In the event that the unit is not yet occupied by the end user the Material Provider 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 Material Provider's service work orders remain incomplete for twice the acceptable days to complete.
- 15.05 In the event that the Material Provider 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 3rd 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 Material Provider 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 Material Provider by the Owner.
- 15.06 In the event that the Material Provider 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 Material Provider in the amount of Two Hundred and Fifty Dollars (\$250.00), which shall be deducted from any amounts owing to the Material Provider by the Owner.
- 15.07 It is the Material Provider'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 Material Provider shall mail, fax, email all signed completed work orders to the Owner's head office upon completion, and within the MAXIMUM fifteen day (15) prescribed timeline as set out in 15.04. Failure to comply may result in further backcharges, and/or administration charges to the Material Provider by the Owner.
- 15.09 All items repaired by this Material Provider shall be warrantable for the full duration of the Warranty Period.
- 15.10 All repairs completed by this Material Provider shall meet all requirements of the OBC, Taron, Electrical Safety Authority, Municipality, CMHC Owner's Bulletins, and the Satisfaction of the Owner. No Exceptions.
- 15.11 All repairs carried out by this Material Provider shall be completed in a workmanlike manor, without damaging any other items in the process. If the Material Provider 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 Material Providers 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 Material Provider's repairs shall be backcharged to the Material Provider 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 Material Provider by the Owner.
- 15.12 The Material Provider is strictly prohibited from supply of materials labour directly for the Owner's clients (*Purchasers*) without the expressed written consent from the Owner. Should the Material Provider be found to have engaged in any private deals with the Owner's clients (*Purchasers*) the Material Provider 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 Material Provider 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.



CONSTRUCTION MATERIALS AGREEMENT BETWEEN OWNER AND MATERIAL PROVIDER

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ACCEPTANCE

OWNER INFORMATION – GOLDPARK (PINEVALLEY) INC.

CONTACT: General Manager, Louis Previte
TELEPHONE: 905.760.9595 Ext. 246
FAX: 905.760.9598
E-MAIL: lprevite@goldparkhomes.com

ADDRESS: 3300 Highway #7, Suite 400
Concord, Ontario
L4K 4M3

MATERIAL PROVIDER INFORMATION – CASTLE PRECAST LTD.

CONTACT: Tony Rocha
TITLE: President
TELEPHONE: 905.602.1333
FAX: 905.602.9364
MOBILE:
E-MAIL: tony@castleprecast.ca

ADDRESS: 1230 Matheson Blvd. E
Mississauga, Ontario, L4W 1R2

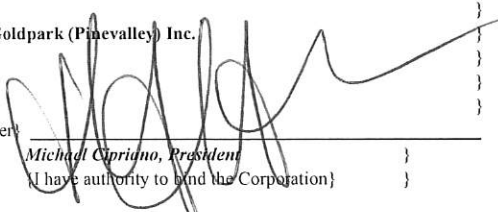
Workmen's Compensation: Firm #: 635018 Account 8762147 Expiry Date: N/A
Insurance Co & Policy # AVIVA 51376791 Expiry Date: 20/01/20

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:

Goldpark (Pinevalley) Inc.


Per


Michael Capriano, President
{ I have authority to bind the Corporation }

Material Provider:

Castle Precast LTD

Per


Tony Rocha, President
{ I have authority to bind the Corporation }

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

CONSTRUCTION MATERIALS AGREEMENT BETWEEN OWNER AND MATERIAL PROVIDER

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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 Material Provider 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 Material Provider 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 Material Provider 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 Material Provider must visit the site prior to commencing work. Any site conditions that could potentially effect, or hinder the progress or quality of this Material Provider'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 Material Provider, then it will be mutually agreed that the Material Provider 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 Material Provider 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 Material Provider 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 Material Provider.
- 4) The Material Provider 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 Material Provider 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 Material Provider may be instructed to cease delivery operations immediately.



