

Downsview Plumbing Inc.

Construction Contract

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

PL - Plumbing

Effective Period: January 1st, 2019 Through to April 30, 2020

GOLDPARK
WORTH MORE™


PINE VALLEY
FOREVERGREEN



CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR

Contractor	Downsview Plumbing Inc.	Effective Period:	Jan 1/19 – Apr 30/20
Trade Type:	Plumbing	40' Units Included:	56
Project:	PV1 - PINEVALLEY FOREVERGREEN, VAUGHAN	42' Units Included:	44
		50' Units Included:	32

BETWEEN:

GOLDPARK (PINEVALLEY) INC. (Hereinafter known as the "OWNER")
3300 Highway #7, Suite 400
Concord, Ontario L4K 4M3

- AND -

Downsview Plumbing Inc. (Hereinafter known as the "CONTRACTOR")
4299 Queen St East
Brampton, Ontario, L6T 5V4

DATED THIS, 25 day of April, 2019

REGARDING, PINEVALLEY FOREVERGREEN, LOCATED IN THE TOWN/CITY OF VAUGHAN, ONTARIO

(hereinafter known as the "PROJECT")

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

ARTICLE 01: THE PROJECT

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

ARTICLE 02: LIST OF CONTRACT SCHEDULES

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

- i) Cover Page
- ii) Contract
- iii) Schedule A – Scope of Work
- iv) Schedule B – Contract Prices
- v) Schedule C – Unit Rates and Extras Pricing
- vi) Schedule D – Exterior Colour Packages (if applicable)

ARTICLE 03: WORK TO BE PERFORMED

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



CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR

Contractor	Downsview Plumbing Inc.	Effective Period:	Jan 1/19 – Apr 30/20
Trade Type:	Plumbing	40' Units Included:	56
Project:	PV1 - PINEVALLEY FOREVERGREEN, VAUGHAN	42' Units Included:	44
		50' Units Included:	32

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

ARTICLE 05: INVOICING PROCEDURES

- 05.01 All invoices must be submitted to the Owner's head office located at the following address:

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

Phone: (905) 760-9595
Fax: (905) 760-9598

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

ARTICLE 06: STANDARD OF WORK

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

CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR

Contractor	Downsview Plumbing Inc.	Effective Period:	Jan 1/19 – Apr 30/20
Trade Type:	Plumbing	40' Units Included:	56
Project:	PV1 - PINEVALLEY FOREVERGREEN, VAUGHAN	42' Units Included:	44
		50' Units Included:	32

- 06.02 The Contractor agrees to compare its working drawings with those approved by the local building and zoning department and Central Mortgage and Housing Corporation, if applicable, and to transfer any changes to its working drawings. The approved drawings will be available for comparison at the Site Superintendent's office. All work shall be completed in accordance with the Ontario Building Code, National Building Code, local by-laws, Tarion, and if applicable, to the requirements of Central Mortgage and Housing Corporation, Ontario Housing Corporation, the Owner's mortgagee, and the Owner's Site Superintendent. The working drawings are the property of the Owner and shall be returned to the Owner when the work is completed.

- 06.03 The Contractor agrees to guarantee all work and materials provided for such period of two years and agrees to correct any deficiencies forthwith after notice by the Owner of same. Seven year material and workmanship shall be provided by Contractors performing structural work as defined by Tarion. The guarantee period shall start to run from the date of substantial performance as defined in the Construction Lien Act (Ontario).

- 06.04 The Contractor acknowledges that it is under the general control of the Owner and shall accede to the reasonable requests of the Owner in the completion of its work so as to facilitate the timely completion of the project being built on the Site. The Contractor agrees that no changes shall be made or any additional work done in respect of the plans and specifications unless the same have been ordered by the Owner in writing.

- 06.05. The Contractor shall complete all cutting, fitting or patching of its work that may be required to make several parts come together properly and fitted to receive work of other Contractors as shown on the working drawings. The Contractor agrees not to endanger any existing work by cutting, altering, digging or otherwise and shall not cut or alter the work of any other Contractor except with the written consent of The Owner's consulting engineer. The Contractor shall be held accountable forthwith for any costs associated to any damage to curbs caused by the Contractor's vehicles, machinery or workers.

- 06.06 The Contractor agrees to perform the work without leaving any waste or garbage and must leave the Site "broom clean" and in accordance with further reasonable requirements of the Site Superintendent. failing which, the Owner may proceed to have this work done and shall deduct the cost of same from any payment owing to the Contractor.

- 06.07 The Contractor agrees to correct any deficiencies forthwith after receiving written notification of same from the Owner, failing which, The Owner may attend to same at the Contractor's expense. The Owner will charge an hourly rate commensurate with trade practice together with an administrative fee of 15% total cost of correction with minimum One Hundred and Fifty Dollars (\$150.00) for any deficiencies corrected by The Owner which shall be deducted from any amounts owing to the Contractor by the Owner. Further, the Contractor agrees to correct, at its own expense, any deficiencies or infractions that have been noted by Tarion, Central Mortgage and Housing Corporation, municipal building inspectors, the Owner's consulting engineer or pursuant to the provisions of the Tarion Warranty Corporation Act. The Owner shall be entitled to direct the Contractor to make additions, alterations, cost deviations or other changes from the work specified for no additional payment unless otherwise agreed to in writing.

- 06.08 The Contractor shall confine its machinery, storage of materials, and its work to limits indicated by by-law, permits or directions of the Owner and shall not unreasonably encumber the Site with its materials. The Contractor shall not load or permit any part of the building under construction to be loaded with a weight that will endanger the Contractor's or the building's safety. The Contractor shall comply with The Owner's instructions regarding signs, advertisements, fires and smoking.

- 06.09 The Contractor shall give its work constant supervision at the Site and shall, at all times, place a fully competent foreman in charge of the work at the Site who shall remain on site and in charge until all of the work is completed.

- 06.10 The Contractor agrees to ensure that every worker employed on the Site shall be paid the applicable minimum wage in respect of the work performed at the Site.

- 06.11 The Contractor shall comply with all construction requirements of the Owner and all federal, provincial and municipal laws, by-laws, regulations and codes in force at the date of issuance of the building permits, including, but without limiting the generality of the foregoing:
 - (i) The Ontario Building Code;
 - (ii) CMHC Owner's Bulletins;
 - (iii) Ontario Electrical Safety Code;
 - (iv) The Occupational Health and Safety Act;
 - (v) The Worker's Compensation Act;
 - (vi) Workplace Hazardous Materials Requirements

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

CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR

Contractor	Downsview Plumbing Inc.	Effective Period:	Jan 1/19 – Apr 30/20
Trade Type:	Plumbing	40' Units Included:	56
Project:	PV1 - PINEVALLEY FOREVERGREEN, VAUGHAN	42' Units Included:	44
		50' Units Included:	32

- 06.12 Without restricting the generality of the foregoing, the Contractor represents and warrants to the Owner that the Contractor is fully familiar with its obligations under the Occupational Health and Safety Act (the "OHSA") and agrees to fully comply with its obligations thereunder in carrying out the work described in this Agreement. The Contractor acknowledges that the Owner is relying on the Contractor's representation and warranty as set out in this paragraph in entering into this Agreement. In particular and without limiting the obligations of the Contractor hereunder, the Contractor specifically agrees with the Owner that:
- (i) It has an occupational health and safety policy written or reviewed within the year prior to the date of execution of this Agreement, has set up a program to implement such policy, shall post such policy at the Site where its workers will be most likely to see it and shall provide a copy of such policy to the Owner;
 - (ii) It will take every precaution reasonable in the circumstances for the protection of its workers and other workers at the Site;
 - (iii) It will ensure that all obligations of the OHSA with respect to the appointment of health and safety representatives and joint health and safety committees are complied with and will co-operate with the Owner and other Contractors in that regard;
 - (iv) It will comply with all of its obligations pursuant to the OHSA with respect to toxic substances ("WHMIS" requirements) including posting copies of any orders or directives from the Ministry of Labour, ensuring that all Hazardous Materials (as defined by the OHSA or regulations thereunder) brought on the Site by the Contractor are identified in the prescribed manner, ensuring that material safety data sheets ("MSDS") are prepared and distributed and posted as necessary, and ensuring that all worker instructions and training requirements of the OHSA are fully satisfied;
 - (v) It will fully co-operate with the Owner and the Ministry of Labour in all matters relating to the OHSA and will provide to the Owner, on request, evidence in writing of such compliance as is or should be available, including evidence of WHMIS training where applicable; and
 - (vi) It will require any of its forces to agree with it in writing to comply with all of the Contractor's obligations pursuant to the OHSA.
- 06.13 The Contractor shall, to the full extent permitted by law, defend, indemnify and save harmless the Owner and its directors, officers, employees and agents from and against any and all claims, demands, losses, costs, damages, actions, suits, infractions, fines or proceedings directly or indirectly arising or alleged to arise out of the failure by the Owner to comply with any of its obligations under the OHSA with respect to matters for which the Contractor is responsible pursuant to this Agreement.
- 06.14 If the Contractor should neglect to perform the work provided for herein in compliance with the OHSA to a substantial degree or repeatedly fails to comply with its obligations under the OHSA to a lesser degree, the Owner may notify the Contractor in writing that the Contractor is in default of its obligations under this Agreement and shall instruct the Contractor to forthwith correct such default, failing which the Owner shall have the right to terminate this Agreement and have the work completed by an alternative Contractor in which case the Contractor shall be responsible for any additional costs which the Owner may incur.
- 06.15 The Contractor agrees to authorize and direct the Ministry of Labour to provide to the Owner full particulars of the Contractor's safety records and any orders issued against the Contractor by the Ministry of Labour with respect to the two-year period immediately preceding this Agreement.
- 06.16 Prior to commencing the work, the Contractor shall provide evidence of compliance with the requirements of the Worker's Compensation Act including payments due thereunder and worker's compensation numbers, together with employment insurance numbers and shall further provide such clearances at the completion of the work and monthly during the course of construction, if the Owner so requests. The Contractor shall, to the full extent permitted by law, defend, indemnify and save harmless the Owner and its directors, officers, employees and agents from and against any and all claims, demands, losses, costs, damages, actions, suits or proceedings directly or indirectly arising out of obligations of the Owner pursuant to the Workers' Compensation Act with respect to any employees of the Contractor.
- 06.17 The Contractor shall not employ any persons on the Site whose labour union affiliations or lack thereof may cause delay or stoppage of work or whose labour union affiliations or lack thereof are such as may result in delay in the execution of any part of the project of which the work described herein forms a part. In particular, such union affiliations or lack thereof shall not conflict with the Owner's collective agreement with Local 183 of the Labourer's Union and Local 793 of the Machine Operators Union. Prior to commencement, the Contractor shall provide to the Owner a certificate or letter from such union stating that the Contractor is in good standing with the appropriate union.
- 06.18 The Contractor understands and agrees that this Agreement is "Non-Exclusive" and in no way implies that the Contractor named herein is guaranteed all work or any part thereof relevant to the scope of work attached hereto as Schedule A for the project named herein. The Owner reserves the right to designate lots and employ the services of other Contractors who may or may not be completing similar duties to that of this Contractor. The Owner reserves the right to employ multiple Contractors of the same discipline to complete the project as he sees fit.
- 06.19 The Owner shall at his sole and absolute discretion determine the quality of the work completed by the Contractor, and as such reserves the right not to accept any work performed by the Contractor and/or any Supplies and/or Materials Supplied by the Contractor.

