CONTRACT

BELLAIRE PROPERTIES INC. (the "Builder"), and the undersigned Subcontractor (the "Subcontractor"), agree that the Subcontractor shall subject to the General Conditions and the Notice to All Trades forming a part hereof, supply all of the labour, materials, services, tools and/or equipment to perform the Work described on Schedule B attached hereto with respect to the Project, in accordance with Builder's plans, drawings and specifications, copies of which have been inspected by the Subcontractor. The Subcontractor acknowledges that the Work can be satisfactory performed with no extras or charges. Builder shall subject to the said General Conditions, pay to the Subcontractor in full payment for the Work, the Unit price and Price indicated below. As specifically provided herein, the Price is exclusive of all duties and Government Taxes (including H.S.T.) applicable, which will be calculated on the price herein and the Subcontractor shall commence its work upon two days' notice, writing or otherwise, and to complete such work at such times and in such manner as may be required by the Builder.

IF DELIVERY DATES ARE NOT MET OR ON TIME AN ALTERNATE SUBCONTRACTOR, WILL BE CALLED, IF SHOULD THIS OCCUR, YOU WILL BE NOTIFIED BY FAX.

Terms of Payment: As per section 2 of General Conditions attached herein.

SUBCONTRACTOR:
GM Exteriors Inc.
2010 Albion Road
Etobicoke, Ontario
Contact: Jay Pillirilli
H.S.T NO. _____
W.S.I.B. NO. _____
Laibility Insurance: Insurance Co.: _____
Policy No. _____
Expiry Date: _____
The Subcontractor agrees to maintain and notify in writing of any change on the above.

Date:
Expiry Date: ~~End Of Project~~ December 31, 2021
CODE NO. **1300**
Exterior Trim Work

Phone:	416-798-8383	Fax No.	416-798-9979	E-mail address:	jay.piccirilli@galtd.ca	
	MODEL NAME	**Sq.Ft.**	**Elev. A**	**Elev. B**		
34' Lots	ATHABASCA	2500	$511.00	$818.00		
	GRAND	2190	$818.00	$431.00		
	HURON (3 car garage)	3200	$1,409.00	$4,992.00		
	HURON (2 car garage)	3326	$1,409.00	$4,992.00		
	NELSON	1970	n/a	$925.00		
	RED RIVER	1750	$426.00	$999.00		
	RIDEAU (3 car garage)	2780	$1,128.00	$2,927.00		
	RIDEAU (2 car garage)	2980	$1,128.00	$2,927.00		
	SMOKY	2380	$511.00	$818.00		
38'Lots	BUCKHORN	1800	$1,739.00	$935.00		
	FINLAY	2515	n/a	$748.00		
	FRASER	2250	n/a	$1,212.00		
	MAINTOU	2480	$481.00	n/a		
	SUPERIOR (3 car garage)	3400	$4,715.00	$1,812.00		
	SUPERIOR (2 car garage)	3615	$4,715.00	$1,812.00		
	TEMAGAMI (3 car garage)	3068	2,582 ~~$3,582.00~~	$3,422.00		
	TEMAGAMI (2 car garage)	3350	2,582 ~~$3,582.00~~	$3,422.00		
	TIMISKAMING	2775	$2,306.00	$910.00		

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Cont'd...

	MODEL NAME	Sq.Ft.	Elev. A	Elev. B		
47'Lots	ARROWHEAD	2650	$1,051.00	$865.00		
	BALSAM	2740	n/a	$865.00		
	CARLYLE	2950	$501.00	$501.00		
	CARLYLE W OPT BASE	2950	$501.00	$501.00		
	KAHSHE	3000	n/a	$501.00		
	MADAWASKA CORNER	3190	$3,495.00	$3,725.00		
	NIPISSING	3210	$2,914.00	$860.00		

ALL WORK MUST MEET ONTARIO BUILDING CODE REQUIREMENTS AND PASS CITY INSPECTION. Additional information as per attached Schedule.

Accepted this 26 day of JULY, 2021

BELLAIRE PROPERTIES INC.

Per: _____
Authorized Signing Offier

Accepted this 9 day of Aug, 2021

Per: _____
Authorized Signing Offier

GENERAL CONDITIONS

1. DEFINITIONS

1.01 In this Contract, unless there is something in the context inconsistent therewith, the following terms shall have the following meanings:

(a) "General Conditions" means these terms and conditions which apply to this Construction Contract;

(b) "Contract means the contract resulting from the acceptance of this Contract and the General Conditions and any plans, drawings, specifications or addenda that are annexed hereto or issued by the Builder to the Subcontractor;

(c) "Work" means all the labour, material and services offered to be provided by the Subcontractor to the Builder in order to perform the Project on the terms and conditions described in this Construction Contract;

(d) "Site" means the general location and conditions where the work is to be performed by the Subcontractor;

(e) "Project" means the project described in this Construction Contract.

2. PAYMENT

2.01 Payment (less 10% holdback) will be made by the Builder to the Subcontractor , approximately forty-five to sixty (45-60) days after the receipt of an invoice covering the value of the work completed and invoiced by the Subcontractor. **Invoices received by the 15th of each month will be paid the end of the following month.** The ten percent (10% holdback will be paid after the lien rights have expired, all as per Paragraph 3. **Release of holdback also requires updated WSIB clearance certificate, certificate of insurance, statutory of declaration and an updated statement of account.**

2.02 For the purposes of the Construction Lien Act, each individual unit (Lot or Building) on or in which the Subcontractor performs the work described in this contract shall be considered as comprising a separate contract.

2.03 All invoices shall be accompanied by a Completion Certificate signed by the job superintendent of the Subcontractor certifying that the portion of work covered by the Completion Certificate has been inspected by him and is completed in every respect before approval by our superintendent.

2.04 **All invoices improperly submitted (without proper backup such as a purchase order or completion certificate (original copies only) signed by the superintendent on site confirming that all work is complete, will not be processed and returned to your office. Please do not leave it up to the site super to hand in any back-up information to the office, it must be received attached to your invoice at the time it is sent in.**

2.05 Extras for labour or material will not be accepted unless a Purchase Order has been written showing the agreed cost of the extra before the extra work or material is to be supplied.

2.06 **ALL EXTRAS to the contract must be invoiced separately and not on the same invoice as the Contract Agreement work. (Each invoice with proper back-up approved by the supervisor on site.**

2.07 Purchasers Extras Sheets issued to the Subcontractor will be the authorization to proceed with such works as detailed thereon.

3. CONSTRUCTION LIEN ACT (ONTARIO) HOLDBACK

3.01 The Builder shall retain a holdback out of each payment due to the Subcontractor hereunder in accordance with the provisions of the Act of 10% of such payment, plus any amount in respect of which the Builder has received a written notice of lien, (as that term is described in the Act). In addition where the Contract has been certified or declared to be substantially performed but labour, materials or services remain to be supplied to complete the Contract, the Builder shall retain, from the date of such certification or declaration, a separate holdback equal to 10% of the price of remaining labour, materials or services if they are actually supplied under the Contract, until all liens that may be claimed against such holdback have expired, or been satisfied or discharged or provided for, all as provided in the Act.

3.02 Any lien or liens or claim or claims for lien pursuant to the Act shall be deemed to arise and expire solely on a lot by lot basis and under no circumstances may a claim for a general lien be asserted.

4. WARRANTY

4.01 The Subcontractor warrants that the Work shall be completed in a good and workmanlike manner free of any defects in material or workmanship, and shall comply in all respects with federal, provincial, municipal and local building codes, The Ontario New Home Warranty Program, the minimum specifications of the C.M.H.C. and all plans, drawings and specifications provided by the Builder.

4.02 The Subcontractor agrees that during a period of two years following the receipt by the Builder of the final invoice for Work, any failure to perform or rectify a deficiency or defect in the performance of any obligation of the Subcontractor hereunder shall be remedied by the Subcontractor at its sole expense and to the satisfaction of the Builder, provided that the Builder may, upon five days' written notice, and immediately in the case of an emergency, and without prejudice to any other rights, remedy such deficiency or defect or complete such failure to perform and may deduct the cost thereof from payments due to the Subcontractor. In exercising its rights under this paragraph 4.02 the Builder may take possession of any materials, tools or construction equipment owned or leased by the Subcontractor on the Site and use such materials, tools, or construction equipment. The costs of such completion or remedy may be subtracted from any payment required to be made by the Builder to the Subcontractor. If the costs of such completion or remedy exceed any amount owing to the Subcontractor hereunder, the Subcontractor shall forthwith pay, on demand, to the Builder an amount equal to the costs of such completion or remedy.

5. SCHEDULE AND SUPERVISION

5.01 The Subcontractor shall provide a competent person (the "Representative") to supervise and co-ordinate the Work at all times; provided that the Representative and the Work shall at all times be subject to the control and direction of the Builder. Any instruction or directions given by the Builder to the Representative, shall be deemed to be given to the Subcontractor for the purpose of this Contract.

5.02 The Subcontractor agrees to complete each and every portion of the Work on or before the time or times specified by the Builder from time to time. If the Subcontractor fails to complete any such portion before the date specified by the Builder, the balance of the Work to be performed under the Contract may be cancelled at the option of the Builder. In any event, the Subcontractor shall be liable to the Builder for any loss, damage or claim suffered by the Builder, which results from the Subcontractor's failing to complete any portion of the Work on a timely basis or which results from the Builder having cancelled the balance of the Work under this paragraph.

5.03 The Subcontractor covenants and agrees to use such materials as may be specified by the Builder from time to time for the performance of the Project and its obligations hereunder.

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6. PRIOR WORK

6.01 Prior to commencement of the Work, the Subcontractor shall ensure that all prior work has been properly completed in a manner which will permit the Subcontractor to complete the Work in accordance with the provisions hereof and the Subcontractor shall immediately give notice in writing to the Builder of any error or omission or deficiency or information which would prevent or hinder the Subcontractor from performing its obligations hereunder. By commencing the Work, the Subcontractor shall be deemed to have accepted all prior work and the Subcontractor shall be responsible for any defects in the Work, whether resulting from any prior work or otherwise.

6.02 The Subcontractor shall not cut, dig, box or sleeve any structural member so as to endanger any existing work or alter any work performed by any other contractor or subcontractor except with the Builders written consent.

7. CHANGES AND EXTRAS

7.01 If the Subcontractor or Builder desires to change the Work in any respect whatsoever, and in the case of the Builder it so notifies the Subcontractor initially orally and later in writing, which later notification in writing shall not delay implementation of the change in the Work, the Subcontractor shall obtain from the Builder a Notice of Change prior to proceeding with any such change. The Builder shall not be liable for the cost of any such change if the Subcontractor has failed to obtain such a signed Notice of Change from the Builder.

7.02 Prior to commencing work on any portion of the Work the Subcontractor shall review the plans, drawings and specifications in respect of such portion to determine whether any change in the work or in any work done or to be done by any other contractor or subcontractor is necessary to be done in order for the Site Subcontractor to perform its obligation hereunder. If the Subcontractor determines that any such change should be done it shall only be done if the Site Superintendent approves it in writing. If any change reasonably could have been seen as necessary by the Subcontractor and was not requested by the Subcontractor prior to commencing work on any portion of the Work, the Subcontractor shall be liable at its own expense to make any such change which is subsequently required in respect of that portion of the Work

7.03 The value of any change in the Work performed by the Subcontractor in accordance with such a signed Notice of Change from the Builder pursuant to paragraph 7.01 hereof shall be determined by one or more of the following methods or combination of such methods as determined by the Builder;

(a) by estimate by the Subcontractor and acceptance by the Builder in writing of a lump sum;

(b) by unit prices set out in the Contract or subsequently agreed upon; or

(c) by cost plus a fixed or percentage fee.