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		50' Units Included:	32

- 5) All materials and equipment brought to the job site by this Material Provider shall be insured by the Material Provider.
- 6) All equipment brought to the job site by this Material Provider must have all required documentation with it and available upon request. Including: Ownership, Insurance, maintenance logs, operator information and license, etc...
- 7) All waste, garbage, and debris generated by this Material Provider's work / activities shall be disposed of by the Material Provider in the areas designated by the Site Supervisor. This shall be the sole responsibility of the Material Provider. Any clean up, or debris removal work that must be completed by the Owner on behalf of the Material Provider shall be backcharged accordingly.
- 8) It is the Material Provider'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 Material Provider's negligence of the above aforementioned shall be solely his responsibility. **THE MATERIAL PROVIDER MUST ENSURE TOTAL KNOWLEDGE OF THE PRODUCTS BEING USED**

SECTION C - WINTER PROTECTION (SEASONAL ITEMS)

- 1) All winter heat shall be supplied by this Material Provider (if required). Should the Owner at his own expense agree to Supply winter heat (propane/heaters) to the Material Provider, the Material Provider is required to maintain a log book of all propane bottles used by the Material Provider for submission to the Owner upon request.
- 2) Tarping, covers, etc... Shall be the responsibility of the Material Provider 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 Material Provider the Material Provider 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 Material Provider 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 Material Provider clearly understands and agrees that none of the Material Provider's forces, directly employed or contracted, including suppliers, shall deal with the Project's Purchaser's regarding any business activity. Any requests of additional work or modifications made by a purchaser directly to the subcontractor shall be reported immediately to the contractor's head office and dealt with through the Owner. The Material Provider further understands and agrees that should the Material Provider's forces engage directly with a purchaser, the Material Provider 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 Material Provider 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.



CONSTRUCTION MATERIALS AGREEMENT BETWEEN OWNER AND MATERIAL PROVIDER

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- 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 Material Provider to correct.
- 7) All shop drawings associated with this Material Provider'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.
- 9) All Material Providers 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 Superintendent. Parking of personal shall only be permitted in designated areas. Any damages caused to personally owned vehicles or equipment shall not be the sole responsibility of the Material Provider.
- 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. Material Provider 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 Material Provider's foreman. Completion slips will not be faxed to the Material Provider. (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 OF MATERIALS
 - (a) Supply all precast concrete sills, surrounds, door sills, pieces, etc., as specified on the Architectural drawings.
 - (b) All sizes, quantities, designs and styles are to be as per the detailed take-offs.
 - (c) All take-offs are to be accompanied by the necessary detailed drawings.
 - (d) All shipments delivered to the job-site shall be designated as to lot and model type, and shall be on skids.
- 2) PRECAST PIECES
 - (a) All pieces are to be of 35 mPa concrete mix (CSA approved).
 - (b) All finished faces are to have an acid wash finish.
 - (c) All lintels/ jambs/ sills to be in one piece up to 8'
 - (d) All continuous banding pieces to be 4' lengths.
 - (e) All sills to be custom lengths.
 - (f) Texture and colour of exposed precast elements are to be consistent in the finished structure and resistant to fading.
 - (g) Civic stone to be sand blasted, rectangular with chamfer, with engraved numbers painted black.
 - (h) All precast pieces are to be coloured as per the exterior colour schedule (CP30) per lot.
- 3) Contractor agrees and acknowledges that an additional 15% discount will be applied off the contract price for the Sales Office (Lot 93) and Model Homes (Lot 91 and 92). Please refer to schedule B for prices.



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		50' Units Included:	32

SECTION F – SITE RULES AND REGULATIONS:

This Material Provider 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.
- 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 Material Provider shall at all times ensure that the health and safety of their staff and crews are paramount. As such the Material Provider 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 Material Provider 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 Material Provider 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 Material Provider and/or withhold payment until such time as the Material Provider furnishes the Owner with their Health and Safety Book.
- 3) The Material Provider shall be required regular safety meetings (at the Owners discretion) on site, as requested by the Owner.
- 4) All Material Providers 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.