ARTICLE 07: INSURANCE



CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR

Contractor	Downsview Plumbing Inc.	Effective Period:	Jan 1/19 – Apr 30/20
Trade Type:	Plumbing	40' Units Included:	56
Project:	PV1 - PINEVALLEY FOREVERGREEN, VAUGHAN	42' Units Included:	44
		50' Units Included:	32

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

ARTICLE 08: INDEMNITY

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

ARTICLE 09: TERMINATION

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

ARTICLE 10: ASSIGNMENT

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

CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR

Contractor	Downsview Plumbing Inc.	Effective Period:	Jan 1/19 – Apr 30/20
Trade Type:	Plumbing	40' Units Included:	56
Project:	PV1 - PINEVALLEY FOREVERGREEN, VAUGHAN	42' Units Included:	44
		50' Units Included:	32

ARTICLE 11: ELECTRONIC CORRESPONDANCE

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

ARTICLE 12: THE AGREEMENT

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

ARTICLE 13: FURTHER COVENANTS:

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

ARTICLE 14: GENERAL CONDITIONS:

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

CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR

Contractor	Downsview Plumbing Inc.	Effective Period:	Jan 1/19 – Apr 30/20
Trade Type:	Plumbing	40' Units Included:	56
Project:	PV1 - PINEVALLEY FOREVERGREEN, VAUGHAN	42' Units Included:	44
		50' Units Included:	32

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

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



CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR

Contractor	Downsview Plumbing Inc.	Effective Period:	Jan 1/19 – Apr 30/20
Trade Type:	Plumbing	40' Units Included:	56
Project:	PV1 - PINEVALLEY FOREVERGREEN, VAUGHAN	42' Units Included:	44
		50' Units Included:	32

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

ARTICLE 15: AFTER SALES SERVICE AND WARRANTY:

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

CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR

Contractor	Downsview Plumbing Inc.	Effective Period:	Jan 1/19 – Apr 30/20
Trade Type:	Plumbing	40' Units Included:	56
Project:	PV1 - PINEVALLEY FOREVERGREEN, VAUGHAN	42' Units Included:	44
		50' Units Included:	32

- 15.07 It is the Contractor's sole responsibility to ensure that upon completing the items contained on each service work order, to obtain the required sign-off (signatures) of the owners/occupants signifying their acceptance and satisfaction with the repairs carried out. No service work order shall be deemed as complete with the owners/occupant's signatures and acceptance.

- 15.08 The Contractor shall mail, fax, email all signed completed work orders to the Owner's head office upon completion, and within the MAXIMUM fifteen day (15) prescribed timeline as set out in 15.04. Failure to comply may result in further backcharges, and/or administration charges to the Contractor by the Owner.

- 15.09 All items repaired by this Contractor shall be warrantable for the full duration of the Warranty Period.

- 15.10 All repairs completed by this Contractor shall meet all requirements of the OBC, Tarion, Electrical Safety Authority, Municipality, CMHC Owner's Bulletins, and the Satisfaction of the Owner. No Exceptions.

- 15.11 All repairs carried out by this Contractor shall be completed in a workmanlike manor, without damaging any other items in the process. If the Contractor is required to damage other items in order to carry out his/her repairs, the Owner must be notified in advance so that he can coordinate additional Contractors to carry out any repairs required as a result thereof. Any costs associated with making good, repairing, or correcting any items damaged in the process of the Contractor's repairs shall be backcharged to the Contractor plus an administration fee of fifteen percent (15%) with a minimum charge of \$150 per occurrence, which shall be deducted from any amounts owing to the Contractor by the Owner.

- 15.12 The Contractor is strictly prohibited from supply materials and/or performing any labour directly for the Owner's clients (*Purchasers*) without the expressed written consent from the Owner. Should the Contractor be found to have engaged in any private deals with the Owner's clients (*Purchasers*) the Contractor must remove, dismantle, undo, and otherwise correct any and all work performed on the subject premises upon written direction to comply by the Owner. The Contractor shall also be responsible for any and all costs incurred by the Owner to remedy any other items and/or work affected by any such activities as determined by the Owner.

CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR

Contractor	Downsview Plumbing Inc.	Effective Period:	Jan 1/19 – Apr 30/20
Trade Type:	Plumbing	40' Units Included:	56
Project:	PV1 - PINEVALLEY FOREVERGREEN, VAUGHAN	42' Units Included:	44
		50' Units Included:	32

ACCEPTANCE

OWNER INFORMATION – GOLDPARK (PINEVALLEY) INC.

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

CONTRACTOR INFORMATION – Downsview Plumbing Inc.

CONTACT:	Lou Capriotti	ADDRESS:	4299 Queen St East.
TITLE:	General Manager		Brampton, Ontario, L6T 5V4
TELEPHONE:	905 794 1167		
FAX:			
MOBILE:	416 721 827		
E-MAIL:	Lou@downsview.ca		


Workmen's Compensation: Firm #: 2448075 Account 1921738 Expiry Date: _____

Insurance Co & Policy # Federated Insurance #0147480.4 Expiry Date: Dec 1.19

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


Owner:

Goldpark (Pinevalley) Inc.

Per: 
 Michael Cipriano, President
 {I have authority to bind the Corporation}

Contractor:

Downsview Plumbing Inc.

Per: 
 Lou Capriotti, General Manager
 {I have authority to bind the Corporation}

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

CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR

Contractor	Downsview Plumbing Inc.	Effective Period:	Jan 1/19 – Apr 30/20
Trade Type:	Plumbing	40' Units Included:	56
Project:	PV1 - PINEVALLEY FOREVERGREEN, VAUGHAN	42' Units Included:	44
		50' Units Included:	32

SCHEDULE - A SCOPE OF WORK

Supply all labour, material, equipment, permits, and pay taxes and fees necessary to complete this scope of work, as per Project plans, specifications, in the accordance with the requirements of the National & Ontario Building Codes, Tarion and all other authorities having jurisdiction. Work to be completed as and when required by the Site Manager and include, but not limited to the following:

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

SECTION A: MOBILIZATION

- 1) All costs associated with mobilization, transportation, machinery floats, etc..., are included in the contract price.
- 2) If long term storage is required onsite the Contractor shall work with the site supervisor to ensure materials / items being stored are done in such a manner that does not interfere with the Owner's activities on site.
- 3) All rented items required to complete the work outlined herein is included in the contract price.
- 4) All ladders, planks, walkways, scaffolding, lifting equipment, as well as all tools, hardware, tackle and materials required to complete the scope of work contained herein is included in the contract price.
- 5) This Contractor must visit the site prior to commencing work. Any site conditions that could potentially effect, or hinder the progress or quality of this Contractor's work as per the Drawings, Directions, Site Instructions, or Governing Building Codes and Construction Standards must be reported to the Owner in writing. If work commences and no such issues are raised by the Contractor, then it will be mutually agreed that the Contractor has accepted the site conditions "As-Is".
- 6) All work to be completed as per Owner's schedules, and as instructed by the Owner.

SECTION B - MATERIAL / EQUIPMENT & HANDLING

- 1) The Contractor will provide, care for, and manage all materials and equipment required to perform their scope of work in its entirety. This includes: Ensuring that equipment is in good working order, materials necessary to complete their work as per the Owner's schedule is delivered and available on time, safe guarding against theft, vandalism and damages, and that operators/drivers of equipment requiring specific licenses are properly trained and licensed to do so.
- 2) The Contractor shall be responsible for all material handling including but not limited to: Loading, Unloading, Delivery Coordination, Quality Control Measures, Hoisting, etc...
- 3) All materials are to be used as they are delivered. On-site storage and Stockpiling are not permitted. As such any Issues which may arise as a result of site logistics, weather, theft, or any damage to stored or stockpiled materials shall be the sole responsibility of the Contractor.
- 4) The Contractor shall ensure that all material deliveries are carried out without obstructing the flow of traffic through the job site. Roads must remain accessible, and clean to all parties working/visiting the job site at all times. In the event that this is not possible, and the Contractor is required to obstruct the road to receive any of their deliveries, the Site Superintendent must be notified prior to the delivery taking place. Failure to notify the Site Superintendent of any potential road obstructions could result in the denial of service where the Contractor may be instructed to cease delivery operations immediately.
- 5) All materials and equipment brought to the job site by this Contractor shall be insured by the Contractor.
- 6) All equipment brought to the job site by this Contractor must have all required documentation with it and available upon request. Including: Ownership, Insurance, maintenance logs, operator information and license, etc...

CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR

Contractor	Downsview Plumbing Inc.	Effective Period:	Jan 1/19 – Apr 30/20
Trade Type:	Plumbing	40' Units Included:	56
Project:	PV1 - PINEVALLEY FOREVERGREEN, VAUGHAN	42' Units Included:	44
		50' Units Included:	32

- 7) All waste, garbage, and debris generated buy this Contractor's work / activities shall be disposed off by the Contractor in the areas designated by the Site Supervisor. This shall be the sole responsibility of the Contractor. Any clean up, or debris removal work that must be completed by the Owner on behalf of the Contractor shall be backcharged accordingly.

- 8) It is the Contractor's responsibility to ensure that all products supplied be installed precisely per the manufacturer's specifications and requirements and suggestions. Any variance from these requirements should be discussed with the Builder before any installation. Any costs which arise due to Contractor's negligence of the above aforementioned shall be solely his responsibility. **THE CONTRACTOR MUST ENSURE TOTAL KNOWLEDGE OF THE PRODUCTS BEING USED**

SECTION C - WINTER PROTECTION (SEASONAL ITEMS)

- 1) All winter heat shall be supplied by this Contractor (if required). Should the Owner at his own expense agree to Supply winter heat (propane/heaters) to the Contractor, the Contractor is required to maintain a log book of all propane bottles used by the Contractor for submission to the Owner upon request.

- 2) Tarping, covers, etc.. shall be the responsibility of the Contractor and included in the contract price, where and when required unless otherwise agreed in writing by the Owner. Should the Owner agree to provide tarping, covers, etc to the Contractor the Contractor must coordinate all installs and dismantling/removal.