8. COMPLIANCE WITH LAW

8.01 The Subcontractor shall fully comply with all applicable federal, provincial and municipal law, codes, regulations and standards whether now in effect or hereinafter imposed and shall pay all levies or amounts and obtain all permits required in connection with unemployment insurance, vacation pay, welfare, workers' compensation and any other employee benefits required to be paid, remitted or retained or obtained in respect of any employee of the Subcontractor in respect of its performance of the Work.

9. TAXES

9.01 The contract price does not include H.S.T. The amount of any H.S.T. and/or other Government Taxes shall be completed as a separate item on all invoices submitted by the Contractor to the Builder. The Contractor shall remit all Government Taxes (including H.S.T.) paid by the Builder to the appropriate Tax Agency (including Revenue Canada) in accordance with applicable legislation.

10. INSURANCE

10.01 Without restricting the generality of paragraph 11.02, the Subcontractor shall provide, maintain and pay, either by way of a separate policy or by an endorsement to its existing policy:

(a) comprehensive general liability insurance in the Joint names of the Subcontractor and the Builder with limits of not less than five million dollars ($5,000,000) per individual occurrence for bodily injury, death and damage to property, including loss of use thereof arising from or in any way relating to the Work;

(b) automobile liability insurance in respect of licensed vehicles used in connection with the Work with limits of not less than five million dollars ($5,000,000) per individual occurrence for bodily injury, death and damage to property; and

(c) all risks builders property insurance in the joint names of the Subcontractor and the Builder, insuring the full value of the Work.

10.02 The duration of each insurance policy referred to in paragraph 10.01 shall be from the date of commencement of the Work until the Expiry of Term pursuant to paragraph 22 hereof or until twelve months after the date of receipt by the Builder of the final invoice for the Work, whichever shall last occur.

10.03 The Subcontractor shall provide the Builder with evidence of all insurance referred to in paragraph 10.01 prior to the commencement of the Work which is satisfactory to the Builder.

10.04 All insurance policies shall contain an endorsement to provide all named insured's prior notice of changes and cancellations. Such endorsement shall be in the following form: "It is understood and agreed that the coverage provided by this policy limited to this Contract will not be changed or amended in any way nor cancelled until 30 days after written notice of such change or cancellation shall have been given to all names insureds."

10.05 If the Subcontractor fails to provide or maintain insurance as required herein, then the Builder will have the right to provide and maintain such insurance at the expense of the Subcontractor and the costs and expenses incurred in connection therewith may be deducted from any payment required to be made by the Builder to the Subcontractor hereunder. Any such costs or expenses that exceed any amount owing to the Subcontractor hereunder, shall forthwith be paid by the Subcontractor, on demand, to the Builder.

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11. DAMAGE TO SITE

11.01 The Subcontractor shall be liable for any loss, claim or damage caused at the Site or any adjacent property by its employees, agents and/or suppliers including, without limitation, damage caused to pegs and markers, trees, curbs or roads, equipment, sod, sewers, power lines, pipes, buildings and all structures and things. In the event of any such damage, the Builder may make such repairs as it deems necessary and may deduct the cost of such repairs from any amount owing to the Subcontractor hereunder. If the cost of such repairs exceeds any amount owing to the Subcontractor hereunder the Subcontractor shall, on demand, pay to the Builder an amount equal to the difference by which such cost of repairs exceeds any amount owing hereunder.

11.02 If the Subcontractor causes any loss or damage to any other contractor or subcontractor, the Subcontractor agrees to indemnify and save harmless the Builder from any loss or damage of any nature whatsoever occasioned by any claim by such contractor or subcontractor in respect thereof and the Builder may require the Subcontractor to defend any suit or action by such contractor or subcontractor against the Builder at the Subcontractor's expense.

11.03 The Builder shall not be liable for loss or damage to the work in the Agreement, until after the final acceptance of the work by all authorities having jurisdiction over it and signed Completion Certificate and the Builder shall not be liable for loss or damage to materials, tools, etc., of the Subcontractor used in its construction, caused by water, wind, acts of God, theft or other causes.

12. ACCESS TO SITE

12.01 Pursuant to arrangements made with the Builder, the Subcontractor shall be responsible for the access of its trucks or other vehicles to the Site and for the stockpiling of its materials.

13. TESTS AND INSPECTION

13.01 The Builder shall be entitled at any time and from time to time to conduct such tests and inspections as may be necessary to ensure compliance with the terms hereof and all applicable federal, provincial and municipal law, codes, regulations and standards. If any such test or inspection discloses any failure to comply, the Subcontractor shall be liable for all costs of such testing or inspection and shall, at its own expense, perform such work and supply such materials as is required to effect compliance. The Builder may hold back such amounts payable to the Subcontractor which, in the opinion of the Builder, are sufficient to ensure the performance of the obligations of the Subcontractor under this paragraph 13.01.

14. CLEAN UP

14.01 The Subcontractor shall, at its own expense, keep the Site free of accumulation of waste material and debris and shall remove the same on a daily basis to a location designated by the Builder and upon completion of the Work. In the event of any failure

14.02 by the Subcontractor to perform its obligations under this paragraph 14.01 the Builder may cause such waste material and debris to be removed from the Site and the Subcontractor shall be liable for the costs of such removal which may be subtracted by the Builder from any amount owing to the Subcontractor hereunder and if such costs exceed any amount owing then they shall forthwith be paid by the Subcontractor, on demand, to the Builder.

15. DEFAULT

15.01 In the event of any failure to perform or deficiency or defect in the performance of any obligation of the Subcontractor hereunder, or if there shall occur at any time an act or event of bankruptcy or insolvency (as defined or provided for in any applicable statute) of the Subcontractor, or if any proceedings, either voluntary or involuntary, are commenced by or against the Subcontractor under any law relating to the bankruptcy, insolvency, liquidations, dissolution or winding-up of the Subcontractor, or if any receiver, receiver and manager, trustee, custodian, liquidator, agent or similar official is appointed, judicially or by instrument, for or in respect of the Subcontractor or any of the property or assets of the Subcontractor, become subject to any execution, sequestration or any other process of any court or to distress or any similar process then the Builder, at its sole option, and in addition to and without prejudice to any other right or remedy it may have, may do any or all of the following, namely:

(a) cancel the balance of the Work to be done under this Contract and complete the Works;

(b) remedy any failure to perform or deficiency or defect in the performance of any obligation of the Subcontractor hereunder, all in such manner as the Builder may deem necessary;

(c) for the purpose of any such completion or remedy, take possession of the Subcontractor's materials, tools and equipment on the Site. The Subcontractor shall be liable for the costs of any such completion or remedy and for any claim made against the Builder or any other damage suffered by the Builder as a result of any default by the Subcontractor. The Builder may deduct such costs or damages or claim for damages from any amount owing to the Subcontractor hereunder all without the requirement of any written or other notice to the Subcontractor. If the costs of any such completion or other remedy exceed any amount owing hereunder to the Subcontractor, the Subcontractor shall forthwith on demand pay to the Builder an amount equal to the difference between the costs of such completion or remedy and any amount due hereunder no failure of the Builder to, or forbearance of the Builder in, exercising any right or remedy in respect of any default shall constitute a waiver thereof or otherwise bar the subsequent exercise of such right or remedy.

16. SUB-SUBCONTRACTS

16.01 The Subcontractor agrees that it will incorporate all the terms and conditions of this Contract into all sub-subcontracts or agreements it enters into with its sub-subcontractors.

16.02 The Subcontractor agrees that is shall be fully liable to the Builder for any act or omission of the sub-subcontractor or of any person or persons directly or indirectly employed or contracted with by it.

16.03 Nothing contained herein or any sub-subcontract shall create any contractual relationship between any sub-subcontractor and the Builder.

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17. NON WAIVER

17:01 No waiver by either the Builder or the Subcontractor of any term or provision of this Contract or any breach or default by the other party under this Contract shall be binding unless in writing. Any such waiver shall not be deemed a continuing waiver and the failure of such party to enforce, at any time, for any period of time, any term or provision hereof shall not be construed as a waiver of such term or provision or of the right of such party to enforce such provision thereafter.

18. PAYMENTS TO SUB-SUBCONTRACTORS

18:01 Subject to any holdback requirements, the Builder shall be entitled to pay any outstanding past due obligation of the Subcontractor to any sub-subcontractor by cheque or cheques made payable to the Subcontractor and the sub-subcontractor or employee owed such obligation and any such payment shall apply as a payment to the Subcontractor.

19. FORCE MAJEURE

19:01 If performance by the Subcontractor of its obligations hereunder is prevented or delayed due to any cause or contingency beyond its reasonable control the Builder may cancel the balance of the Work to be performed under the Contract and may withhold from any payment due to the Subcontractor hereunder such moneys as the Builder may determine are sufficient and reasonable to cover the cost of performing such remaining Work and to adequately protect the Builder from claims.

20. WORKERS' COMPENSATION

20:01 If the Subcontractor employs any person or persons for the purpose of performing its obligations hereunder it shall produce and file with the Builder a "letter of good standing" (as that term is defined in the Workers' Compensation Act [Ontario]) from the Workers' Compensation Board and the Builder need not make payments owing to the Subcontractor under the Contract until such letter is filed or, if it is filed but then expires, until a replacement "letter of good standing" is filed. If such letter is not filed, the Builder may fulfil the Subcontractor's obligation under the Workers' Compensation Act (Ontario) at the Subcontractor's expense.

21. NOTICE

21:01 All notices and other communications required or permitted to be given hereunder shall be in writing; if mailed by pre-paid first class mail they shall be deemed to have been received three business days after the post marked date thereof and if a mailing hereunder is interrupted by a postal strike, three business days after the strike is over; if telegraphed or telexed they shall be deemed to have been received three business hours following dispatch thereof or they may be delivered by hand to an adult person during normal business hours at a business address of the Subcontractor. Notice of change of address for notice shall be governed by this paragraph 21.01.

22. MISCELLANEOUS

22.01 This Contract shall be binding upon and enure to the benefit of the Builder, its successors and assigns and the Subcontractor and its successors and permitted assigns, provided that this Contract may not be assigned in whole or in part by the Subcontractor without the prior written consent of the Builder.

22.02 This Contract shall be deemed to have been made in and shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and the Builder and the Subcontractor agree that the courts of Ontario shall have non-exclusive jurisdiction to entertain any action in respect of this Contract.

22.03 Time shall be of the essence of this Contract.

22.04 Unless the context otherwise requires, the singular shall include the plural and the plural the singular and the masculine shall include the feminine.

22.05 No party to this agreement shall be liable for any representation or warranty that may have been made or given by any party hereto or any agent or representative thereof, whether intentional, negligent or otherwise, in respect of this contract or the subject matter of this Contract, other than those representations and warranties which have been expressed in writing in this Contract.

22.06 The Builder reserves the right to interpret plans and specifications as to their true intent and meaning, and the Builder's decision on all matters in this respect shall be deemed final and binding.

22:07 The Subcontractor acknowledges and agrees that the covenants and obligations of the Owner contained in this Agreement shall be those of the Owner only and should the Owner represent or act as trustee or agent on behalf of a beneficiary or principal (whether disclosed or undisclosed) in executing this Agreement, such beneficiary or principal shall have no liability under this Agreement, such liability being restricted to the Owner only.

23: SAFETY

23.01 The Subcontractor is responsible to ensure that his company is in full compliance will all rules and regulations according to the Occupational Health and Safety Act and regulations for construction projects.

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NOTICE TO ALL TRADES

Subcontractor has only 120 days following completion of work to invoice Contract Work and Extra to Contract. No invoices will be accepted after the 120 Days, and no payment will be made.