CONSTRUCTION MATERIALS AGREEMENT BETWEEN OWNER AND MATERIAL PROVIDER

Material Provider:	Castle Precast Ltd.	Effective Period:	April 26/19 – Apr 30/22
Trade Type:	Precast	40' Units Included:	56
Project:	(PV1) - PINEVALLEY FOREVERGREEN, VAUGHAN	42' Units Included:	44
		50' Units Included:	32

- 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 Material Provider 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.
- 2) The Owner will provide written notification to the Material Provider of any deficiencies noted in the pre-delivery inspection, which are the Material Provider's responsibility to repair. Such notification shall be provided by the Owner in accordance with Article Seven of the Agreement; and.
- 3) The Material Provider 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 Material Provider's expense, attend to such rectification (either itself or through another Material Provider). All expenses of such rectification together with an administrative charge of \$150.00 shall be deducted from any monies owing to the Material Provider.
- 4) Should approval be granted by the Owner allowing the Material Provider to rectify such deficiencies after occupancy by the Owner's Purchaser, it is the Material Providers' sole responsibility to contact the purchaser and schedule appointments to rectify such deficiencies. Further, the Material Provider 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 Material Provider 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 MATERIALS AGREEMENT BETWEEN OWNER AND MATERIAL PROVIDER

Material Provider: Castle Precast Ltd.
Trade Type: Precast
Project: (PV1) - PINEVALLEY FOREVERGREEN, VAUGHAN

Effective Period: April 26/19 – Apr 30/22
40' Units Included: 56
42' Units Included: 44
50' Units Included: 32

SCHEDULE - B CONTRACT PRICES

Model	Name	Elevation	Square Feet	Total Contract
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	\$
5005	Knightswood	A	4376.0	\$
5005	Knightswood	B	4372.0	\$
5005	Knightswood	C	4451.0	\$
5006	Silverwood	A	3371.7	\$
5006	Silverwood	B	3371.7	\$
Lot 91 (Model)	Oakgrove	C	3854.0	\$
Lot 92 (Model)	Beaumont	A	4106.0	\$
Lot 93 (Office)	Knightswood	B	4372.0	\$



CONSTRUCTION MATERIALS AGREEMENT BETWEEN OWNER AND MATERIAL PROVIDER

Material Provider:	Castle Precast Ltd.	Effective Period:	April 26/19 – Apr 30/22
Trade Type:	Precast	40' Units Included:	56
Project:	(PV1) - PINEVALLEY FOREVERGREEN, VAUGHAN	42' Units Included:	44
		50' Units Included:	32

SCHEDULE - C CONTRACT PRICES

UNIT PRICES:

10" Jambs & Block Jambs	\$	lf	13-1/2" Keystone	/ea
10" Block Jambs		lf	Civic # Block (1 & 2 digits)	/ea
10" Lintel	\$	lf	Civic # Blocks (2 & 3 digits)	/ea
10" Stepped Lintel		lf	Springers 12" x 12"	ea
6" Detailed Sill		lf	Soffit Block 12" X 21"	ea
6" Detailed Lintel Trim		lf	Soffit Bracket, Angled 24" x 10"	ea
6" Lintel		lf	Attic Impost 8" x 24"	/ea
6" Jamb		lf	Gable Accent Panel Triangular	/ea
3" Smooth Sill		lf		



Material Provider: Castle Precast Ltd.
Trade Type: Precast
Project: (PV1) - PINEVALLEY FOREVERGREEN, VAUGHAN

Effective Period:	April 26/19 – Apr 30/22
40' Units Included:	56
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ARCHITECTURAL REVIEW
AND APPROVAL
CITY OF FAIRFAX
Seal APR 29 2019
OFFICE OF THE CITY CLERK

APR 29 2019

1. Roof Vents: flashing - Paint to Match Roof Color.
2. Metal roof shall not be darker than the brick colors on porches and stone shall not be colored.
3. Trained gables for all storefronts.
4. Cornice brackets are optional. However, if not used, brick detailing must be projected 3".
5. Painted trim includes: columns, door frames, trim on bay / bow out windows, brackets, booms, gable posts.