- 3) Weather conditions do not constitute a reason for delays in work. It is expected that in the event of "lost days" due to weather conditions, that the Contractor will make a valid and verifiable effort to ensure that the Owner's schedules are not compromised by way of Weekend Work (when permitted), Overtime, and/or introducing additional labour/crews to "catch up" and make up for any lost days.

SECTION D - GENERAL CONDITIONS AND WARRANTY

- 1) **ABSOLUTELY** no additional work is to be performed for potential, homebuyers without express written approval from Owner's main office. The Contractor clearly understands and agrees that none of the Contractor's forces, directly employed or contracted, including suppliers, shall deal with the Project's Purchaser's regarding any business activity. Any requests of additional work or modifications made by a purchaser directly to the Contractor shall be reported immediately to the Owner's head office and dealt with through the Owner. The Contractor further understands and agrees that should the Contractor's forces engage directly with a purchaser, the Contractor will be terminated and be responsible and reimburse the Owner for all monies lost by the Owner as a result of such direct activity, as calculated by the Owner.

- 2) Work is to proceed in accordance with work schedules as provided by the Owner.

- 3) It is agreed by both parties of this contract that the terms and conditions of the Tarion New Home Warranty Program shall be included and form part of this contract. As such, this Contractor agrees to make himself familiar with the quality standards required of him under this program especially the Tarion Performance Guidelines.

- 4) All work must conform and be carried out in accordance with the Ontario Building Code, Local By-Laws, Tarion, CMHC, and as per all Plans, Drawings, Diagrams, Instructions, and Specifications provided.

- 5) All work is to be carried out in accordance with the Owner's schedules. No exceptions.

- 6) All workmanship and Materials shall be warranted for a period no less than 2 (Two) years from the date that the home is occupied by the Owner's client NOT date that the work was completed. The Tarion Warranty Corporation shall govern. Any items/deficiencies deemed Warrantable either the Owner and/or the Tarion Warranty Corporation shall be the responsibility of this Contractor to correct.

- 7) All shop drawings associated with this Contractor's work must be submitted to head office prior to commencing work.

- 8) The Owner reserves the right to inspect all vehicles (at his own discretion) entering or leaving the job site.

CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR

Contractor	Downsview Plumbing Inc.	Effective Period:	Jan 1/19 – Apr 30/20
Trade Type:	Plumbing	40' Units Included:	56
Project:	PV1 - PINEVALLEY FOREVERGREEN, VAUGHAN	42' Units Included:	44
		50' Units Included:	32

- 9) All Contractors must sign in and out at the Owner's construction office prior to commencing any work or before vacating the job site.
- 10) Site parking will be controlled by the Site Superintendent. Parking of personal shall only be permitted in designated areas. Any damages caused to personally owned vehicles or equipment shall not be the sole responsibility of the Contractor.
- 11) It is understood that all Completion Slip numbers will be issued by the site construction office once a week and picked up at the site office on the Owner's designated day only. Contractor must submit to the site office a written request for completion slips one week prior to the Owners issuance. Written request is to indicate the lots or items completed and declare that the work is 100% complete according to the contract. The request must be signed by the Contractor's foreman. Completion slips will not be faxed to the Contractor. (For "Supply Only" contracts, site administrator will issue completion slip numbers to the supplier's office upon verification of the goods delivered.)

SECTION E - MATERIALS, INSTALLATION AND PERFORMANCE STANDARDS

- 1) Contractor shall assign a Master Plumber foreman to be on site at all times during the Contractor's work.
- 2) Contractor agrees and acknowledges that all work undertaken on this project shall conform to the specifications, brochures and displays at the Sales Office and/or Model Homes.
- 3) All sanitary drainage and vent systems will be done in A.B.S. plastic.
- 4) All 90 degree footing elbows for stack connections shall be supplied by Contractor to Site Manager.
- 5) Water service from property valve to inside water meter including corporation coupling for connection as per applicable codes and municipal standards (minimum 3/4"). **Piping this project to be Min. 200 psi exterior IPEX complete with complete with all check valves, floor supports and other accessories as required.** Extended service included in price. Site may be pre-serviced prior to basement excavation. Water meter installation included. Installation of the meter, including the piping that is part of the meter installation and the valving arrangement shall be in accordance with the "Water Purveyors" requirements. Water meter to be installed per Region of Peel Standard DWG. # 1-4-7 current update. Install water meter in an accessible and suitable location as directed by Site Manager. (water meter supplied by the Region).
- 6) Domestic hot and cold potable water lines, service connections and connections to all fixtures, faucets and equipment to be "Vanguard Pex" system. Provide any air knock chambers as required. All homes to receive 3/4" water risers from water meter to hot water tank. All supply water lines to be 3/4" diameter in basement and all risers. All PEX branches off the risers to use 1/2" PEX pipe or as required by Code as stipulated in Table A-7.6.3.1. All connections, fittings and tools used to be as per Vanguard specifications.
- 7) Each Kitchen and all bathroom sink to receive Hot and cold water shut-off valves.
- 8) Temporary shut off valve to be supplied and installed near meter for temporary use of water by other trades. Removal of temporary shut off valve at finishing stage as per instructions from Site Manager.
- 9) Should the Contract decide to build Semi-Detached Dwellings, the Water supply, drainage and vent systems shall NOT penetrate Semi Detached Party walls.
- 10) Supply and Install anti-scald mixing valve at the outlet of the water heater to lower temperature.
- 11) Supply and install MUSTEE 10 Utilatub, with CNC #22-200 Chrome faucet installed into laundry base cabinet. Supply and install hot and cold washer tap and separate stand pipe for automatic washing machine connections.
- 12) Two hose bibs for lawn service; one to be located in garage of each unit and one at rear, equipped with back-flow preventers. Where garage is detached from house, bibs to be installed at the side, close to the front and at the back of house. For "Walk out deck", "Look-out basement" and "Walk-out basement" conditions. the location of the rear hose

CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR


Contractor	Downsview Plumbing Inc.	Effective Period:	Jan 1/19 – Apr 30/20
Trade Type:	Plumbing	40' Units Included:	56
Project:	PV1 - PINEVALLEY FOREVERGREEN, VAUGHAN	42' Units Included:	44
		50' Units Included:	32

bib is to be confirmed by Site Manager prior to installation. Masonry weep holes shall not be used as pass through for exterior hose bibs. Drill brick as required above the flashing brick course.

- 13) All exterior hose bibs to have shut off valves inside house. Shut off and drain valves to be installed for easy access by hand. Installed on a slight angle to ensure all excess water drains out of the hose bib unit through the drain valve.
- 14) Locate and connect hot water tank (power vent 60 gallon, supplied by others) as per plans. Ensure tank is accessible for service from all sides. Hot water tanks and other work supplied by other trades to be protected before soldering any copper fittings.
- 15) Arrange for all inspections, testing, and approvals as part of this contract. Cap system. All homes to be pressure tested after drywall installed, but prior to taping. Ensure home is heated prior to leaving water on during winter months. Minimum 150 lb air test on all water lines.
- 16) All roof vent flashings are to be included and installed before roof shingles. All roof vents shall be installed at rear and side portions of roof only. No vents to be at front elevation of house. Flashings for air vents included.
- 17) Should the dwelling require sump pumps, the Sub-Contractor shall supply and install all sump pumps as per the required specs. and/or instructions of the Owner. (Sump pumps extra to contract. Sump Pits Provided By Others).
- 18) All plumbing and drainage pipes to be securely fastened and supported using approved clips and clamps, including pipe wrap at clip or hanger strap locations. Contractor to prevent the water pipes from rattling.
- 19) All pipes to be protected as required (i.e. metal plates from possible damage caused by nails or screws.)
- 20) Use of 90 degree elbows on water lines to be minimized wherever possible.
- 21) All exposed toilet water supply lines from floor to be chrome sleeved including flanges.
- 22) Kitchen sink to have dishwasher rough-in including capped "y" connection for waste and hot and cold-water line connections for future dishwasher hook up.
- 23) Water lines and drains are not to be installed in exterior wall cavities (except exterior hose bibs). Plumbing pipes where less than 300 mm away from exterior faces, (floors, walls and foundation walls) shall be fully insulated with approved insulated pipe wrapping. In the event that frozen pipes result as a violation to the clause, Contractor is solely responsible for repair and rectification of error.
- 24) Insulate stacks if required to meet local authority's requirement. (Extra to Contract)
- 25) Install temporary nipple at shower butterfly. Nipple to extend past the drywall and ceramic. Replace with permanent fixture at finishing stage.
- 26) All lavatory faucets to be "RIZON" Single Lever Builder package. tub & shower faucet and shower head included. Contractor to arrange supply of MOEN "ALIGN" Chrome Single lever pull down kitchen faucet and MOEN chrome single lever lavatory faucet with MOEN for this project. Install Pressure Balance Tub & Shower multi-Choice Rough in all showers and tub.
- 27) Supply and install double BLANCO HORIZON 2.0 model #401024 (undermount) stainless steel sink in Kitchen.
- 28) Supply and install single BLANCO HORIZON U1 model #401023 (undermount) stainless steel sink in Served along with Moen Chateau Model #4904 Single level bar Faucet (as per applicable model).
- 29) Supply and install master ensuite bathrooms acrylic oversized drop in soaker tubs, oval or corner as per plan. Colour of tubs to exactly match china fixtures. All oversized tubs to be additionally supported at the bottom with mortar or expandable foam as approved by the Site Manager.

CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR

Contractor	Downsview Plumbing Inc.	Effective Period:	Jan 1/19 – Apr 30/20
Trade Type:	Plumbing	40' Units Included:	56
Project:	PV1 - PINEVALLEY FOREVERGREEN, VAUGHAN	42' Units Included:	44
		50' Units Included:	32

- 30) In Master Ensuite where freestanding tubs are illustrated on architectural plans, supply and install 5' MIROLIN CARI CF2006 freestanding Soaker tubs with MOEN 'RIZON' #4798/T935 3 piece Roman tub faucet with Presto pop-up drain.
- 31) All main, second bedroom ensuite and twin bathroom bathtubs to be 5' Mirolin Phoenix Acrylic Tub.
- 32) Supply and install floor drain and rubber membrane liner for ensuite shower enclosures (various sizes as per plans). Liner to be one piece continuous and terminate minimum 8" up tiled wall. Liner to wrap around and return over tiled threshold base for glass shower enclosures.
- 33) All wastes to be mechanical pop-up type (washerless). "Tip toe" drain on all tubs standard.
- 34) Toilets to have water saving device. Low flush Contrac Cody Elongated water closet toilets. Model 4722BEV/4721BFVU
- 35) Supply and install bath tub curtain rods approved by Owner.
- 36) All acrylic fixtures shall be protected with a layer of plastic sheet and also cardboard covering all finished parts of acrylic.
- 37) No tubs to be installed unless properly insulated behind.
- 38) For any second floor Laundry rooms, supply and install floor drain standard to contract.
- 39) ~~Roof drain system standard for applicable house models with 2nd floor exterior balconies. Zurun Industries Limited Product Number ZB-185 Dura coated cast iron roof drain complete with bronze dome, clamp collar and threaded connection installed at lowest point of deck, flush with deck and incorporating roof membrane per approved manufacturer's specifications to achieve complete waterproofing. Drain pipes to be connected to storm system as per plans and specifications.~~
- 40) Provide 3 piece rough-in washroom in basement complete - tub, toilet and sink floor drains, capped hot and cold water lines, and venting, location as per plan.
- 41) Kitchen layouts prepared by Owner's kitchen cabinet supplier to be used for locating all kitchen and bathroom plumbing work.
- 42) Holes in subfloor for drains shall be minimal in size and cut clean with a drill or saw. Contractor will be backcharged for any repair to floor due to excessive or rough openings.
- 43) Install wood blocking for pedestal sinks if applicable. *BY OTHERS* 
- 44) Contractor to prepare a schematic of water pipe, drain and venting pipe locations for approval by Site Manager for each model type prior to commencement.
- 45) Contractor to co-ordinate with Site Manager to properly mark and ensure the exact location of stacks in the lower level of each home.
- 46) Every plumbing crew must be equipped with a fire extinguisher.
- 47) Contractor shall respect other trades work. Replace others work to proper order if temporarily moved. (Vapour barrier, insulation, bridging, kitchen waste receptacles etc...)
- 48) All required shop drawings for fixtures, materials and assemblies used on site shall be submitted to the Builder in book format prior to commencement (two copies).
- 49) All operating manuals, service instructions and warranties for fixtures to be packaged, labelled by lot number and submitted to Site office.




CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR

Contractor	Downsview Plumbing Inc.	Effective Period:	Jan 1/19 – Apr 30/20
Trade Type:	Plumbing	40' Units Included:	56
Project:	PV1 - PINEVALLEY FOREVERGREEN, VAUGHAN	42' Units Included:	44
		50' Units Included:	32

- 50) The Owner is responsible for all inspection arrangements, approvals, plumbing permits, inspection fees, and required layouts.
- 51) It is the Contractor's responsibility to ensure that all products supplied including acrylic products be installed precisely per the manufacturer's specifications and requirements and suggestions. Any variance from these requirements should be discussed with the Builder before any installation. Any costs which arise due to Contractor's negligence of the above aforementioned shall be solely his responsibility. **THE CONTRACTOR MUST ENSURE TOTAL KNOWLEDGE OF THE PRODUCTS BEING USED.**
- 52) A list of all proposed standard plumbing fixtures must be attached to bid/proposal.
- 53) Standard and upgrade fixtures shall not be substituted without written approval of the Builder. Approved substitutions shall be of higher quality at no extra cost.
- 54) Full two year warranty (parts and labour) commencing from date of closing on all workmanship and fixtures.
- 55) Any infraction noted on the Pre Delivery Inspection Report (PDI. Report) shall be completed to our satisfaction within five (5) days of the PDI. Report.
- 56) This Owner agrees to make available a 24 Home Emergency Service.
- 57) The Contractor is to supply enough labour, equipment, and material as required for the Owner's closing schedule.
- 58) Contractor agrees and acknowledges that all services, material and labour rendered for the Sales Office (Lot 93) and Model Homes (Lots 92 and 94) are to be provided at a discounted rate TBD.

91 P [Signature]

SECTION F – SITE RULES AND REGULATIONS:

This Contractor agrees with, and shall comply with the following "Project Rules". Non-compliance shall result in remedies allowed by the Owner under this contract. "Rules" included but not limited to, are as follows:

- 1) Cross concrete at designated ramps only.
- 2) Access Roads to the Project site shall not be obstructed in any way, and, at all times roads shall be clear to allow fire trucks to enter the site and access all fire hydrants.
- 3) No storage of building materials on the access roads.
- 4) No parking on driveways or graded yards.
- 5) No pets are allowed on the project at any time.
- 6) The consumption of illegal substances or alcohol will not be tolerated and is cause for immediate termination.
- 7) All trash must be placed in bins provided.
- 8) Do not set tools, materials, trash etc. on countertops, vinyl or ceramic areas.
- 9) Portable toilet facilities are provided for your convenience, use of facilities in house is prohibited.
- 10) Absolutely No Smoking permitted in houses.
- 11) No eating or drinking in homes after drywall.
- 12) Once floor surfaces have been finished with carpet, linoleum, vinyl or hardwood, outdoor footwear shall not be worn in the home.
- 13) Overnight camping out at the Home and adjacent lands is prohibited.
- 14) Loud or excessive noise from a radio or any other electronic device and profanity are prohibited.

SECTION G – SAFETY:

- 1) The Contractor shall at all times ensure that the health and safety of their staff and crews are paramount. As such the Contractor must ensure that any necessary safety training (i.e. Fall Protection, Propane Safety, etc...) required by their staff is up to date and any documentation associated with any such training is on site while their workers are present.




CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR

Contractor	Downsview Plumbing Inc.	Effective Period:	Jan 1/19 – Apr 30/20
Trade Type:	Plumbing	40' Units Included:	56
Project:	PV1 - PINEVALLEY FOREVERGREEN, VAUGHAN	42' Units Included:	44
		50' Units Included:	32

- 2) Prior to commencing work the Contractor must provide to the Owner a copy of their Health and Safety Book which must be kept on site at all times in the Owners construction office. If the Contractor does not provide a copy of their Health and Safety Book to the Owner as required under this contract, the Owner may choose to terminate or suspend the Contractor and/or withhold payment until such time as the Contractor furnishes the Owner with their Health and Safety Book.
- 3) The Contractor shall be required regular safety meetings (at the Owners discretion) on site, as requested by the Owner.
- 4) All Contractors working with **“Hot Work Operations”** shall ensure that;
- i) **Combustible Material:** All portable combustible material must be removed a minimum of 20 feet away from the working area and adjoining areas.
 - ii) **Flammable Liquids or Vapours:** Drums, tanks or other containers or explosive liquids or vapours must be cleaned and cleared of flammable or explosive liquids or vapours before work is done on them.
 - iii) **Pre-Operation Precautions:** When feasible, work area should be wetted down.
 - iv) **Spark Control:** Sheet metal guards, asbestos blankets and similar protection must be provided to prevent hot metal and sparks from falling on combustible material which cannot be moved.
 - v) **Fire Protection:** If the areas in which hot work operations are being performed are presently under operative sprinkler protection, the sprinklers in that area must be operative during welding or cutting operations. Suitable fire extinguishers or hand hose must be maintained near the operations, an extra person must be provided in the welding or cutting team whose sole responsibility is to watch for sparks and promptly use the extinguishing equipment.
 - vi) **Post-Operation Precautions:** After work, a thorough check must be made for smoldering fire in out-of-the-way places, and guard patrol protection must be maintained for a minimum of four hours.
 - vii) **Other:** During the course of construction, where a propane gas heater or other open flame heating device is used; the device will be positioned on fire resistive dry wall board, tied off to a wall or floor with not less than three (3) feet of clear space surrounding it.
- 5) **“Hot Work Operations”** shall be defined as follows:
- i) The process whereby one or more of the parts to be joined is heated near or above its melting point and the heated surfaces are caused to flow together.
 - ii) The process of applying heat to red heat the spot to be severed, gouged or pieced, and the metal is burned in a jet of oxygen.
 - iii) Grinding operations that generates sparks.
 - iv) Torch-on roofing operations.
 - v) Roof tarring operations.

SECTION H – SERVICE REQUIREMENTS:

The Contractor agrees to comply fully with the Owner's pre-delivery inspection notification process as follows:

- 1) The pre-delivery inspection by the homeowner will be conducted approximately two (2) weeks prior to occupancy of the unit.
- 2) The Owner will provide written notification to the Contractor of any deficiencies noted in the pre-delivery inspection, which are the Contractor's responsibility to repair. Such notification shall be provided by the Owner in accordance with Article Seven of the Agreement; and.
- 3) The Contractor agrees to respond to the Owner within 24 hours of receipt of such notice and agrees to rectify any and all deficiencies forthwith and in any event prior to occupancy of the unit, failing which the Owner may, at the Contractor's expense, attend to such rectification (either itself or through another Contractor). All expenses of such rectification together with an administrative charge of \$150.00 shall be deducted from any monies owing to the Contractor.
- 4) Should approval be granted by the Owner allowing the Contractor to rectify such deficiencies after occupancy by the Owner's Purchaser, it is the Contractors' sole responsibility to contact the purchaser and schedule appointments to rectify such deficiencies. Further, the Contractor shall be responsible to have the Owner's service completion forms

CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR

Contractor	Downsview Plumbing Inc.	Effective Period:	Jan 1/19 – Apr 30/20
Trade Type:	Plumbing	40' Units Included:	56
Project:	PV1 - PINEVALLEY FOREVERGREEN, VAUGHAN	42' Units Included:	44
		50' Units Included:	32

signed by the purchaser indicating the purchaser's acceptance of the work. Should the Contractor fail to honour or attend appointments made with the purchaser, the Owner shall immediately remedy the matter and proceed as described in paragraph (c).

CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR

Contractor: Downsvew Plumbing Inc.
Trade Type: Plumbing
Project: PV1 - PINEVALLEY FOREVERGREEN, VAUGHAN

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

SCHEDULE - B

CONTRACT PRICES

Model	Name	Elevation	Square Feet	Total Contract	50 % Rough in	40 % Finishing
4000	Briarwood	A	2820.0	\$		
4000	Briarwood	B	2810.0	\$		
4001	Summerdale	A	2840.0	\$		
4001	Summerdale	B	2825.0	\$		
4002	Valleyview	A	2896.0	\$		
4002	Valleyview	B	2968.0	\$		
4003	Brookside	A	3327.0	\$		
4003	Brookside	B	3296.0	\$		
4004	Daleridge	A	3281.0	\$		
4004	Daleridge	B	3341.0	\$		
4004	Daleridge	C	3319.0	\$		
4005	Edgebrook	A	3412.0	\$		
4005	Edgebrook	B	3401.0	\$		
4005	Edgebrook	C	3430.0	\$		
4006	Lilac	A	3373.0	\$		
4006	Lilac	B	3331.0	\$		
4201	Maplewood	A	2661.0	\$		
4201	Maplewood	B	2624.0	\$		
4202	Rosedale	A	3592.0	\$		
4202	Rosedale	B	3543.0	\$		
4202	Rosedale	C	3526.0	\$		
4203	Forestcrest	A	3742.0	\$		
4203	Forestcrest	B	3857.0	\$		
4203	Forestcrest	C	3885.0	\$		
4204	Brookvalley	A	3608.0	\$		
4204	Brookvalley	B	3646.0	\$		
5001	Hillsborough	A	3588.0	\$		
5001	Hillsborough	B	3659.0	\$		
5002	Roseview	A	3706.0	\$		
5002	Roseview	B	3764.0	\$		
5003	Oakgrove	A	3862.0	\$		
5003	Oakgrove	B	3845.0	\$		
5003	Oakgrove	C	3854.0	\$		
5004	Beaumont	A	4106.0	\$		
5004	Beaumont	B	4253.0	\$		
5004	Beaumont	C	4100.0	\$		
5005	Knightswood	A	4376.0	\$		
5005	Knightswood	B	4372.0	\$		
5005	Knightswood	C	4451.0	\$		
5006	Silverwood	A	3371.7	\$		
5006	Silverwood	B	3371.7	\$		

AS PER EMAIL MAY 28/19
 9:38 AM
 MOVE L-TUB TO MAIN FL

[Handwritten signatures and initials in blue ink]

[Handwritten signature of Contractor]

[Handwritten signature of Owner]

CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR

Contractor: Downsview Plumbing Inc.
Trade Type: Plumbing
Project: PV1 - PINEVALLEY FOREVERGREEN, VAUGHAN

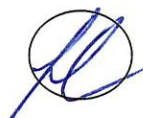
Effective Period: Jan 1/19 – Apr 30/20
40' Units Included: 56
42' Units Included: 44
50' Units Included: 32

**SCHEDULE - C
EXTRAS AND UNIT RATES**

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

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

Model	Name	Elevation	Square Feet	Base Model Pricing (Standard Ceilings)	OPTIONAL LAYOUTS +ADD													
					Ground Floor				Second Floor									
					GFA1	GFA2	GFA3	GFA4	SFA1	SFA2	SFA3	SFA4	SFA5	SFA6	SFA7	SFA8	SFA9	
Alternative Kitchen & Family Room Layouts	Optional 3-Piece Bath Layout	Optional Ground floor Layout	Optional Layout (Library)	Shower in Lieu of Tub (Bedr. 2)	Shower in Lieu of Tub (Master Ensuite)	Shower in Lieu of Tub (Twin Bth)	Optional Laundry Layout	Optional Sth Bedroom	Opional F/P (Ensuite)	Optional Wet Bar (Mstr. Bdrm.)	Optional Loggia	Optional Elevator						
4000	Briarwood	A	2820.0					N/A										N/A
4000	Briarwood	B	2810.0					N/A										N/A
4001	Summerdale	A	2840.0									\$						N/A
4001	Summerdale	B	2825.0									\$						N/A
4002	Valleyview	A	2896.0															N/A
4002	Valleyview	B	2968.0															N/A
4003	Brookside	A	3327.0															N/A
4003	Brookside	B	3296.0															N/A
4004	Daleridge	A	3281.0															N/A
4004	Daleridge	B	3341.0															N/A
4004	Daleridge	C	3319.0															N/A
4005	Edgebrook	A	3412.0										N/A					N/A
4005	Edgebrook	B	3401.0										N/A					N/A
4005	Edgebrook	C	3430.0										N/A					N/A
4006	Lilac	A	3373.0															N/A
4006	Lilac	B	3331.0															N/A
4201	Maplewood	A	2661.0															N/A
4201	Maplewood	B	2624.0															N/A
4202	Rosedale	A	3592.0				N/A						N/A					N/A
4202	Rosedale	B	3543.0				N/A						N/A					N/A
4202	Rosedale	C	3526.0				N/A						N/A					N/A
4203	Forestcrest	A	3742.0										\$					N/A
4203	Forestcrest	B	3857.0										\$					N/A
4203	Forestcrest	C	3885.0										\$					N/A
4204	Brookvalley	A	3608.0										\$					N/A
4204	Brookvalley	B	3646.0										\$					N/A
5001	Hillsborough	A	3588.0															N/A
5001	Hillsborough	B	3659.0															N/A
5002	Roseview	A	3706.0															N/A
5002	Roseview	B	3764.0															N/A
5003	Oakgrove	A	3862.0				N/A						N/A					N/A
5003	Oakgrove	B	3845.0				N/A						N/A					N/A
5003	Oakgrove	C	3854.0				N/A						N/A					N/A
5004	Beaumont	A	4106.0										N/A					N/A
5004	Beaumont	B	4253.0										N/A					N/A
5004	Beaumont	C	4100.0										N/A					N/A
5005	Knightswood	A	4376.0										N/A	N/A				\$
5005	Knightswood	B	4372.0										N/A	N/A				\$
5005	Knightswood	C	4451.0										N/A	N/A				\$
5006	Silverwood	A	3371.7															N/A
5006	Silverwood	B	3371.7															N/A




CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR

Contractor: Downsview Plumbing Inc.
Trade Type: Plumbing
Project: PV1 - PINEVALLEY FOREVERGREEN, VAUGHAN

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

**SCHEDULE - C
EXTRAS AND UNIT RATES**

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

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

PLUMBING FIXTURES CATALOG				
ITEM CODE	DESCRIPTION	MODEL NO.	FINISH	PRICE
MOEN - KITCHEN FAUCETS (IN LIEU OF THE STANDARD FAUCET)				
CA3CCP	CAMERIST KITCHEN PULL-OUT FAUCET	7545C	CHROME	
CA9DC	90 DEGREE SINGLE HANDLE KITCHEN FAUCET W/ PULL-OUT SPOUT	75597C	CHROME	
CAALGN	ALIGN KITCHEN FAUCET W/ PULL-DOWN SPOUT	7565	CHROME	
CAALIGNMSCH	ALIGN KITCHEN FAUCET MOTION SENSE	7565EC	CHROME	
CAALIGNMB	ALIGN KITCHEN ONE-HANDLE HIGH ARC PULL-DOWN	7565BL	MATTE BLACK	
CAARBORSRS	ARBOR HIGH-ARC KITCHEN FAUCET W/ PULL-DOWN SPOUT	75945RS	SRS	
CAARBORMRS	ARBOR WITH MOTIONSENSE HIGH-ARC HANDS FREE KITCHEN FAUCET W/ PULL-DOWN SPOUT (Battery Operated)	75945RS	SRS	
CAARBORMSCH	ARBOR MOTION SENSE	7594EC	CHROME	
CABRANTORB	BRANTFORD HIGH ARC KITCHEN FAUCET W/ PULL-OUT SPOUT	7285ORB	ORB	
CACAMSR5	CAMERIST KITCHEN FAUCET W/ PULL-OUT SPOUT	7545SR5	SRS	
	CHATEAU 3 HANDLE KITCHEN FAUCET W/ MATCHING SIDE SPRAY	7434RC	CHROME	
CAETCHBSRS	ETCH SINGLE HANDLE BAR/PREP PULL-DOWN FAUCET	5626CRSRS	SRS	
CAETCHSR5	ETCH SINGLE HANDLE KITCHEN PULL-DOWN FAUCET	5776CRSRS	SRS	
CASTOC	STO KITCHEN FAUCET W/ PULL-DOWN SPOUT	5723OB	CHROME	
CASTORC	STO SINGLE HANDLE BAR W/ PULL-DOWN SPOUT	5823OR	CHROME	
CAWOODC	WOODMERE SINGLE HANDLE KITCHEN FAUCET	5720BC	CHROME	
POT FILLERS INCLUDING WATER LINE				
POT5664	TRADITIONAL STYLED POT FILLER W/ DUAL SHUT-OFFS	5664	CHROME	
POT5664ORB	TRADITIONAL STYLED POT FILLER W/ DUAL SHUT-OFFS	5664ORB	ORB	
POT5664SRS	TRADITIONAL STYLED POT FILLER W/ DUAL SHUT-OFFS	5664SRS	SRS	
POT5665	MODERN STYLED POT FILLER W/ DUAL SHUT-OFFS	5665	CHROME	
POT5665SRS	MODERN STYLED POT FILLER W/ DUAL SHUT-OFFS	5665SRS	SRS	
SOAP DISPENSERS SUPPLY & INSTALL				
SOAP3945	TRADITIONAL STYLE SOAP/LOTION DISPENSER	53945ORB	ORB	
SOAP3946	TRADITIONAL STYLED SOAP/LOTION DISPENSER	53946SRS	SRS	
SOAP3947	MODERN STYLE SOAP/LOTION DISPENSER	53947	CHROME	
SOAP3948	TRADITIONAL STYLE SOAP/LOTION DISPENSER	53948SRS	SRS	
MOEN - BATHROOM FAUCETS (IN LIEU OF STANDARD FAUCETS)				
90 DEGREE				
BFM901	POSI-TEMP PRESSURE BALANCING TUB/SHOWER	752713	CHROME	
BFM901RN	POSI-TEMP PRESSURE BALANCING TUB/SHOWER	752713RN	BN	
BFM902	SINGLE LEVER LOW ARC FAUCET	56700	CHROME	
BFM903	ROMAN TUB W/ HANDHELD SHOWER 4PC	9796/75904	CHROME	
BFM903BN	ROMAN TUB W/ HANDHELD SHOWER 4PC	9796/75904BN	BN	
BFM904	ROMAN TUB	75903	CHROME	
BFM905	WIDESPREAD LAVATORY W/ POP-UP DRAIN	69000/756720	CHROME	
BFM905BN	8" WIDESPREAD LOW ARC BATH FAUCET	9000/756720BN	BN	
BFM906	SINGLE HANDLE OPEN TROUGH LAVATORY W/ POP-UP DRAIN	56705	CHROME	
BFM906BN	SINGLE HANDLE OPEN TROUGH LAVATORY W/ POP-UP DRAIN	56705BN	BN	
BFM907	POSI-TEMP W/ 3-FUNCTION DIVERTER VALVE, SLIDE BAR W/ HANDHELD, SHOWERHEAD AND TUB SPOUT	3372/128284/754177/ 752713EP/53879EP/A721	CHROME	
ALIGN				
BFMALC1	SINGLE HANDLE LAV. FAUCET (NO DECK PLATE)	6190	CHROME	
BFMALC2	8" TWO HANDLE WIDESPREAD LAV. FAUCET	69000/76193	CHROME	
BFMALC3	ROMAN TUB	7393	CHROME	
BFMALC4	4PC ROMAN TUB W/ HANDHELD SHOWER	9796/7394	CHROME	
BFMALC5	POSI-TEMP PRESSURE BALANCING TUB/SHOWER	72193EP	CHROME	
BFMALC6	POSI-TEMP W/ 3-FUNCTION DIVERTER VALVE, SLIDE BAR W/ HANDHELD, SHOWERHEAD AND TUB SPOUT	3372/128284/ 74191/72193EP/3669EP/A725	CHROME	
BFMAALMB1	ALIGN SINGLE HANDLE BATHROOM FAUCET	6190BL	MATTE BLACK	
BFMAALMB2	ALIGN POSI-TEMP SHOWER	72192NMBL	MATTE BLACK	
BFMAALMB3	ALIGN ECO-PERFORMANCE HANDSHOWER	3887EP178L	MATTE BLACK	
CHATEAU				
BFMCH4T1	LAV. FAUCET W/ POP-UP DRAIN	14623	CHROME	
BFMCH4T2	2 HANDLE GARDEN TUB W/ 2" SPOUT	7994	CHROME	
BFMCH4T3	4-PC ROMAN TUB W/ HANDHELD SHOWER	9796/7993	CHROME	
BFMCH4T4	POSI-TEMP PRESSURE BALANCING TUB/SHOWER	72193EP	CHROME	
EVA				
BFMEVABN1	4" CENTRESET LAV. FAUCET W/ POP-UP DRAIN	6410BN	BN	
BFMEVABN2	WIDESPREAD LAV. FAUCET W/ POP-UP DRAIN	69000/76420BN	BN	
BFMEVABN3	ROMAN TUB	7343BN	BN	
BFMEVABN4	ROMAN TUB W/ HANDHELD SHOWER	9796/7944BN	BN	
BFMEVABN5	POSI-TEMP PRESSURE BALANCING TUB/SHOWER	76213EPBN	BN	
BFMEVABN6	POSI-TEMP W/ 3-FUNCTION DIVERTER VALVE, SLIDE BAR W/ HANDHELD, SHOWERHEAD AND TUB SPOUT	3372/128284/74171BN/ 72133EPBN/3669EPBN/A725BN	BN	
BFMEVACH1	4" CENTRESET LAV. FAUCET W/ POP-UP DRAIN	6410	CHROME	
BFMEVACH2	WIDESPREAD LAV. FAUCET W/ POP-UP DRAIN	69000/76420	CHROME	
BFMEVACH3	ROMAN TUB	7343	CHROME	
BFMEVACH4	ROMAN TUB W/ HANDHELD SHOWER	9796/7946	CHROME	
BFMEVACH5	POSI-TEMP PRESSURE BALANCING TUB/SHOWER	762133EP	CHROME	
BFMEVACH6	POSI-TEMP W/ 3-FUNCTION DIVERTER VALVE, SLIDE BAR W/ HANDHELD, SHOWERHEAD AND TUB SPOUT	3372/128284/74171/ 762133EP/3669EP/A725	CHROME	
RIION				
BFMRION1	SINGLE HANDLE LAV. FAUCET	6900	CHROME	

CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR

Contractor: Downsview Plumbing Inc.
Trade Type: Plumbing
Project: PV1 - PINEVALLEY FOREVERGREEN, VAUGHAN

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

BFMRZON2	8" WIDESPREAD LAV. FAUCET W/ POP-UP DRAIN	69000/T6920	CHROME
BFMRZON3	ROMAN TUB	T935	CHROME
BFMRZON4	ROMAN TUB W/ HANDHELD SHOWER	9796/T996	CHROME
BFMRZON5	POSI-TEMP PRESSURE BALANCING TUB/SHOWER	T2813FP	CHROME
BFMRZON6	POSI-TEMP W/ 3 FUNCTION DIVERTER VALVE, SLIDE BAR W/ HANDHELD, SHOWERHEAD AND TUB SPOUT	3372/128284/T417L/T2613FP/3660EP/A725	CHROME
VOSS			
BFMVOSBN1	4" CENTRESET LAV. FAUCET W/ POP-UP DRAIN	6901BN	BN
BFMVOSBN2	8" WIDESPREAD LAV. FAUCET W/ POP UP DRAIN	69000/T6905BN	BN
BFMVOSBN3	ROMAN TUB	T693BN	BN
BFMVOSBN4	ROMAN TUB W/ HANDHELD SHOWER	9796/T694BN	BN
BFMVOSBN5	POSI-TEMP PRESSURE BALANCING TUB/SHOWER	T2693FPBN	BN
BFMVOSBN6	POSI-TEMP W/ 3 FUNCTION DIVERTER VALVE, SLIDE BAR W/ HANDHELD, SHOWERHEAD AND TUB SPOUT	3372/128284/T4613BN/T2693FPBN/3660EP/A725BN	BN
BFMVOSBN7	SINGLE HANDLE LAV FAUCET	6903BN	BN
BFMVOSSC1	4" SINGLE HANDLE LAV FAUCET	6903	CHROME
BFMVOSSC2	4" CENTRESET LAV. FAUCET W/ POP-UP DRAIN	6901	CHROME
BFMVOSSC3	8" WIDESPREAD LAV. FAUCET W/ POP UP DRAIN	69000/T6905	CHROME
BFMVOSSC4	ROMAN TUB	T693	CHROME
BFMVOSSC5	ROMAN TUB W/ HANDHELD SHOWER	9796/T694	CHROME
BFMVOSSC6	POSI-TEMP PRESSURE BALANCING TUB/SHOWER	T2693	CHROME
BFMVOSSC7	POSI-TEMP W/ 3 FUNCTION DIVERTER VALVE, SLIDE BAR W/ HANDHELD, SHOWERHEAD AND TUB SPOUT	3372/128284/T4613/T2693FP/3660EP/A725	CHROME
BFMVOSORB2	8" WIDESPREAD LAV. FAUCET W/ POP UP DRAIN	69000/T6905ORB	ORB
BFMVOSORB3	ROMAN TUB 3PC	T693ORB	ORB
BFMVOSORB5	POSI-TEMP PRESSURE BALANCING TUB/SHOWER	T2693ORB	ORB
WATERHILL			
BFMWATBN1	LDW ARC WIDESPREAD LAVATORY FAUCET	69000/TS418BN	BN
BFMWATBN2	POSI-TEMP PRESSURE BALANCING TUB/SHOWER	TS2114BN	BN
BFMWATBN3	ROMAN TUB W/ HANDHELD SHOWER	TS2113BN	BN
WEYMOUTH			
BFMWYBN1	TWO HANDLE WIDESPREAD LAV. FAUCET CROSS HANDLES	69000/TS42114BN	BN
BFMWYBN2	TWO HANDLE HIGH ARC ROMAN TUB W/ CROSS HANDLES	TS22101BN	BN
BFMWYBN3	TWO HANDLE HIGH ARC ROMAN TUB W/ HANDHELD SHOWER CROSS HANDLES	9796/TS21103BN	BN
BFMWYBN4	POSI-TEMP PRESSURE BALANCING TUB/SHOWER	TS22104FPBN	BN
BFMWYBN5	POSI-TEMP W/ 3-FUNCTION DIVERTER VALVE, SLIDE BAR W/ HANDHELD, SHOWERHEAD AND TUB SPOUT	3372/128284/TS32205BN/TS22104FPBN/572107FPBN/A725BN	BN
BFMWYBNL3	SINGLE HANDLE LAVATORY FAUCET LEVER HANDLE W/ DRAIN ASSEMBLY	542107BN	BN
BFMWYBNL2	TWO HANDLE WIDESPREAD LAV. FAUCET LEVER HANDLES	69000/TS42108BN	BN
BFMWYORB1	TWO HANDLE WIDESPREAD LAV. FAUCET CROSS HANDLES	69000/TS42114ORB	ORB
BFMWYORB2	TWO HANDLE HIGH ARC ROMAN TUB W/ CROSS HANDLES	TS22101ORB	ORB
BFMWYORB3	TWO HANDLE HIGH ARC ROMAN TUB W/ HANDHELD SHOWER CROSS HANDLES	9796/TS21102ORB	ORB
BFMWYORB4	POSI-TEMP PRESSURE BALANCING TUB/SHOWER	TS22104FPORB	ORB
BFMWYORB5	POSI-TEMP W/ 3-FUNCTION DIVERTER VALVE, SLIDE BAR W/ HANDHELD, SHOWERHEAD AND TUB SPOUT	3372/128284/TS32205ORB/TS22104FPORB/572107FPORB/A725ORB	ORB
BFMWYORL1	SINGLE HANDLE LAVATORY FAUCET LEVER HANDLE W/ DRAIN ASSEMBLY	542107ORB	ORB
BFMWYORL2	TWO HANDLE WIDESPREAD LAV. FAUCET LEVER HANDLES	69000/TS42108ORB	ORB
SHOWER ACCESSORIES			
BF4TWSTCH	TWIST 4 FUNCTION HAND SHOWER W/ SLIDE BAR	53870EP	CHROME
BF4TWSTBN		53870EPBN	BN
BF4TWSTORB		53870EPORB	ORB
MOENRSH7	7" SINGLE FUNCTION SHOWERHEAD	56310	CHROME
MOENRSH8	8" TWO FUNCTION VELOCITY SHOWERHEAD	56320	CHROME
MOENARM12	12" STRAIGHT SHOWER ARM	152653	CHROME
MOENARM16	16" OVERHEAD SHOWER ARM	152360	CHROME
SHOWERDUAL	SHOWER HEAD MOEN 3372 CHROME ROLKIN-IN TRANSFER VALVE, T417L		CHROME
THERMOSTATIC SHOWERS			
BFTS90	90 DEGREE EXACT TEMP 3/4 THERMOSTATIC SHOWER	53371/53600 X3/TS3300 X2/TS7115/53879EP/A721/51300 X4/TS1320 X4	CHROME
BFTS90BN	90 DEGREE EXACT TEMP 3/4 THERMOSTATIC SHOWER	53371/53600 (x3)/TS7115BN/TS3300BN (x2)/53879EPBN/A721BN/51300 (x4)/TS1320BN (x4)	BN
BFTSTEMP	EXACT TEMP THERMOSTATIC VERTICAL SPA	53371/53600 X3/A721/51300 X4/TS1320 X4/TS3400/TS3600 X 2/3660EP/A725	CHROME
BFTSWATER	WATERHILL EXACT TEMP 3/4 THERMOSTATIC VERTICAL SPA	53371/53600 X3/TS3112BN/TS334BN X2/AS01BN X4/3861EPBN/A725BN	BN
SINKS (BLANCO IN LIEU OF STANDARD KITCHEN SINK)			
SINKQUATUMED	QUATRUS US MED. UNDERMOUNT SINK	401246	STAINLESS
SINKATTIKA	ATTIKA TOP MOUNT SINK - STAINLESS STEEL	401495	ANTHRACITE
SINKBLANCOVIVE	VIVE PLUS U	400490	STAINLESS
SINKCECORA	CECORA CERAMIC UNDERMOUNT KITCHEN SINK	401488	WHITE
SINKESSENTIALU2	ESSENTIAL U2 UNDERMOUNT SINK (IN LIEU OF STD)	400008	STAINLESS
SINKMETRAX	METRA X SILGRANIT, TOP MOUNT REVERSIBLE SINK - ANTHRACITE	401045	ANTHRACITE
SINKMETRAX	METRA X SILGRANIT, TOP MOUNT REVERSIBLE SINK - CAFÉ	401046	CAFÉ
SINKMETRAX	METRA X SILGRANIT, TOP MOUNT REVERSIBLE SINK - CINDER	401413	CINDER

CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR

Contractor: Downsview Plumbing Inc.
Trade Type: Plumbing
Project: PV1 - PINEVALLEY FOREVERGREEN, VAUGHAN

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

SINKMETRAX	METRA X SILGRANIT, TOP MOUNT REVERSIBLE SINK - WHITE	401335	WHITE
SINKPRECISC	PRECIS CASCADE SILGRANIT, UNDERMOUNT SINK - ANTHRACITE	401445	ANTHRACITE
SINKPRECISC	PRECIS CASCADE SILGRANIT, UNDERMOUNT SINK - CAFE	401446	CAFE
SINKPRECISC	PRECIS CASCADE SILGRANIT, UNDERMOUNT SINK - CINDER	401447	CINDER
SINKPRECISC	PRECIS CASCADE SILGRANIT, UNDERMOUNT SINK - METALLIC GREY	401684	METALLIC GREY
SINKPRECISC	PRECIS CASCADE SILGRANIT, UNDERMOUNT SINK - TRUFFLE	401481	TRUFFLE
SINKPRECISC	PRECIS CASCADE SILGRANIT, UNDERMOUNT SINK - WHITE	401482	WHITE
SINKPRECISU	PRECIS U 3/4 SILGRANIT UNDERMOUNT SINK - ANTHRACITE	400827	ANTHRACITE
SINKPRECISU	PRECIS U 3/4 SILGRANIT UNDERMOUNT SINK - CAFE	400828	CAFE
SINKPRECISU	PRECIS U 3/4 SILGRANIT UNDERMOUNT SINK - CINDER	401416	CINDER
SINKPRECISU	PRECIS U 3/4 SILGRANIT UNDERMOUNT SINK - METALLIC GREY	401679	METALLIC GREY
SINKPRECISU	PRECIS U 3/4 SILGRANIT UNDERMOUNT SINK - TRUFFLE	401180	TRUFFLE
SINKPRECISU	PRECIS U 3/4 SILGRANIT UNDERMOUNT SINK - WHITE	401703	WHITE
SINKQUATAPRON	QUATRUS R15 U SUPER SGL APRON SINK	401868	STAINLESS
SINKQUATRUSU1	QUATRUS R15 U 1-3/4 UNDERMOUNT SINK	401520	STAINLESS
SINKQUATRUSU2	QUATRUS R15 U 2 UNDERMOUNT SINK	401519	STAINLESS
SINKQUATUMED	QUATRUS U 1 MED. UNDERMOUNT SINK	401246	STAINLESS
SINKQUATULR15MAX	QUATRUS R15 U 1 MAXI UNDERMOUNT SINK	401518	STAINLESS
SINKQUATBAR	QUATRUS U BAR UNDERMOUNT SINK	401243	STAINLESS
SINKQUATRUS	QUATRUS U 1-3/4 UNDERMOUNT SINK	401244	STAINLESS
SINKQUATULMAXI	QUATRUS U 1 MAXI UNDERMOUNT SINK	401248	STAINLESS
SINKQUATU2	QUATRUS U 2 UNDERMOUNT SINK	401247	STAINLESS
SINKWAVEBAR	WAVE PLUS U 1/2 BAR SINK	400744	STAINLESS
FAUCETS			
CABALTAP	ALTA BAR - ANTHRACITE	400570	ANTHRACITE
CABALTAP	ALTA PULL-OUT, DUAL SPRAY - ANTHRACITE	401451	ANTHRACITE
CABALTAP	ALTA PULL-OUT, DUAL SPRAY - CAFE	401452	CAFE
CABALTAP	ALTA PULL-OUT, DUAL SPRAY - TRUFFLE	401453	TRUFFLE
CABALTAP	ALTA PULL-OUT, DUAL SPRAY - WHITE	401454	WHITE
CABALTAP	ALTA PULL-OUT, DUAL SPRAY - CINDER	401456	CINDER
CABALTAP	ALTA PULL-OUT, DUAL SPRAY - METALLIC GREY	403810	METALLIC GREY
CABALTAP	ALTA PULL-OUT, DUAL SPRAY - BISCUIT	403811	BISCUIT
CABCUUNA	CULINA MINI PULL-OUT, DUAL SPRAY - STAINLESS STEEL	401568	STAINLESS
FAUCETHARMON	HARMONY SINGLE LEVER BAR FAUCET	400550	CHROME
TOILETS - TOYO			
TOILETAQUAW	AQUA WALL HUNG DUAL FLUSH TOILET, 1.6 GPF & 0.9 GPF	CT418FG401, S5204, WT251M	W01 COTTON
TOILETQUA	QUATRUS DUAL FLUSH TOILET, 1.6GPF & 0.9gpf	657496M	W01 COTTON
TOILETS - CONTRAC			
TOILETCARON	CARON - 3PC LOW CONSUMPTION TOILET W/ ELONGATED BOWL AND MATCHING SEAT	4730871	WHITE
TOILETCALI	CALI - 1PC 16 3/4" H TOILET W/ ELONGATED BOWL	473080VU	WHITE
TOILETCARON	CARON - 2PC DUAL FLUSH TOILET W/ ROUND FRONT BOWL AND MATCHING SEAT	4730872	WHITE
TOILETCAVEN	CAVEN - 2PC 17" H TOILET AND TANK W/ ROUND FRONT BOWL	47228RV/4724BFVU	WHITE
TOILETCRISTA	CRISTA 2 PC HIGH EFFICIENCY (4.8 LPF) TOILET W/ ELONGATED BOWL, 17" SEAT HEIGHT, UNED TANK, SOFT CLOSE SEAT	47228HV, 47218FV, T571506C	WHITE
TOILETCANAAN	CANAAN WALL HUNG TOILET	5780CFW	WHITE
PEDESTAL			
SINKPEOCAPRICE	CAPRICE PEDESTAL SINK (STANDARD)		WHITE
TUBS - MIROLIN			
BROOKETUB	BROOKE FREESTANDING TUB, 68" X 36"	CF2002	WHITE
CARTUB	CARI FREESTANDING TUB, 65" X 32"	CF3006	WHITE
TUBADDA	AZZURA ADDA, 60" X 32" SOAKER TUB	BD65	WHITE
TUBADDAWH	AZZURA ADDA, 60" X 32" JET NR TUB	BD65	WHITE
TUBADDAWHH	AZZURA ADDA, 60" X 32" WHIRLPOOL TUB	WD65	WHITE
TUBCHARI	AZZURA CHAR, 74" X 32" FREESTANDING TUB	BD75	WHITE
TUBCORNERCAPRI	CAPRI SOAKER CORNER TUB	BD61	WHITE
TUBMELLA	AZZURA MELLA, 66" X 34" SOAKER TUB	BD75	WHITE
TUBMELLAWH	AZZURA MELLA, 66" X 34" JET NR	BD75	WHITE
TUBMELLAWH	AZZURA MELLA, 66" X 34" WHIRLPOOL	WD75	WHITE
TUBPOZ	AZZURA POZ, 72" X 42" SOAKER TUB	BD90	WHITE
TUBPOZWH	AZZURA POZ, 72" X 42" JET NR SYSTEM	BD90	WHITE
TUBPOZWH	AZZURA POZ, 72" X 42" WHIRLPOOL	WD90	WHITE
TUBPUR	AZZURA PUR, 72" X 36" SOAKER TUB	BD95	WHITE
TUBPURWH	AZZURA PUR, 72" X 36" JET NR SYSTEM	BD95	WHITE
TUBPURWH	AZZURA PUR, 72" X 36" WHIRLPOOL	WD95	WHITE
TUBSOL	AZZURA SOL, 72" X 42" SOAKER TUB	BD80	WHITE
TUBSOLWH	AZZURA SOL, 72" X 42" JET NR TUB	BD80	WHITE
TUBSOLWH	AZZURA SOL, 72" X 42" WHIRLPOOL	WD80	WHITE
FAUCETS - OTHERS			
RISERARRIS	MOEN ARRIS FREESTANDING TUB FILLER FAUCET	T550100 / 593005	CHROME




CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR

Contractor: Downsville Plumbing Inc.
Trade Type: Plumbing
Project: PV1 - PINEVALLEY FOREVERGREEN, VAUGHAN