1. This Subcontractor recognizes the Contractor / Builder is constructing in accordance with "PACKAGE J" of the ONTARIO BUILDING CODE **on this site and as** part of the requirement of PACKAGE J is for each house to have Air Tightness. Any holes made in the building envelope or in the air / vapour barrier will be repaired to an airtight assembly, with approved materials by the tradesperson who made the hole.

2. Subcontractor must provide up to date documentations: FORM 100 / WHIMIS (Workplace Hazardous Materials Information System) FALL PROTECTION / ONTARIO COLLEGE OF TRADES LICENCE on site.

3. **BEFORE STARTING WORK ON ANY UNITS,** each trade is responsible for checking any extras that are above the scope of the contract. If this is not followed, trades will be back-charges if any extra costs are incurred to **Bellaire Properties Inc,** or other trades. Your head office should have these changes. **There will be no exceptions.**

4. This project will have **QUALITY CONTROL,** enforced in accordance with Tarion Warranty Program, so we suggest that once work is completed in a home, you have your foreman spend sufficient time to check that all work has been done properly and in a good workmanlike manner. At the same time we will reserve the right to have others complete any unsatisfactory work and back-charge you accordingly.

5. **ALL DEFICIENCY MEMOS** on the board must be cleared, signed and returned to the trailer within seven (7) working days or completion slips will not be issued. Again we will reserve the right to have these deficiencies complete by others and back-charge you accordingly including administration costs, this will be done without any further notice.

6. **COMPLETION SLIPS** will be written up weekly (Saturdays and Sundays) all completed job memos request must be taken to the site to the proper supervisor for approval and job memos will be picked up weekly. Faxed copies will not be acceptable. **Note: office policy that invoices will not be processed for payment unless they are received with original signed copy of the Purchase Order or original copy of completion slip. They will be returned without notice, and with 20% administration fee.**

7. **REQUESTS FOR COMPLETION SLIPS** must be made in writing on the trades' company letterhead showing the number of lots that have been completed. Please ensure that all work has in fact been completed before submitting requests for completions, if it is found that work is not complete then the slips will not be made until the following week, assuming that ALL work is complete by then.

8. **INVOICING** – all invoices must be received in our office on the 15th of the month in order to get paid at the end of the following month. Invoices must have proper back-up / completion slip or purchase order (original copies ONLY) they must be signed by the site supervisor, failure to follow these steps will cause invoices to be returned. Contract amounts and extras to the contract are to be invoiced separate and invoices must indicate the proper site.

9. **GARBAGE REMOVAL:** Our supervisor will direct you to the garbage area. **Each trade must clean their own garbage once house is completed. Either put in the garbage box or in one pile, see site foreman if not done. There will be a charge or 125 per house without notification.**

10. **MEETINGS** will be held once a month at 6:30 a.m. at the construction trailer, the foreman from each trade must attend. **It is imperative that all trades attend.**

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NOTICE TO ALL TRADES

11. The foreman for each trade will be held responsible to see that their workers are wearing the **PROPER ATTIRE ON THE JOBSITE,** in accordance with the Ontario Safety Association and the Workers Compensation Board. Any worker who is not wearing the proper safety attire will be removed from the job site at once, and any fines from the WSIB will be the responsibility of the trade for whom they work. If we are issued a Stop Work Order by the inspector due to poor workmanship **ALL** costs for loss of time and other will be back-charged accordingly.

12. All Trades are responsible to ensure that work is carried out as per "PACKAGE J" SPECIFICATIONS. Any inspections or test that does not pass and Trades at fault will be back-charged $650.00 and will be notified accordingly.

13. Any items outstanding on the Service Memos from our Service Department, payment will not be released until it has been rectified.

14. **Any trades that start working on a house and notice any issues that have been done by previous trade, DO NOT START, report to supervisor, if you do continue you will be back-charged for any cost that occur.**

15. Each trade that receives construction site memos, if not completed by set date there will be a back-charge that is non reversible.

GENERAL COMMENTS FOR ALL TRADES:

- The Contractor agrees that any damages to the air vapour barrier caused during installation will be restored to an air-tight assemble with products approved for this purpose. (Low expansion foam, Acoustical Sealant, Sheathing Tape, etc.).
- The header wrap is not to be cut or damaged in any way except as required to install services. Any cuts to Header Wrap shall be made perpendicular to the installation with a sharp utility knife.
- Subcontractor will only cut holes with tools designed to cut holes. Holes are to be no longer than ¼" diameter than the penetration item for holes leading to unconditional spaces.
- The use of chainsaws is prohibited on this site.
- All trades are required to attend (IF REQUIRED) training session.
- The latest revisions to Tarion Warranty Program Plan Act, Ontario Building Code (O.B.C), National Building Code (N.B.C), and any other municipal revisions will be in effect of this project.

Accepted this 26 day of JULY, 2021

Bellaire Properties Inc.

Per: _____
Authorized Signing Officer

Accepted this 9 day of AUG, 2021

Per: _____
Authorized Signing Officer

SCHEDULE "LL"

Finished Area in Lower Level

In addition to Lormel's standard list of features, outlined in Schedule B and the Bonus Package described in Schedule B1, the following Floor Plans shall have the Lower Level completed:

The Temagami, 2 Car Garage
The Temagami, 3 Car Tandem
The Superior, 2 Car Garage
The Superior, 3 Car Tandem

Specification for the finished area in Lower Level shall be completed as follows.

- **Finished three-piece bathroom (as indicated on floor plan):** Which includes a standup shower, 12x12 or 13x13 ceramic floor tiles, 8x10 ceramic wall tiles, vanity and laminate countertop with drop-in vanity sink and single lever lavatory faucet, mirror and light fixture, in area indicated on plan. Purchaser to choose from vendor's standard samples.
- Standard Trim Package and Interior Doors, where applicable
- 35oz Carpet Throughout, including basement stairs. (except for tiled areas)
- Rough-in for 1 telephone and 1 cable
- Mechanical room to be left unfinished
- Electrical and Heating, and all work will be performed in accordance with Ontario Building Code Standards.

Purchaser's Initials:_____

Purchaser's Initials:_____

Purchaser's Initials:_____

Purchaser's Initials:_____

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SCHEDULE B – STANDARD LUXURY FINISHES

EXTERIOR FEATURES

1. Architecturally designed exteriors which include genuine clay brick, stone, pre-cast detail, exterior siding detail, architectural style and colour, as per applicable plans.
2. Exterior colours and siting will be architecturally coordinated to create pleasing streetscapes and to conform Architectural Control Guidelines.
3. Entry-resistant framing on all perimeter doors.
4. Glazed panel in front entry door and/or sidelight, and/or transom (as per applicable elevation).
5. Self-sealing shingles (30-year manufacturer's warranty).
6. Pre-finished maintenance free aluminum soffits, eavestrough, fascia, downspouts and siding, as per plan and elevation.
7. Steel insulated exterior doors with weather-stripping and deadbolt lock.
8. Vinyl casement windows throughout with Low-E Glass (White), basement windows to be white vinyl sliders.
9. All operating windows and patio doors are complete with screens.
10. Premium quality molded paneled sectional roll-up garage doors as per elevations.
11. Entire lot to be sodded except paved areas.
12. Precast concrete slab walkway to front door entry, precast step at rear door.
13. Paved driveway.
14. Two exterior water taps and two exterior weatherproof electrical outlets with ground fault interrupter.
15. Elegant Satin Nickel grip set for front door.
16. Elegant black coach lamps at front door, as per plan
17. Decorative precast address number plaque. Location as per Architectural Control guidelines.
18. 2" x 6" exterior wall construction
19. Engineered floor system.
20. 3/8" plywood roof sheeting
21. Decorative pillars on front elevations, as per plan.

INTERIOR FEATURES

1. All detached homes feature standard 9ft ceilings on main floor and standard 8ft ceilings on 2nd floor. (Except where bulkheads may be required).
2. Natural oak veneer main stairs with oak veneer stringers, oak posts from 1st Floor to 2nd Floor.
3. Natural oak nosing in upper hall under all pickets.
4. Natural oak handrails (2 5/8" oval top) and 1 5/16" oak square pickets on main staircase
5. Molded two-panel, flat top interior passage doors throughout, including all closets, as per plan.
6. 4" baseboard with 2 ¾" throughout with door stop (in applicable areas), including all doors and windows throughout in all finished areas where applicable, as per plan in applicable areas.
7. All archways are trimmed.
8. All drywall applied with screws and nails.
9. Satin Nickel finished interior door hardware. (Levers)
10. All interior walls to be painted in Builder's standard off-white colour with premium quality latex paint.
11. Smooth finish ceilings in kitchen, powder room and bathrooms. Spray textured ceiling in all other rooms with 4-inch boarder (excluding closets, coffered and cathedral ceilings).
12. Coffered or Cathedral Ceilings as per applicable plans.
13. Direct vent gas fireplace with paint (white) grade mantle in 38' Lots and 47' Lots

KITCHEN FEATURES

1. Purchaser's choice of Quality Custom Kitchen Cabinets from Vendor's standard samples.
2. Extended height Kitchen Cabinets for all Models, as per plan
3. Bulkheads will not be installed, unless required by plan. Bulkheads may be necessary for mechanical and structural requirements.
4. Purchaser's choice of granite/stone/quartz (engineered) countertop with double compartment stainless steel undermount sink with single lever pull-out faucet, from Vendor's standard selections.
5. Deluxe kitchen stainless steel exhaust fan with 6" exhaust vented to exterior.
6. Heavy-duty receptacle for stove.
7. Dedicated electrical outlet for refrigerator.
8. Split electrical outlets at counter level for small appliances.
9. Dishwasher space provided in kitchen cabinets with rough-in wiring and drains. Space for dishwasher left open; cabinet not provided.

LUXURIOUS BATHS

1. Ensuite bath off master bedroom with elegant freestanding soaker tubs and separate shower, as per plan
2. Cement Board used in all shower enclosures
3. Energy efficient WATER SAVER showerhead, toilet and faucets. Pressure balance valves in all showers.
4. Wall mounted mirrors over all vanities in all Bathrooms and Powder Room.
5. Frameless glass shower enclosure with frameless glass shower door in Master Ensuite, as per plan - (clear glass, chrome hardware)
6. White plumbing fixtures throughout.
7. Purchaser's choice of Quality cabinets and laminate countertops from Vendor's standard samples for vanity (where applicable).
8. Separate showers include full height ceramic wall tiles on walls and ceiling from Vendor's standard samples, as per plan
9. Electrical outlets for small appliances beside vanity in all bathrooms.

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10. Exhaust fans vented to exterior in all bathrooms.
11. Privacy locks on all bathroom doors.
12. Single-lever washerless faucets with pop-up drains in all vanities.
13. PEDESTAL SINK in powder room as per plan.
14. Choice of ceramic wall tile (8" x 10") for main bathtub enclosures and Ensuite shower enclosures, from Vendor's standard samples. Separate shower enclosure and tub enclosure include full height ceramic wall tiles up to and including ceiling,
15. White Ceramic bathroom accessories to include towel bar, toilet tissue dispenser, and soap dish.
16. Shut off valves to all basins and sinks.

LAUNDRY FEATURES

1. Laundry tub with hot and cold-water faucet, as per plan
2. Heavy duty electrical outlet for washer and dryer.
3. Vent for dryer.
4. Laundry rooms to have standard base cabinet with built-in single compartment laundry tub, as per applicable model. (Cabinet is based on standard white laundry cabinet door with white laminate countertop)
5. 2nd floor laundry room equipped with floor drain, as per applicable model.