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

PLUMBING EXTRAS		PRICE
ITEM CODE	DESCRIPTION	
DRAINRECOVPIPE	Drain Water Heat Recovery Pipe (supplied by Enbridge)	
CA20	Install 1/4" cold water line to fridge	
DRAINWATERI	DWHR - Install Only	
DRAINWATERS	DWHR - Supply Only	
DRAINWATERSI	DWHR - Supply and Install.	
GREYWATERCONT	Grey Water System Contract Price	
LEAKDETECTION	Service Line Leak Detection	
MOENBARINDUST	Grab Bar 30 Long Stainless Steel Moen Model R8730 (Supply Only)	
MOENTEAKSEAT	Moen Home Care Teak Folding Shower Seat #DN7110 (Supply Only)	
OP2PIECE	Additional 2 Piece Powder Room (Std. Toilet, Sink, Faucet)	
OP3PIECE	Additional 3 Piece Bathroom w/ Std Tub (Main Bath Only)	
PL	Plumbing Contract	
PLUMBHOSEBIB	Hose Bib 1/2"	
PLUMBINSTALL	Plumbing Roughin & Installation of Fixture for Bar Sink	
PLUMBLABOUR	Plumbing Labour Hourly Rate	
PLUMBLD2FL	Additional laundry on 2nd (includes floor drain and std sink (no box)	
PLUMBMISC	Miscellaneous Plumbing Extras as per optional Extras	
PLUMBNOINSTALL	Do Not Install Plumbing Rough-in	
PLUMBNOTE	Note Regarding Plumbing	
PLUMBRIPOT	Plumbing rough-in for pot filler	
PLUMBROUGHIN1	Plumbing rough-in for 1-piece (waste only) in basement, NO WATER LINES	
PLUMBROUGHIN2	Plumbing rough-in for 2-piece (waste only) in basement, NO WATER LINES	
PLUMBROUGHIN3	Plumbing Rough-in for 3-Piece in Basement, waste rough-in only, no water lines	
PLUMBSHOWERHEAD	Shower Head - adjust height	
PLUMBSHOWERSTD	Additional Shower with a 3 x 3 Base (Standard Chateau Moen Only)	
PLUMBSINKCREDIT	Credit for a Standard Vanity Sink	
PLUMBSINKSTD	Additional Standard Vanity Sink	
PLWATERLINE3/4	Supply and install 3/4 water line to ensuite shower"	
SPRINKLER	Fire Sprinklers	
SUMPPUMP	Sump Pump 1/3 HP PROFILE PF 92370 or Equal	
TOWELBARMOEN	Moen towel bar & paper holder to match upgraded faucets	
WATERMETER	Water Meters Supply	
WATERMETERRECOV	Water Meter Recovery	
SHOWER BASES		
PREBASE2	Mirolin Strada Pre-Formed Shower Base (30" x 60") in lieu of a Standard Tub	
PREBASE3	Standard Pre-Formed Shower Base 2' x 3'	
PREBASE4	Mirolin Strada Pre-Formed Shower Base (48" x 36") in lieu of Mosaic Base	
PREBASE5	Mirolin Strada Pre-Formed Shower Base (60" x 36") in lieu of Mosaic Base	
SHOWER LINER		
SHOWER5ADD	Add'l Shower 60" x 30" w/mosaic base	
SHOWERLINE	Shower Liner Supply & Install	
SHOWERLINER	Shower Liner in lieu of a Shower Base	
SHOWERLINERS	Shower Liner 2-1/2'X5' in lieu of Standard Tub	
TUBS		
LAUNDRYTUB	Additional Standard Laundry Tub	
PLUMBRELAUNDRY	Relocate Laundry Tub or Washer to the Basement	
TUBBT11A	Additional Cost to Upgrade to Whirlpool Hudson 5 or 6 Oval (EXCEPT SOL)	
TUBREPAIRS	Tub & Shower Repairs	
TUBREPAIRSMISC	Tub & Shower Repairs Misc	
TUBSTANDARD	Standard Bath Tub (Tub Only)	

CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR

Contractor: Downsview Plumbing Inc.
 Trade Type: Plumbing
 Project: PV1 - PINEVALLEY FOREVERGREEN, VAUGHAN

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

SCHEDULE - D
 EXTERIOR COLOUR PACKAGE

HUNT
 DESIGN ASSOCIATES INC.
 8983 Woodbine Ave.
 Markham, ON L3R 0A7
 T: 905.707.0121 • F: 905.707.0220

Gold Park Homes
 Exterior Colour Packages
 Pine Valley, Vaughan, Ontario
 Our Project No.: 217020
 September 18 2017
 (ELEV. A&B ~ BRICK & STONE ELEVATIONS)

EXTERIOR COLOUR SELECTION	MANUFACTURER	1	2	3	4	5	6	7	8	9	10	11	12
Roof	Cerainted (Landmark Series)	BR-1 More Black	BR-2 Moire Black	BR-3 Driftwood	BR-4 Driftwood	BR-5 More Black	BR-6 Weathered Wood	BR-7 Heather Blend	BR-8 Weathered Wood	BR-9 Moire Black	BR-10 Heather Blend	BR-11 Moire Black	BR-12 Heather Blend
Clay Brick	Forterra Brick	Wellington	Shetrocke	San Antonio	Albion	Windsford (Square Edge)	Montclair	Macdonald	Pearson	Hudson	Gaitwood	Sutton	St. James
Stone Veneer	Piemont (Laff Series)	Margaux Beige	Range Amboise Beige	Range Amboise Beige	Range Chambord Grey	Berkley Brown	Range Amboise Beige	Princess Margaret Blend	Margaux Beige	BLEND - 85% NEWPORT GREY 15% ROCKLAND BLACK	Princess Margaret Blend	Range Chambord Grey	Range Amboise Beige
Stucco	Anticraft (Renaissance Series)	Driftwood	Olive	Driftwood	Carbon	Ryegrass	Nutmeg	Wheat	White	Carbon	Ryegrass	Driftwood	Olive
Stucco	Dryad/Duoch/Senergy (Match Sherwin Williams)	Loggia SW 7509	Intellectual Gray SW 7045	Keystone SW 7504	Garland Gray SW 7019	Anonymous SW 7046	Tin Lizie SW 9163	Galwey Gray SW 7644	Gray Area SW 7052	Porpoise SW 7047	Urban Jungle SW 9117	Faded Wood SW 9171	Intellectual Gray SW 7045
Scaff, Fascia, Gutter	Glencola Aluminium	Black	Slate	Pebble	Commercial Brown	Windswept Smoke	Slate	Pebble Clay	Windswept Smoke	Commercial Brown	Pebble	Windswept Smoke	Sable
Face Board	Canamould (Dryvit)	Canamould (Dryvit)	Canamould (Dryvit)	Canamould (Dryvit)	Canamould (Dryvit)	Canamould (Dryvit)	Canamould (Dryvit)	Canamould (Dryvit)	Canamould (Dryvit)	Canamould (Dryvit)	Canamould (Dryvit)	Canamould (Dryvit)	Canamould (Dryvit)
Front Door	Sherwin Williams	Seal Skin SW 7675	Rock Bottom SW 7062	Dark Clove SW 9183	Black Fox SW 7029	Ticket Black SW 8258	Iron Ore SW 7069	Androm SW 6174	Iron Ore SW 7069	Black Maple SW 6991	Black Fox SW 7055	Inkwell SW 6992	Enduring Bronze SW 7055
Garage Door	Sherwin Williams	Quiver Tan SW 6151	Rock Bottom SW 7062	Homelead Brown SW 7515	Gunmetal Gray SW 7019	Anonymous SW 7046	Night Owl SW 7061	Cozon SW 6173	Galzbe Gray SW 7068	Porpoise SW 7047	Smokehouse SW 7040	Faded Wood SW 9171	Adaptive Shade SW 7053
Door Frames, Wood Posts, Wood Panels, Trim & Entrance Surrounds	Sherwin Williams	Loggia SW 7506	Intellectual Gray SW 7045	Keystone SW 7504	Donien Gray SW 7017	Anonymous SW 7046	Tin Lizie SW 9163	Galwey Gray SW 7644	Gray Area SW 7052	Intellectual Gray SW 7045	Urban Jungle SW 9117	Donien Gray SW 7017	Intellectual Gray SW 7045
Windows	Jelduven	Black	Chestnut Bronze	Claystone	Chastnut Bronze	Black	Sable	Sable	Sable	Sable	Sable	Black	Claystone
Roofing	Airport Railing	Black	Black	Black	Black	Black	Black	Black	Black	Black	Black	Black	Black
Metal Roof (if applicable)	Colour Steel	Black QC 8262	Charcoal QC 8306	Dark Brown QC 8279	Dark Brown QC 8279	Black QC 8262	Dark Brown QC 8279	Black QC 8262	Dark Brown QC 8279	Charcoal QC 8306	Dark Brown QC 8279	Charcoal QC 8303	Dark Brown QC 8279

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

ARCHITECTURAL REVIEW
 AND APPROVAL
 CITY OF VAUGHAN
 Signed: NOV 17 2017
 JOHN G. WILLIAMS LIMITED, ARCHITECT

Contractor  Owner 

CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR

Contractor: Downsvew Plumbing Inc.
 Trade Type: Plumbing
 Project: PV1 - PINEVALLEY FOREVERGREEN, VAUGHAN

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

Cont'd

SCHEDULE - D
 EXTERIOR COLOUR PACKAGE

Gold Park Homes
 Exterior Colour Packages
 Pine Valley, Vaughan, Ontario
 Our Project No.: 217020
 September 18 2017



8903 Woodbine Ave.
 Markham, ON L3R 0J7
 T: 905.707.8100 • F: 905.707.7020

(ELEV. C ~ CONTEMPORARY ELEVATIONS)

EXTERIOR COLOUR SELECTION	MANUFACTURER	1	2	3	4	5	6	7	8
Roof	CertainTeed (Landmark Series)	Driftwood	Noire Black	Driftwood	Weathered Wood	SRS-5	SRS-5	SRS-7	SRS-8
Clay Brick	Futura Brick	Beaumont	Sussex Grey	Wakefield Bordeaux	Greywood	Ironstone	Rutherford Mall	Durval	Vanier
Stone	Aristcraft (Renaissance Series)	Olive	Driftwood	Ryegrass	Nutmeg	Carbon	Nutmeg	Ryegrass	Carbon
Longboard Siding	MAC Metal (Harrywood SVE)	Tonefield	Smoked Birch	Ash Grey	Tonefield	Cedar	Ash Grey	Tonefield	Cedar
Aluminum Panels	MAC Metal (Versa - MS)	Renaissance Bronze	Quartz Zinc	Brushed Zinc	Quartz Zinc	Brushed Zinc	Renaissance Bronze	Zinc Anodized	Brushed Zinc
Soffit, Fascia, Gutter, Frieze Board (Alum.)	Glacoda Aluminium	Windswept Smoke	Sable	Black	Sable	Black	Windswept Smoke	Black	Black
Front Door	Shawin Williams	Iron Ore SW 7069	Greenblack SW 6994	Tricon Black SW 6258	Urbane Bronze SW 7048	Black of Night SW 6983	Urbane Bronze SW 7048	Greenblack SW 6994	Tricon Black SW 6258
Garage Door	Shawin Williams	Dovehill SW 7016	Suitable Brown SW 7054	Gauntlet Grey SW 7019	Porpoise SW 7047	Rock Bottom SW 7052	Adaptive Shade SW 7053	Urbane Bronze SW 7048	Grizzly Grey SW 7088
Door Frames, Wood Posts, Wood Panels, Trim & Entrance Surrounds (to match L&S 9)	Shawin Williams	Gauntlet Grey SW 7019	Web Grey SW 7075	Tim Lizzie SW 9163	Grizzly Grey SW 7068	Clyscap SW 7057	Iron Ore SW 7069	Clyscap SW 7076	Tim Lizzie SW 9163
Windows	Jelaven	Black	Sable	Black	Black	Black	Sable	Sable	Black
Railings	Asport Railing	Black	Black	Black	Black	Black	Black	Black	Black

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

ARCHITECTURAL REVIEW
 AND APPROVAL
 CITY OF VAUGHAN
 Signed: NOV 14 2017
 Dated: NOV 14 2017
 JOHN G. WILLIAMS LIMITED, ARCHITECT