FLOORING

1. Quality ceramic tile flooring, 12" x 12" or 13" x 13" (standard) in the foyer, kitchen/breakfast area, powder room, all bathrooms and main floor laundry room, *as indicated on plan, some detached models include standard hardwood in the kitchen/dinette area.* Purchaser to choose from Builder's standard samples. Ceramic floor tiles shall be completed with metal edging when abutting a different floor type.
2. All Detached Models include pre-finished strip oak hardwood flooring (3 ½" x ½"), natural colour* throughout main floor except tiled areas, from Builder's standard samples. *Some detached models include standard hardwood in the kitchen/dinette area.*
3. All Towns include engineered vinyl flooring throughout the main floor including kitchen (except for powder room and foyer), from Builder's standard samples
4. 35 oz broadloom on second floor (except tiled areas) with quality underpad.
5. Concrete basement floor with drain
6. Engineered Floor Joist System
7. All Sub-floors to be fastened with glue screws and nails, seams1205 to be sanded.

ELECTRICAL

1. Decora type and white switches throughout.
2. Heavy duty receptacle for stove in kitchen.
3. Holiday switch for seasonal lights at exterior front porch and second floor soffit.
4. Electrical outlets in all bathrooms and powder rooms include ground fault interrupters.
5. 200 Amp service with Circuit breaker panel.
6. All wiring in accordance with Ontario Hydro Standards.
7. Ceiling light fixture in all bedrooms.
8. Two electrical outlets in the garage (one in ceiling for future door opener).
9. Door chime.
10. Switch controlled receptacle, in living room (as per plan)
11. Smoke detector in main hall, upper hall and basement, in accordance with building code.
12. Carbon Monoxide detector installed in accordance to the Building Code.
13. Waterproof shower light in all shower stalls, where applicable

ADDITIONAL PROVISIONS

1. Rough-in 3-piece washroom in the basement *(drains only, no water line)*.
2. Pre-wiring for telephone outlet in Kitchen, and Master bedroom. Purchaser is to arrange finishing details directly with the phone company after closing.
3. Pre-wiring for four RG6 coaxial cable TV outlets Family Room/Great Room/Den and all bedrooms, location as per Vendor. Purchaser is to arrange finishing details directly with Cable Company after closing.
4. 1 Smart Wire located in the computer/den or family room for high speed internet, video, audio and computer network access.
5. Rough-in for Central Vacuum System to garage
6. Rough-in for Central Air Conditioning.
7. Security rough-in wiring on all doors on main floor plus rough-in wiring for one keypad by the front door and one motion detector in main floor hallway
8. All garage walls to be drywalled, from top of foundation wall to ceiling, as per OBC

HEATING/INSULATION

1. *"High efficiency forced air heating system with ducting sized for future central air systems"*
1. Thermostat centrally located on main floor.
2. *** R60 insulation for attic ceiling area over habitable areas. Weather stripped access. (as per Ontario Building Code Requirements).**
3. *** R22 insulation in exterior habitable walls, as per Ontario Building Code Requirements.**
4. *** R31 spray foam to garage ceilings and overhangs, as per Ontario Building Code Requirements.**
5. *** R20 continuous insulation on basement walls, as per Ontario Building Code Requirements.**
6. *H.R.V. (Heat Recovery Ventilation unit), Simplified installation.*
7. Hot water tank is a rental gas unit, power vented to exterior. (Purchaser will execute Rental Agreement with Provider).

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SCHEDULE B – STANDARD LUXURY FINISHES

the trails at CARSON'S CREEK

LORMEL'S SPECIAL FEATURES

- Mortgage survey provided at no additional cost.
- Concrete garage floor with reinforced grade beams.
- Cross link pex piping/ABS plumbing throughout.
- Poured concrete basement walls with heavy damp proofing (drainage membrane) and weeping tile performed drainage membrane to all exterior wall excluding garage.
- Cold Cellars, if grade permits
- Poured concrete front porch, where applicable
- All work to be performed to OBC standards

NOTE: THE PURCHASER ACKNOWLEDGES THAT IN THE EVENT FINAL GRADING REQUIREMENTS CAUSE THE DWELLING TO BE BUILT AS A LOOK-OUT OR WALK-OUT, THE PURCHASE PRICE SHALL BE INCREASED BY THE VENDOR'S STANDARD CHARGE FOR THIS DWELLING TYPE IN THIS COMMUNITY.

LORMEL WARRANTY

- Warranty backed by Ontario New Home Warranty Program, Tarion, which includes:
- The home is warranted against major structural defects for 7 years.
- The home is free from defects in workmanship and materials for 1 year.
- Purchaser agrees to pay the Tarion Warranty Program Enrollment Fee, as an adjustment on closing.

All Purchasers should note the following:

1. All selections are to be made from Vendor's samples and are subject to availability & provided that they have not already been ordered for the house. All selections are final & no changes will be accepted.
2. Variations from samples may occur in all materials due to normal production process.
3. Steps to front, side and rear doors where applicable may vary due to grading variances.
4. Corner lots may require minor interior and exterior modifications as per architectural controls.
5. Because of siting, grading and paving conditions, roof lines may vary due to structural roof framing conditions and/or Architectural Control Guidelines. Exterior architectural features may be added or altered as required by such Architectural Guidelines.
6. The siting of the house on the real property as a standard of reversal plan shall be at the sole discretion of the builder.
7. The Purchaser acknowledges that at the Vendor's sole discretion door swings may be different than those indicated on brochures and ceilings and walls may be modified to accommodate mechanical systems, and the Purchaser agrees to accept such modifications.
8. The Purchaser acknowledges and accepts that all dimensions in this Agreement are approximate, windows and actual square footages may vary depending on elevations selected, and actual usable floor space may vary from the stated floor area.
9. The Purchaser acknowledges that the lot including the home being constructed thereon is, until Closing, considered a workplace and construction site and as such is governed by the laws and regulations of same. The Purchaser therefore acknowledges not being permitted unsupervised entry or access to such workplace and construction site and further agrees and covenants not to attempt to gain entrance and access to same except during normal working hours and by prior arrangement with the Vendor at the sales office. The Purchaser agrees to follow all safety practices as prescribed by law during all such pre-arranged visits to the workplace and construction site.
10. NO PURCHASER SHALL BE ALLOWED TO PERFORM ANY WORK OR SUPPLY MATERIALS TO THE HOUSE PRIOR TO CLOSING.

All illustrations are artists' concept. Plans, dimensions and specifications are subject to change at the discretion of the Vendor. Materials may be substituted for those of equal or better quality. All dimensions are approximate.

In the event of model homes, the Purchaser acknowledges that they have been decorated for public display purposes and may contain certain features and upgrade features that are not included in the basic model type. You are hereby put on notice that the Vendor reserves the right to use your home for public relations and/or advertising purposes and consent is hereby given.

Specifications and terms are subject to change without notice.

Errors and Omission Excepted
Effective – October 9th, 2020

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ACKNOWLEDGEMENT SHEET

I have received and read a copy of the "SUBCONTRACTOR SAFETY PACKAGE " (27 pages in length, including **Lormel Homes** Health and Safety Policy, Subcontractor Guidelines and Site Safety Requirements) and agree, on behalf of;

HM EXTERIORS INC.
(name of Contractor)

to comply with the requirements of this document and the requirements of the Occupational Health and Safety Act and Regulations for Construction Projects (R213/91) and any amendments or other safety regulations which pertain to our work. Furthermore, we will take all necessary precautions for the health and safety of our workers, suppliers and subcontractors while on the project and ensure that they are provided with and are aware of the preceding requirements.

(Contractor Representative having authority to bind) (signature)

ZACHARY DE MENEZES
(Lormel Homes Representative) (signature)

Signed in the City of _____ this _____
(date)

(Witnessed by)

Note : (Prior to the commencement of work, this acknowledgment sheet must be signed and returned to **Lormel Homes** head office along with the final contract)

SUBCONTRACTOR SAFETY PACKAGE

INTRODUCTION

The following Subcontractor Safety Package has been prepared to identify our commitment to, and requirements for health and safety on our projects. This package has been designed to define the specific health and safety requirements for Subcontractors to follow while working on **Lormel Homes** projects.

The health and safety of workers on our projects is of the utmost concern and we consider health and safety legislation to be a minimum requirement. Therefore, we have prepared policies and procedures to clarify the legislated standards as they pertain to our project. The subcontractor must, in turn, set procedures to ensure compliance with all applicable legislation and the following requirements to ensure that their work is conducted safely.

All Subcontractors performing work for **Lormel Homes** will receive this package with their final contract. The Subcontractor must complete the Acknowledgment Sheet and return it to **Lormel Homes Construction Manager** prior to the commencement of work on the project.

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LORMEL HOMES "HEALTH AND SAFETY POLICY"

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LORMEL HOMES

Health and Safety Policy Statement

At **LORMEL HOMES** we believe that health and safety in the workplace should always be an integral aspect of our business and everyday lives. Through this statement we will communicate our beliefs, intentions and expectations. We sincerely hope and expect that all Employees, Subcontractors, Suppliers, Consultants and others who conduct work on or in our workplaces, will join us in our efforts to make each and every day a safe one.

In order to prevent workplace accidents and maintain safe and healthy working conditions in all of our workplaces, we will continue to commit ourselves to the following;

We will;

- promote health and safety awareness, training and education
- work closely with our staff, subcontractors and health and safety professionals in the prevention of accidents
- encourage a pro-active approach to all health and safety issues
- monitor workplace conditions and implement corrective measures where required
- provide assistance to Joint Health and Safety Committees
- consider legislative health and safety requirements as the minimum
- require that Subcontractors commit themselves to the above
- evaluate employees and Subcontractors safety performance

Performing our everyday tasks safely and ensuring that our actions do not result in accidents or create unsafe conditions, requires; knowledge of potential hazards, pre-planning, thought and individual responsibility. **BE AWARE, THINK AHEAD AND BE SAFE!**

LORMEL HOMES will continue to be a leader in the prevention of workplace accidents and we ask that all those who are conducting work in our workplaces, adhere to the detail and intent of this Health and Safety Policy Statement. Those who fail to work in a responsible and safe manner will face disciplinary actions.

President

Revised Date

Subcontractor Safety Package: Safety Guidelines

Introduction

The following guidelines have been prepared for all Subcontractors performing work on the project. Work shall only commence where the **Lormel Homes** is in receipt of the Subcontractor Orientation Checklist signed by an Officer or Director of the Subcontractor.

It is the responsibility of the Subcontractor to review with his/her workers, subcontractors, suppliers and visitors, the contents of the Subcontractor Safety Package and abide by this package at all times while on the project. These guidelines are meant to assist the Subcontractor in the prevention of incidents, accidents and the maintenance of a safe worksite and workforce. They are by no means all inclusive of the requirements specified by the Occupational Health and Safety Act and pertinent regulations. The Subcontractor must have their own policies and procedures to meet or exceed these guidelines and address the specific hazards associated with their work as it relates to this project. Additional policies and amendments may be added through the progression of the project should they be deemed necessary to address unforeseen hazards.

The Subcontractor is also responsible to ensure that their Subcontractors and suppliers are provided with a copy of our Subcontractor Safety Package prior to commencing work. The Subcontractor must ensure that their Subcontractor's and/ or suppliers are oriented to the project, the acknowledgment is signed and all required documents are delivered to the Site Superintendent.

Responsibilities of the Subcontractor's Management

1. Prior to the commencement of work on site, the Subcontractor shall ensure the appointment of a "competent" supervisor to oversee health and safety responsibilities. The Subcontractor's project manager and supervisor must attend an orientation meeting and complete the Subcontractor Orientation Checklist in conjunction with the constructor's Site Superintendent or Safety Consultant. Where the Subcontractor employs five or more workers on the site, including Subcontractors, the supervisor must be present at all times or assign a Competent Person to supervise in his/her absence..

2. The Subcontractor's management and supervisor(s) must ensure site policies, legislation, codes and standards governing the work and workers of the Subcontractor, their Subcontractors, suppliers and visitors, as a minimum, are complied with, and undertake every reasonable precaution to ensure the health and safety of all workers, persons and property.

3. The Subcontractor must abide by the requests of the constructor's Site Superintendent and all Governing Authorities. The Subcontractor must also ensure that the Project Safety Program is implemented and enforced by their Subcontractor and supplier's supervisors.

Subcontractor Safety Package: Safety Guidelines

Training, Orientation and On-Site Meetings

1. The Subcontractor must provide their supervisors and workers with the appropriate training and certification in health and safety to ensure that they are competent to perform all required work in a safe manner. This will include as a minimum;
   - Duties and rights under the Occupational Health and Safety Act, Construction Regulations
   - Workplace Hazardous Materials Information System (WHMIS)
   - Standard First Aid (per WSIB Reg. 1101)
   - Specific training or instruction (fall prevention, scaffold erection, signaling, elevated work platforms, explosive actuated tools, 0-8 ton hoisting devices, 8 ton + hoisting devices, cranes, forklifts, propane, chainsaws, inspection of formwork, falsework, suspended scaffold, trenches and roofers hoist, etc.)
   - Certification in their specified trades (where applicable)

   A record of training/ certification must be maintained on the worker and provided to the Site Superintendent, where requested.
2. Project health and safety "Tool Box" meetings shall be held by the Subcontractor's supervisors for their workers at least once/month, with records of these meetings available for review by the constructor (as requested). The documentation must include as a minimum;
   - Subject matter
   - attendance (signatures)
   - company and presenter's name
   - date, time and location
   - date, time and location of following weeks meeting

   Toolbox talks may be required more frequently at the request of the Site Management Team.
3. The Subcontractor's supervisor must attend site production and/ or safety meetings, as required.
4. The Subcontractor must ensure that all workers, Subcontractors, visitors and suppliers employed by their company on the project receive instruction regarding the Subcontractor's health and safety policy and these guidelines.

Subcontractor's Worker Safety Representative

1. Every Subcontractor and/ or Subcontractor that employs more than five (5) workers shall have their workers elect a worker safety representative from among their workers on the project. This person must not perform managerial functions. This representative may be elected to or selected for the Joint Health and Safety Committee or Worker Trades Committee, where required.

Subcontractor's Representative to the Joint Health and Safety Committee (JHSC)

1. Where required, a Joint Health and Safety Committee (JHSC) will be established. At least half of the members shall be workers employed on the project who do not perform managerial functions. Worker representatives to the JHSC will be selected by the trade union, which represents those workers or elected by the workers on the site.

2. A Subcontractor's employee working on site may be selected/ elected as a worker representative to the JHSC. Should this occur, the Subcontractor is obliged to arrange and provide for any prescribed training required for its employee to achieve compliance.

3. The Subcontractor shall ensure that the powers and duties of JHSC members, as required by legislation and/ or site policy, are not obstructed or hindered by the Subcontractor's activities or personnel.

4. The Subcontractor shall ensure that the worker representative in its employ is familiar with these guidelines and allow the JHSC member such time as required to perform site safety duties as required by legislation and/ or requested by the site superintendent.

5. The JHSC will meet and conduct inspections on a regular basis. Members are to be paid by their respective employers for the time to prepare for and attend meetings and carry out duties required by the JHSC.

6. Where the site population exceeds fifty (50) workers and the project is expected to last more than 3 months, a Workers Trades Committee (WTC) will be established. Subcontractors are expected to cooperate with and support these workers as they would a JHSC representative.

Provision of Documents

1. The Subcontractor shall provide an Ontario Ministry of Labour "Registration of Constructors and Employers Enagaged in Construction" (Registration) form for their company and all their subcontracted employers that will be performing work on the project.

2. The Subcontractor shall provide a current Workplace Safety and Insurance Board "Certificate of Clearance" and ensure that all Subcontractors, independent operators and suppliers providing work for the project have appropriate Workplace Safety and Insurance Board coverage.

3. The Subcontractor and their Subcontractors shall submit a copy of their Health and Safety Program, site specific procedures and any drawing, specification, license, document, material safety data sheet, record or report pertaining to the health and safety of workers on the project. These must be submitted to the Site Superintendent prior to commencement of the work.

4. On the project, the Subcontractor shall maintain a copy of all documentation required in accordance with applicable legislation, prior to the work commencing and/or equipment/ material arriving on the project. This includes, but is not limited to Subcontractor and Subcontractor health and safety policies, equipment operators manuals, log books, material safety data sheets (MSDS), service locates, engineers drawings and applicable authorizations, permits, specific procedures for hazardous work, certificates for manlifts/ cranes/ hoists and other devices, etc. All information must be readily available to workers on the project.
5. The Subcontractor must follow Ministry of Environment and Energy regulations for generation and disposal of municipal and subject waste.
6. The Subcontractor must ensure each worker's trade certification (where required) and records of training are available on the worker or the project at all times.

Written Procedures

1. When necessary **Lormel Homes** may request form the subcontractor written procedures for hazardous work. Such procedures will be reviewed to ensure that all reasonable precautions in the circumstances have been taken for the protection of the workers.

First Aid and Emergency Equipment

1. The Subcontractor must provide first aid kits, fire extinguishers, and emergency communications in an area immediately available to their workers and suitable for the work activity and/ or number of workers (including Subcontractors) performing work.

Notification of Near Misses/ Incidents/ Accidents and Unsafe Conditions

1. The Subcontractor or its Subcontractors, workers, visitors or suppliers must **immediately report** all near misses, incidents, accidents or unsafe conditions to the Site Superintendent.

Investigation and Reporting Forms

1. The Subcontractor shall conduct a full investigation for any loss-causing situation. Identify events and causes; provide information pertaining to the occurrence, recommendations and steps to be taken to prevent a recurrence.
2. The Subcontractor shall provide all reports and written notices, in accordance with the Occupational Health and Safety Act and pertinent regulations, the Workplace Safety and Insurance Act and these guidelines, within the notification period stipulated by the respective Authority. All reports must be copied to the **Site Superintendent and the Construction Manager.**
3. If a claim is made by a Subcontractor or its Subcontractors, workers, visitors or suppliers against another Subcontractor, **Lormel Homes** or the owner, **Lormel Homes** must receive notice of such a claim in writing, within one (1) day (24 hours) of the alleged occurrence on which the claim is based.

Incident/ Accident Follow-Up Procedure

1. The Subcontractor shall ensure that preventive measures have been implemented to prevent a recurrence, and verify that the respective Authorities and **Lormel Homes** (Construction Manager) have received the appropriate notification.
2. The Subcontractor must establish an Early Safe Return to Work Program and take all necessary measures to accommodate injured workers. The Subcontractor must also ensure that their Subcontractors have implemented an Early Safe Return to Work Program.

Enforcement

1. The Subcontractor shall ensure that these guidelines and all statutory requirements or requests/ orders by Governing Authorities are enforced with all employees, Subcontractors, suppliers or visitors, and take immediate corrective action to eliminate any hazardous conditions, violations, or other non-compliance. The Subcontractor shall notify the Site Superintendent, in writing, of any such action.

Non-Compliance Penalties

1. The Subcontractor shall hold harmless the Owner, Constructor (**Lormel Homes**) and their respective officers, employees and agents for any failure by the Subcontractor to comply with the requirements of these guidelines or their statutory responsibilities. The Subcontractor shall be responsible, financially and otherwise for the non-compliance of their employees, Subcontractors, suppliers or visitor on the project.
2. The following penalties may be levied without recourse, at the discretion of the Constructor, against the Subcontractor, his employees, Subcontractors, suppliers or other person for non-compliance.
   a) termination of the contract where the Subcontractor refuses and/or fails to fulfill all duties and responsibilities
   b) immediate ejection from the site of any offending employee, Subcontractor, supplier or other person, temporarily or permanently
3. The Subcontractor shall be responsible for and shall fully indemnify the owner, the Constructor and their officers, employees and agents for:
   a) any and all costs incurred due to charges, fines and convictions resulting from the Subcontractor or their Subcontractor's, suppliers, workers or visitors failure to comply with these guidelines or their statutory responsibilities.
   c) any and all costs incurred to defend any action resulting from the Subcontractor or their Subcontractors, suppliers, workers or visitors failure to comply with these guidelines or their statutory responsibilities

d) any and all costs incurred due to delays in the progress of work or their Subcontractors, suppliers, workers or visitors failure to comply with these guidelines or their statutory responsibilities .

4. Where the responsibilities of the Subcontractor or their Subcontractor or suppliers are not carried out in a timely manner, for any reason, others will perform the work and costs shall be back-charged to the Subcontractor.

Hours of Work

1. The hours of work on the project are from 7:30 am to 5:00 pm Monday through Friday, unless otherwise posted by the Site Superintendent. The Site Superintendent must grant permission for after hours, weekend or statutory holiday work.

Subcontractor Safety Package: Site Safety Requirements

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1.0 General Requirements

Policy:

The safe physical condition of our project and its surroundings is of prime importance. All workers, Subcontractors, suppliers and any other visitors to our project must cooperate and make all reasonable efforts to ensure that;

- guardrails/ handrails
- floor openings
- access/ egress
- ladders/ ramps
- scaffold
- excavations, trenches and caissons
- general cleanliness
- treatment of ice and snow

standards meet and/ or exceed the minimum requirements specified in the Occupational Health and Safety Act, pertinent regulations and the following site requirements.

1.01 Guardrails

- where there is a possibility of a worker falling from one working or walking surface to another, a barrier must be provided (i.e. caution tape, temporary fence, etc.).
- guardrails must be provided around the perimeter of all working and walking surfaces, platforms and roofs where a worker may fall 8 feet (2.4m) or more, or onto/into a hazardous object. Guardrails must consist of a top rail, intermediate rail and toe-board or be otherwise approved by the Ministry of Labour to meet the criteria for guardrails per the Regulations for Construction Projects. (i.e. safety fence, wire rope, etc.).
- guardrails removed temporarily for the purpose of doing work must be replaced in a proper manner immediately after work is completed. Where removed, a travel restraint, fall restrict or fall arrest system must be used, "DANGER" signs posted and a "bump line" used to prevent access. Guardrails must be replaced by the end of the shift.

Handrails

- securely fastened handrails must be installed on the open sides of all stairs and guardrails must be installed on any open side of stair landings.
- handrails must be constructed of the same materials required for guardrails and secured in place.
- always ensure that handrails are free of protruding objects such as nails and that the wood does not pose sliver hazards, furthermore, wood handrails should not protrude into the aisle.

1.02 Floor Coverings

- Where it is not possible to provide guardrails around floor openings, they must be covered with securely fastened coverings capable of supporting all loads to which they may be subjected and identified (i.e. "DANGER, FLOOR OPENING").
- Floor coverings must have a professional engineer's opinion if provided in an area where mobile equipment may be used.

- All floor openings 3 inches or greater in diameter must be protected immediately.

1.03 Access/ Egress

- overhead protection or appropriate barricades and pedestrian traffic control measures must be provided where work is being carried out above a means of access/ egress or work area.
- access to and egress from work areas that are above or below ground must be appropriate for work being done and maintained in a safe condition. (i.e. ladders, scaffold stairs, ramps and runways, etc.). Temporary stairs must be used where regular access/ egress is required from one level to another and/ or tools and materials are being handled manually.
- no means of access or egress to units or to the site in general shall be blocked or restricted without prior notification to the site superintendent (due to emergency access/ egress). This condition will only be permitted under strict supervision by the Subcontractor only if permission has been granted by the site superintendent.
- access to roof areas is restricted to authorized workers only. The Subcontractor supervisor must evaluate hazards (snow, wind, guards, etc) prior to work.

1.04 Ladders/ Ramps

- ladders should be set up on a firm level surface. If the base is to rest on soft uncompacted or rough soil, a mudsill must be used.
- ensure ladders are of proper length (extended 3 feet (90 cm) beyond the landing). landing areas at both ends of the ladder must be clear of debris and materials.
- always visually inspect ladders prior to using them. Ladders with weakened, broken, bent or missing steps; broken or bent side rails; broken, damaged or missing non-slip bases; or otherwise defective must not be used and are to be removed from the site immediately.
- all access ladders must be tied off or otherwise secured to prevent movement.
- where a ladder is used to complete a task or for access and egress, a fall arrest system must be used where a worker may fall 10 feet (3m) or more.
- depending on length, straight ladders should be set up on an angle such that the horizontal distance between the top support and the base is not less than one-quarter or greater than one-third the vertical distance between these points.
- always maintain three-point contact when climbing a ladder (e.g. two feet and one hand or one foot and two hands). When a task must be performed while standing on an extension ladder, the length of the ladder should be such that the worker stands on a rung no higher than the second from the top, maintaining his/her body between the side rails.
- ladders should not be erected on boxes, carts, tables, scaffold platforms, elevated work platforms or on vehicles. Ladders should not be used horizontally as substitutes for scaffold planks, runways or other service for which they have not been designed.
- Metal ladders, or ladders with metal reinforcing must not be used near energized electrical equipment or conductors.

1.05 Scaffold

- the erection, inspection and dismantling of scaffold must be carried out by trained, knowledgeable and competent persons.
- scaffold planks must be of good quality; free of defects such as loose knots, splits or rot; rough sawn; measuring 2 inches x 10 inches (51mm x 25.4mm) in cross section; No.1 spruce.
- scaffolds must be erected with all braces, pins, screwjacks, baseplates, wheels and other fittings installed as required by the manufacturer.
- scaffold platforms and benches must be at least 18 inches (46 cm) wide and planked across their full width.
- scaffolds must be tied in to a building at vertical intervals not exceeding three times the least lateral dimension, including the dimension of any outrigger stabilizing devices.
- where scaffolds cannot be tied into a building, adequately secured guy lines must be used to provide stability.
- scaffold planks must be securely fastened to prevent them from sliding.
- scaffolds must be erected, used and maintained in a reasonably plumb condition.
- remove ice, snow, oil, grease and other slippery material from the platform and the surface shall be treated to prevent slip hazards (where required).
- a vertical access ladder must be used to access/ egress scaffold. Fall arrest equipment must be incorporated for heights of 10 feet (3m) or more.
- A competent person must inspect scaffold prior to each use.

Scaffold on Wheels or Castors

- all castors or wheels must be provided with a functioning braking device.
- brakes on the castors shall be engaged when working on the scaffold.
- ensure surface is firm and level prior to moving scaffold.
- no worker shall mount scaffold unless the brakes are applied.
- where a rolling scaffold is being moved, with a worker on a platform that is 8 feet (2.4m) high or more, the worker must wear fall arrest secured to the scaffold.
- a scaffold mounted on castors or wheels shall be equipped with guy wires or outriggers to prevent its overturning if the height of the scaffold platform exceeds three times the least lateral dimension of the scaffold.
- measured at the base of the scaffold.
- if outriggers are used, measured between the outriggers.

1.06 Surface Penetrations/ Excavations

- locates must be obtained prior to any surface penetration (walls, floors, etc) or soil disturbance (trenches, auguring, fence holes, etc.) of any kind.
- locate drawings must be reviewed by the supervisor and be in the possession of the equipment operator.

Trenches and Excavations

- where workers are required to enter a trench or excavation, proper means of access/ egress must be provided.

- where personnel are required to enter a trench deeper than 1.2 metres (4 feet), the walls must be cut back on a one to one gradient. Where it is not possible to slope the walls adequately, they must be supported as prescribed in the Regulations for Construction Projects (i.e. shoring or a trench box designed by a professional engineer).
- when a worker is in a trench, a competent worker trained in first aid must be stationed on the surface to alert the workers in the trench if any unsafe conditions develop. Workers must stay within the protected area of the trench. No one may enter an unprotected trench, no matter how short the period.
- all loose material must be scaled or trimmed from the sides and surface of an excavation or trench. Materials, equipment or machinery may be stored or used no closer than 6 feet (1.8 m) from the surface of the caisson, trench or excavation.
- soil conditions and/ or the shoring systems must be inspected by a competent person (designated by the professional engineer) before a worker enters the trench or excavation and then on a regular basis.

Caissons

- confined space entry procedures/ permits must be followed for caisson entry.
- atmospheric testing must be performed to ensure that the work environment is safe.
- workers must be competent and trained before entering the caisson.
- caissons must have linings installed to within 1.2 metres (4 feet) of the bottom.
- a fall arrest system/ retrieval system and a worker trained in its use and CPR must be stationed at the top of the caisson being entered.
- A professional engineer must design the bucket used to lower the worker into the caisson and the drawings must be available on the equipment.
- a fall prevention system must be used to protect workers from unprotected caissons and/ or drilling equipment.
- caissons must be securely covered and identified immediately following drilling.

1.07 General Cleanliness

- all major pathways shall be kept clean and free of obstructions at all times!
- scrap materials and general dunnage shall be placed in waste containers immediately and removed from the work area to the identified scrap containers on a daily basis. Each Subcontractor and all workers should reduce waste, reuse and recycle materials.
- each Subcontractor is responsible for maintaining and cleaning their work area and materials on a daily basis. Pop cans, coffee cups and other garbage are to be put in waste containers.
- pieces of lumber with protruding nails are to be promptly piled out of the way and the nails withdrawn or bent over.
- other protruding objects, such as reinforcing steel (rebar) must be protected by a suitable means (capped) to prevent injury/ impalement.

1.08 Treatment of Ice and Snow

- Accumulations of ice or snow which create slip hazards on access routes and/ or work areas will be cleared/ treated as soon as practical. Always exercise caution when walking during inclement weather conditions.
- should you discover that access to your work area or the work area itself is slippery due to inclement weather conditions, please see the site superintendent for Calcium Chloride and/or other materials (e.g. sand), which will be provided for the treatment of the work surface.
- if the conditions are such that the treatment of the surfaces would not be practical, therefore leaving the work area slippery, workers should refrain from working in such areas until they can be made safe.

1.09 Bracing and Securing

- during the course of work, all Subcontractors must ensure that they use appropriate wall/floor/structure/component bracing/securing techniques to prevent any part of the structure under construction, temporarily/permanently installed components (e.g. stairs or windows) or equipment in use, from toppling over or collapse. Braces or supports should only be removed progressively when components or structural members no longer pose the danger of collapse or toppling over.

1.10 Utilities

- **underground utilities** – prior to excavating, locates must be performed and identified accordingly for all underground utilities. In the event that during the excavating of soil, the operator begins to encroach on an identified utility, the operator shall cease use of the powered equipment and digging shall only be performed by a worker using a hand held shovel (if safe to do so)
- **overhead utilities** - whenever there is a danger of equipment, persons and/or materials encroaching on the minimal allowable distances (section 186 Reg. 213/91) or making contact with any energized electrical conductors, safety precautions (e.g. de-energizing of power source, insulating electrical conductors, use of spotters, having power lines moved, etc.) must be taken in accordance with Sections 186 and 187 Reg. 213/91. When unsure, always treat electrical conductors as if they are energized (verify with site management) and take precautions accordingly. Should any utility appear to be damaged, notify the Site Superintendent immediately.

2.0 Material Storage

Policy:

To ensure both the appropriate flow of material and the safe storage of materials on site, Subcontractors and suppliers must coordinate the shipment, handling and storage of materials. This policy is meant to address the areas of;

- compressed gas cylinders
- welding
- flammable/combustible materials
- general material storage

- hazardous materials
- fire protection

and achieve awareness and compliance with the Occupational Health and Safety Act, Regulations for Construction Projects, WHMIS Regulations, the Fire Code and Energy Act as minimum standards. This policy is not all inclusive of the legislative requirements and should be used as a guide only. The Subcontractor must be aware of and work in compliance with all legislation that governs their work.

2.01 Compressed Gas Cylinders:

- handle compressed gases with extreme caution. Compressed gas cylinders may only be transported or hoisted on site where a suitable crib, secured from movement, is used.
- only competent authorized workers are to handle compressed gas cylinders
- use/ store and transport all compressed gas cylinders adequately secured in an upright position. Storage cages or racks must be made available in a safe location away from work areas and other areas where damage may occur (e.g. roadways)
- after using a compressed gas cylinder, ensure the valve has been closed. Cylinder valves must also be covered with their appropriate screw on caps.
- upon discovery of a compressed gas leak from a cylinder, hose, valve or other connection, discontinue use, remove from work area (if safe) and report immediately. Under no circumstances, is a leaking compressed gas cylinder to be used! Cylinders should be tested with soapy water.
- empty containers of compressed gases should be stored separately from full or partial containers. Flammable materials should be stored separately from oxygen. Only one day's supply or less of compressed gas is to be stored indoors, at any time
- store cylinders in cages identified with the company name when not in use.
- welding/ cutting torches, hoses, regulators and flashback arrestors must be inspected prior to each use.

Propane

The use of propane is common in construction. When working with any equipment that is fueled by propane, the following safety precautions must be observed:

- keep sources of ignition a minimum of 3 metres (10 feet) from a propane cylinder.
- an approved and charged fire extinguisher must be readily available.
- only competent, authorized personnel with a record of training (ROT) may handle/ connect compressed gas cylinders.
- always handle compressed gas cylinders and their contents with extreme caution.
- after using a compressed gas cylinder, ensure the valve has been closed.
- Unless designed for horizontal use, store all propane cylinders in an upright position, adequately secured in an approved, identified storage crib
- empty propane cylinders should be stored separately from full or partially full containers and identified accordingly.
- upon discovery of a propane leak from a cylinder, hose, valve or other connection, close valve if possible and safe to do so, warn others, leave the area and notify your supervisor immediately.

2.02 Welding/Cutting/Soldering or other operations creating sparks

- where cutting, welding or other spark producing work is performed above or in an area where workers or the general public have access and/or combustible materials are stored or used , the Subcontractor shall take the necessary precautions to prevent the outbreak of fire.
- the Subcontractor shall utilize a fire-watch and/or provide fireproof tarpaulins where it is necessary to cover equipment or combustible materials.
- Performing operations that generate sparks or open flames in the vicinity of flammable liquids is not permitted.

2.03 Flammable/ Combustible Materials

- flammable liquids must be stored in approved containers with flash arresting caps in place. Containers must be grounded and bonded during decanting.
- flammable or combustible materials must not be stored or situated in areas where welding, cutting or open flames are produced.
- flammable materials must be stored outside in isolated or fenced areas outside of units (see the Site Superintendent for appropriate storage areas). Such areas shall be appropriately marked with "NO SMOKING and/or Sources Of Ignition allowed in this area".
- all flammable or combustible materials must be clearly labeled as to their contents, hazards (i.e. WHMIS Regulations) and have company identification.
- draining of gasoline, fuel oil, motor oil or other flammable liquids onto the ground or into an open sewer is strictly prohibited.

2.04 Hazardous Materials

- hazardous materials must be stored in areas designated by the site superintendent. The Subcontractor must notify the site superintendent of special storage requirements for particularly hazardous or designated substances.
- all hazardous materials brought on site must have appropriate labeling and have up to date Material Safety Data Sheets (maximum 3 years old). MSDS must be provided to the site superintendent and be available on site.
- all workers must have received WHMIS training or the appropriate upgrading within the last year. This should include specific training to ensure they are fully aware of use, storage, emergency and disposal requirements for the hazardous materials they may use. Proof of training must be available on the worker.
- improper use, handling, storage and disposal of hazardous materials may create imminent hazards, which could result in a serious accident. To ensure proper storage of hazardous materials, refer to Material Safety Data Sheets.
- spills or discharges of any hazardous material must be safely contained and reported to the site superintendent immediately.

2.05 General Material Storage

- large shipments must be pre-arranged with the Site Superintendent.
- all materials are to be stored in an organized manner in the designated storage areas outside the building.

- materials must be stored in such a manner that they will not tip, collapse, fall or protrude from a load in a dangerous manner. Care must be taken while unloading/ unpacking trucks and crates.
- doorways, aisles, roadways and work areas are to remain unobstructed, by materials and other objects.
- materials must not be stored within 6 feet (1.8 m) from the edge of a roof, floor, excavation or other openings.
- materials must be adequately secured in place to prevent movement in strong winds or other inclement weather conditions.
- approval must be obtained from the Site Superintendent for receiving of materials from the roadway. Appropriate signaling, traffic control and electrical conductor precautions must be taken.

2.06 Fire Protection

- where sparks or open flames may be present, fire extinguishers must be readily accessible in an adequately marked location and properly maintained, regularly inspected and promptly refilled after use.
- Employers must ensure that their workers who may be required to use fire extinguishers in emergency situations are trained
- portable extinguishers must be secured to all moving vehicles and machines (i.e. backhoes, crane cabins, etc.).
- portable extinguishers are classified according to their capacity for handling specific types of fires. Underwriters Laboratories of Canada 4A40BC rating meets the minimum requirements.

Class "A" Extinguishers
For fires of ordinary combustion materials such as wood, paper textiles where a quenching, cooling effect is required.

Class "B" Extinguishers
For flammable liquid and gas lines, such as oil, gasoline, paint and grease where oxygen exclusion or flame-interruption is essential.

Class "C" Extinguishers
For fires involving electrical wiring and equipment where the non-conductivity of the extinguishing agent is crucial.

3.0 Personal Protective Equipment

Policy:

Appropriate personal protective equipment must be supplied, used and maintained according to the manufacturer and/ or CSA standards. This policy is not all inclusive of the legislative requirements and should be used as a guide only. The Subcontractor must be aware of and work in compliance with all legislation that governs their work.

Subcontractors must ensure their workers, Subcontractors, suppliers and visitors are familiar with all safety equipment required on the project and have been instructed how to use and maintain the equipment, according to good safety and hygiene practices.

Subcontractor Safety Package: Site Safety Requirements

The following is a list of the personal protective equipment to be used in accordance with the Occupational Health and Safety Act and Regulations for Construction Projects. This list and the requirements of legislation must be treated as a minimum standard and expanded on by each Subcontractor to meet the needs of their work environment:

3.01 Foot Protection

- CSA certified Grade 1 boots (Green Triangular Patch) must be worn at all times by construction workers.
  Note: Work boots should be fully laced and tied.

3.02 Head Protection:

- Site Approved Hard Hats must be worn at all times by construction workers.
  Note:Hard hats must be replaced when the interior (suspension system) or exterior is damaged.

3.03 Skin Protection/ Protective Clothing

- Proper protective clothing must be worn at all times, i.e. full length pants and at least, short sleeve shirts (no cut-off). Sun block is recommended for outdoor work.
- Other protective clothing must be worn, when required, to prevent exposure to a noxious gas, liquid, dust, fume, or objects which may cut, puncture, abrade or burn skin, or as required by Material Safety Data Sheets.
- Tear-away fluorescent vests must be worn by all workers working around heavy machinery, while backing up vehicles and signaling cranes or traffic.

3.04 Eye and Face Protection

- CSA approved glasses with side shields must be worn where the hazard of eye injuries may exist.
- Suitable CSA approved goggles and/or welding shields with the appropriate shading shall be worn when welding or cutting.
- Face shields in combination with safety glasses must be used where there is a possibility of injury to eyes or face. (grinding, chipping, handling hazardous substances, etc...,)

3.05 Fall Prevention

- Every Subcontractor must develop a fall prevention plan to eliminate and/ or control falls from heights.
- The fall prevention plan must address the prevention of falls through the use of guardrails, travel restraint or fall restrict systems. If the hazard of falling may not be eliminated then a fall arrest plan must be implemented. The fall arrest plan must include procedures to inspect equipment and to rescue a worker that has fallen.
- Workers must receive training in the fall prevention, fall arrest, inspection and rescue plan and procedures. Documentation must be provided to the site superintendent.
- All workers in danger of falling 10 feet (3m) or more must use a fall arrest system. A fall arrest system may consist of any of the following components so long as it will not cause an arrest force of greater than 1800 lbs. (8kN), all CSA standards are met and the worker is not able to ground-out.

- CSA approved full body safety harness
- CSA approved shock absorbing lanyards (where appropriate) (to achieve 100% tie-off a "Y" lanyard may be required) equipped with double locking anti roll-out clips
- CSA approved connecting devices (i.e. chokers, rope grabs, etc.)
- approved anchorage points
- CSA approved vertical or retractable lifeline
- horizontal lifeline (where designed by a professional engineer and drawings are submitted to site superintendent)
- safety nets

- These components or others, submitted as part of a fall prevention plan must be used in accordance with the OHS Act and Regulations for Construction Projects as a minimum. Procedures must be submitted to the site superintendent.
- All components of a fall prevention system must be inspected by a competent person prior to its first use on site and by the worker daily thereafter. Mechanical components should be inspected and labeled by the manufacturer according to the manufacturer and CSA standards.

3.06 Hearing Protection

- Each worker should have hearing protection available for use at their work area (to be worn at all times in designated areas where noise levels exceed 90 dB. (i.e. chipping, using explosive actuated tools, grinding, etc.).

3.07 Respiratory Protection/ Air Quality

- The Subcontractor must take all actions necessary to ensure the quality of air on the project and in their work areas is not affected by fugitive emissions caused by their work processes or by materials used.
- Where the quality of air is or may be affected through work activities or by pre-existing conditions the Subcontractor must take measures to ensure the hazards that may be present are identified and controlled. (i.e. air quality tests, ventilation, etc.)
- All air quality tests must be conducted in the presence of a worker safety representative, appointed by the JHSC, and reports must be copied to the site superintendent and the JHSC.
- Where required, NIOSH approved respiratory protection must be used to ensure workers do not exceed legislated or recommended exposure criteria as identified by the appropriate air quality tests, on the Material Safety Data Sheet or Regulations for Exposure due to Biological or Chemical Agents or Occupational Exposure Limits.
- Workers must be trained regarding the fit testing requirements, maintenance and limitations of respirators.
- Work areas or processes (i.e. Cement finishing in basements) should be ventilated to decrease the potential for worker over exposure to harmful emissions.

Confined Space Entry procedures with criteria for testing, entry, ventilation, rescue, etc. must be provided to the site superintendent and are required prior to entering a confined space.

4.0 Equipment and Machinery

Policy

Equipment and machinery are the direct responsibility of the Subcontractor and/ or supplier, however, as constructor, we must ensure compliance with legislation and ensure the protection of workers on the project. It is, therefore, our policy to identify equipment and machinery requirements so that Subcontractors may ensure their safe use, maintenance and the appropriate supporting documentation.

This policy will cover the areas of ;

- general and hoisting equipment,
- log books and operators manuals
- signal persons
- equipment and tool use
- vehicle operation on site (speed, parking)
- electrical equipment,

for the purpose of education and awareness. This policy is not all inclusive of the legislative requirements and should be used as a guide only. The Subcontractor must be aware of and work in compliance with all legislation that governs their work.

4.01 General Equipment/ Elevated Workplatforms

- equipment is to be operated and maintained by competent trained and authorized personnel. Proof of training must be kept in the operator's possession and provided to the site superintendent, upon request. Preoperation checks must be made daily.
- an operator must never leave the equipment running while unattended. Hoisting equipment must not be left unattended while any part is in a raised position.
- in the event that the view of an operator is obstructed or where working near a roadway, electrical conductor or public/ pedestrian way, the operator shall be assisted by a competent, trained signalperson.
- excavating equipment shall be equipped with roll-over protection as required by the Regulations for Roll Over Protective Structures.
- prior to use on site all equipment over 10 horsepower must have
  - a pre-job inspection certificate and sticker signed by a competent maintenance person.
  - have a letter bearing the seal of a professional engineer stating the equipment is in compliance with applicable legislation and CSA/ CAN standards.
  - the operators manual

  This information must be readily available for review on the equipment.

Elevated Work Platforms

- only personnel trained and authorized by the supplier for that specific equipment are allowed to operate self-propelled elevating work platforms. Workers on this type of equipment must use appropriate fall protection at all times.
- pump-jacks may be used on the job-site provided that the equipment is in good repair, the manufacturer's engineer's drawings are available on site and the workers have erected the equipment in accordance with the specifications. Proper

mudsills must be used and the support legs (at the base) must be secured to prevent them from slipping. Guardrails must be installed to prevent the workers from falling and an access ladder must be used as required.

4.02 Hoisting Equipment/ Lift-Trucks

- loads being hoisted must not pass over workers, or be handled in a manner, which might endanger a worker. Hoisting equipment is to be operated by certified or trained personnel only, as required for the capacity and type of equipment.
- The operator of the hoisting equipment at all times must obtain full visibility. In the event that his view is obstructed or work is conducted near equipment, machinery, electrical conductors or other hazards, a competent trained signalperson shall be used.
- at no time shall the operator of the hoisting equipment attempt to lift an object or load, which is in excess of the maximum load, rated capacity. The capacity of the equipment and any attachments must be readily available.
- the operator must always ensure that full control of the load is maintained.
- loads must not be left suspended, unless an operator is at the controls of the equipment.

Lift Trucks

- Lift trucks must be in good condition and equipped with an overhead guard and all necessary safety devices.
- The Lift - truck shall be suitable for the work involved.
- Persons operating lift trucks must be qualified and the Subcontractor must have documented proof of recent training.
- Operators must know the weights of the loads to be carried or lifted and must know the lifting capacities of the Lift-Truck. Loads that exceed the load rating of the lift-truck must not be lifted.
- Subcontractors shall check load capacities of any floor or roof with the Site Superintendent before loading with any material or equipment.
- When traveling without a load, the forks of a lift truck must be tilted back and raised at least 4 inches off the floor to avoid any obstructions. When not in use, the forks of a lift truck must be rested on the ground. Powered equipment shall not be left unattended unless forks, buckets, blades and similar parts are in the lowered position or solidly supported.
- The raising of personnel on the forks or a platform of a lift truck is prohibited.
- No person other than the operator shall ride on the lift truck or its load.
- Lift trucks, are required to stop and sound their horn at all intersections and when backing up.
- The operator must always maintain a clear view and/or use trained signal persons to assist during travel.
- Where it is required to control vehicle traffic, required provisions must be in place including barriers, signs, properly instructed flag people and reflective fluorescent vests for the flag people.
- Any large, heavy, round objects with a tendency to roll must be blocked on the equipment or when stored to prevent any movement.

4.03 Log Books and Operators Manuals

- must be maintained by Subcontractors for all incoming mechanical /electrical machinery or equipment to be used on the project rated at 10 horse power or greater. The logbook will identify previous inspections performed and contain details of the inspection (e.g. frequency of inspections, maintenance and repairs). All Log books must be maintained as prescribed in the Construction Regulations and be available for review at any time by the site superintendent. Operators Manuals must be supplied by the equipment manufacturer, supplier or an equivalent and maintained on the project, readily available to equipment operators or the site superintendent.

4.04 Signal Persons

- Subcontractors must provide signalpersons who are "Competent Workers" and therefore have received the appropriate training to meet the criteria defined in the Occupational Health and Safety Act and Regulations for Construction Projects. Every vehicle backing up must have a signal person present. Proof of training must be provided to the Site Superintendent.

4.05 Equipment and Tool Use

- All equipment/ tools must be inspected for defects prior to each use. Tools must be effectively guarded and used in a safe manner.
- Chain saws are only to be used by those who have received adequate instruction and can produce a valid Record Of Training (ROT).
- Ensure electrical tools are grounded. If the cord is cut/frayed, or the motor casing is defective, they must be tagged out of commission, repaired and/ or removed from the site.
- Do not operate electrical power tools or run electrical cords in damp or wet areas. Ground Fault Circuit Interrupters (GFCI) must be used for all electrical tools used outdoors.
- Do not leave power tools/ equipment turned on when unattended.
- All tools and equipment must be stored so they do not create a hazard for other workers on the project.

Explosive Actuated Fastening Tools

- workers using these tools must have a current record of training (ROT), supplied by the manufacturer, with them and available for review.
- eye protection, hard hats and hearing protection must be worn.
- the tool must be inspected prior to use to ensure it is clean, operating freely, the barrel is obstruction free and there are no defects.
- this tool must always be stored in a locked container when not in use and must never be left unattended when out of its case.
- this tool shall never be pointed at anyone, whether it is loaded or not.
- only shells/loads suitable for the application and as specified by the manufacturer of the tool, shall be used.
- misfired loads shall be placed in a water filled container and removed daily from site.

4.06 Vehicle Operation

- The Subcontractor shall see to it that their employees park in the designated areas, in a manner which will not impede access of emergency apparatus/equipment.
- only competent, trained and authorized persons are to use vehicles, hoists, cranes, elevated work platforms, lift-trucks, elevated work platforms or other motor powered equipment or machinery, while on site. Proof of training must be maintained on the operator and a copy provide to the Site Superintendent.
- operators must always work cautiously and ensure that at no time is the operation of their vehicle/ machine/ equipment placing themselves or others in danger and/ or likely to cause damage to the structure, equipment or machinery.
- Posted "speed limits" must be observed at all times on the site. Where there are no limits posted, the maximum speed is walking speed.
- Parking on-site must be in designated areas only. Vehicles parked on-site obstructing traffic or materials flow will be removed at the owner's expense.

4.07 Electrical Equipment

- only qualified electricians may perform any tie-ins to electrical equipment.
- prior to performing any tie-ins, maintenance or repairs on electrical equipment, power sources must be de-energized, locked out and tested.
- Locks, blocks, pins and tags may not be removed without the express permission and presence of the Site Superintendent. Every attempt must have been made to find the lock owner. Where the lock is to be cut, the Site Superintendent and a Certified electrician shall walk the area to look for workers and tools which may be exposed and post warnings prior to energizing equipment.
- report defective electrical equipment to your supervisor immediately.
- electrical panels and disconnects must not be covered or hidden by articles of clothing, materials or machinery.
- all electrical cords and equipment must be effectively grounded.
- extension cords must be inspected and maintained in proper working order.
- connections between electrical extension cords and power tools cords, must not to be tied off.
- Ground Fault Circuit Interrupters (GFCI) must be used outdoors or in damp locations.
- report any loose, unprotected wires/ cables to your supervisor.
- energized overhead conductors must be identified with the appropriate signage.

4:08 Temporary Heat

- when propane or natural gas are used to fuel heaters, the following precautions must be followed by the subcontractor;
    - ensure circulation of fresh air in the unit (open windows while working in the unit)
    - ensure a fire extinguisher (4A40BC) is readily available for use
    - never store or use flammable or combustible materials on or near the heater
    - should you detect a gas leak, advise anyone in the unit to leave and do so yourself (leave the door to the unit open). After exiting the unit, proceed to the propane cylinder and shut the

cylinder valve off and then report the condition to the site management team immediately.

Note: when electrical means are used to heat units, always ensure that flammable and/or combustible materials are not stored and or used in close proximity to the heater.

4:09 Equipment Powered By Internal Combustion Engines

- when using internal combustion powered equipment such as cement finishing equipment, salamander heaters, chain saws, quick-cut saws, etc., ensure the area of use is well ventilated to prevent worker over exposure to potentially lethal toxins such as carbon monoxide
- to maintain the lowest levels of harmful exhaust emissions, all equipment should be serviced regularly and if work areas cannot be ventilated, other precautions must be taken to prevent worker over exposure to carbon monoxide (e.g. the use of electrical equipment, proper respiratory equipment for workers, etc.)

5.0 Public and Occupant Safety

Policy:

The safety of the general public and occupants of existing buildings on our project and its surroundings are of prime importance. All workers, Subcontractors, suppliers and any other visitors to our project must cooperate and make all reasonable efforts to ensure the maximum protection and minimum inconvenience to the general public or occupants, through;

- appropriate signage
- installation and maintenance of fencing, hoarding and other precautions
- designation and use of construction access and parking
- reporting incidents involving occupants or general public
- appropriate traffic control and equipment on public/private ways

that meet and are used according to all requirements of applicable legislation/ statutes and the following site policies. This policy is to be posted in the Subcontractor's site office, made available and explained to workers and Subcontractors on the project prior to performing work;

5.01 Signage

- appropriate signage will be provided by the Subcontractor, as required, to ensure the appropriate identification of construction areas, access routes, overhead dangers, electrical conductors and the boundaries of the project. Please note, that in the absence of signage, the "ORANGE" snow fence or hoarding signifies the project boundaries and should not be crossed by unauthorized non-construction personnel or the general public.
- signage must also be supplied by the Subcontractor to identify hazards to other workers, the general public or occupants of existing buildings. In addition to signage, hazardous areas or operations must be restricted from access by unauthorized persons.

5.02 Fencing, Hoarding and Other Precautions

- appropriate fencing, hoarding, covered ways and other precautions (i.e. fire routes/ escapes, dust barriers, etc.) must be provided, as required, to ensure the appropriate restriction of work areas and safe access to existing buildings or through the project (if necessary) for the general public or occupants.
- fencing, hoarding, covered ways and other precautions (i.e. fire routes/escapes) may only be altered or removed with the expressed authorization of the company. and/or governing authorities (i.e. Ministry of Labour, Fire Marshall, etc.)
- additional precautions must be taken by the Subcontractor to ensure appropriate protection of occupants or the general public where work conducted creates unsafe conditions or exceeds safety factor provided by existing precautions. (i.e. removal of windows, work performed outside project boundaries, ,etc.)

5.03 Construction Access and Parking

- all construction personnel must use "designated" construction access routes and parking areas.
- driveways, laneways, walkways or emergency vehicle routes must not be blocked or restricted at any time by construction vehicles, machinery, equipment or materials.
- overnight parking of equipment or vehicles must be done with the permission of the site superintendent. The Subcontractor must ensure the security of equipment or vehicles. No vehicle is to be left without appropriate brakes/ blocking, unlocked or with keys in place.
- construction equipment such as zoom booms, scissor lifts, bulldozers, forklifts, etc. must have all moveable parts kept in their lowered positions when left unattended.
- The Subcontractor must make the site superintendent aware of any change in process, which may cause unforeseen hazards or concern to occupants. Where required, information will be supplied to occupants regarding hazards.

5.04 Traffic Control and Equipment on Public Ways

- Subcontractors must ensure that appropriate flag persons, signalpersons, barricades or signage is installed on public or private ways on the project to protect workers, the general public, occupants and vehicles on that way. Flag persons or signalpersons must be provided with written instructions by their supervisor.
- priority must be given to ensuring that public or private ways are accessible to emergency service vehicles at all times. Where the public or private way is to be blocked, an alternative route must be provided and clearly marked.
- Equipment to be used on public or private ways must be barricaded where practical and equipped with a working flashing amber light.
- where roadwork has been performed the appropriate barricades and flashing light standards must be installed to prevent hazards to traffic or pedestrians.
- good housekeeping practices must be followed, at all times, to prevent, general public or occupant contact with waste, scrap or other unsafe conditions on public or private ways.

6.0 Personal Conduct

Policy:

The safe and proper conduct of all employees, Subcontractors, suppliers and any other visitors to our project is of prime importance. All requirements of the Regulations for Construction Projects identified by the Occupational Health and Safety Act, Employment Standards Act and the following site policies;

6.01 General Conduct

The following is a guideline to be followed by all workers or Subcontractors employed on the project;

- ensure that you are familiar with and abide by these guidelines, your Company Policy and these Safety Guidelines;
- always work in compliance with the Occupational Health and Safety Act and pertinent Regulations.
- co-operate with Ministry of Labour Inspectors, site safety personnel, worker health and safety representatives, supervisors and others who are attempting to achieve and maintain a healthy and safe workplace;
- **minimum age** of any personnel on site is 16 (sixteen).
- **Immediately** report unsafe conditions, near misses and accidents to the Site Management Team
- always wear the personal protective equipment required for the site;
- do not engage in horseplay or fighting;
- use discretion, if it does not look or feel safe, ask for your supervisors assistance;
- read and follow all posted notices and warnings;
- portable/ personal radios (i.e. walkmans) are not permitted on the project;
- rings, jewelry and loose clothing must not be worn during work activities;
- if you are not familiar with the use of any equipment, machinery, or tools, ask your supervisor for assistance;
- do not disturb fellow workers while they are setting up or operating any equipment or machinery;
- a clean work area is also a safe work area. Always keep work areas and access ways clean and free of spills, scrap, debris, and congestion.

Incidents Involving Occupants or General Public

- communications by construction workers with the general public and/ or occupants of existing homes must be limited and must not be confrontational. Report any adverse encounters with general public or occupants to your supervisor and the site management team.

6.02 Alcohol and Drug Procedure

- the Subcontractor shall ensure that all workers must be fit for the duties they have been hired to perform.
- Intoxication due to or possession of alcohol or illicit drugs will not be permitted on the project whatsoever.
- The use of prescription drugs is permitted as prescribed by a physician, provided it does not affect the workers fitness to perform job duties safely. The Subcontractor must ensure that the site superintendent is notified of these requirements.

- where a worker is suspected of being intoxicated, the following procedures must be followed;
  - the worker will be escorted and requested to remain in a safe location away from the work area.
  - the worker's supervisor and safety representative, if available, will be requested to attend.
  - the group present will determine the appropriate course of action and a means of transport to a suitable safe location.
  - where a dispute exists regarding the worker's fitness for duty, the appropriate health care practitioner or authorities will be summoned to make a further assessment. The employer and supervisor must act on this assessment and advise the site superintendent regarding the outcome.

6.03 Visitors

- The Subcontractor must ensure the health and safety of visitors to the project.
- Upon arrival to the site, visitors must report to the Site Office. They will only be allowed on site if granted permission from the Site Management Team. Visitors must always be accompanied by a competent supervisor and must wear the required personal protective equipment.
- Visitors must be aware of these guidelines (available on site). Visitors must not perform work.
- Visitors must report any hazards observed on the project to the site superintendent.
- Visitors must wear the protective equipment required for the work area and as a minimum CSA approved hard hats and safety boots. Fall arrest, eye protection, respiratory protection, hearing or other protection may be necessary.