

TICE RIVER ESTATES INC. – Legacy - Stage 4 Phase 1A TOWNS/SEMIS/SINGLES

Dated: April 25 2019
Expires: **Project Completion**
Contract #:
Contractor:

SCHEDULE”B”- SCOPE OF WORK- (1020) EXCAVATION

Without limiting the generality of this agreement this Contractor is to “SUPPLY ALL” necessary labour, materials, equipment, tools, transport, insurance’s, (permits if required), etc. to carry out and complete the above works on the project. In accordance with plans and specification provided, municipal requirements, CMHC, and any other governing authority have jurisdiction, as and when required by Site Superintendent, and including but not limited to the following:

EXCAVATION

- a) Trees to be retained, where directed and protected during operations.
- b) Excavation of basement and garage as per surveyors cut to a depth of 6’-0” USF within normal tolerances and side cast. (pitman included) and equipment to ensure that the excavation is level to within a 2” tolerance across the complete excavation. Layout of basement by this contractor from stakes left by surveyor.
- c) All footings are to rest on undisturbed soil – excavate to levels provided and if footings rest on disturbed soil or soil of inadequate bearing capacity, **excavation is to stop immediately** and, proceed with excavation only when the approval of site superintendent has been obtained.
- d) Trench for garage footings (mound of unexcavated materials to be left in centre of garage) and for walkout basements as required.
- e) All float charges for moving equipment are included at no extra cost.
- f) Provide access (for ready-mix trucks, stone slingers, delivery trucks, etc.) by leaving openings, ramping and / or flattening top of excavated material and temporary roads. Remake as required.
- g) Pull concrete, lumber, drywall, kitchen, any other delivery trucks if required at no charge when equipment is on site doing contract work.
- h) Excavate trench as required for installation of sewer and water services
- i) Excavate trench as required for the connection of the rainwater leader to infiltration trench stub at rear of unit.
- j) The following frost ripping is included; 1.) prior to excavation up to 1 foot and 2.) Backfill up to 1 ft.

BACKFILL

- a) Protect existing trees that are to be retained as indicated by site superintendent.
- b) Backfill externally and within garages with excavated material (excluding rocks or foreign materials) including backfill of incoming services.
- c) Contractor will be responsible for all costs resulting from damage to roads, curbs, public or private property, site services, etc.
- d) General lines and levels will be provided by Owner.
- e) Balancing of excavated material within project is included. Any imported / exported of material for back-fill from off site location only to be extra on an hourly basis for loading, trucking, leveling.
- f) Provide drainage away from house where possible.
- g) Backfilling of sewers and water services is included in the Contract Price. Backfill material shall be free of rocks and/or material capable of damaging the sanitary, storm, pipes and foundation walls.
- h) As directed by the Owner, leveling around all sides of the house to allow safe placement of brick layers scaffolds including the proper stepping of grade on slopes is included in the contract price.
- i) Backfill foundation walls including interior of garages, porches and between all lots providing a level area for stone fill, bricklayers and framers with existing excavated material from site, graded to eliminate ponding.
- j) Contractor shall use sufficient care in placing backfill material and when moving equipment to ensure minimal possible lateral pressure is exerted on the foundation walls.
- k) The following frost ripping is included; 1.) prior to excavation up to 1 foot and 2.) Backfill up to 1 ft.

ROUGH GRADING

- a) Stripping topsoil not included.
- b) Prepare lots and boulevards for minimum of 10 inches of topsoil (does not included hauling and placing of topsoil) by grading existing soil material so that it conforms to the contours of the grading stakes (ie rough grades) Rough grade is subject to acceptance by the Owner and the sodding Contractor. The Contractor’s work includes the utilization of equipment suitable for grading between houses and for the building of

drainage swales as required. Contractor shall work to the grade stakes supplied by the Owner's surveyor as well as the grading plan supplied by the Owner.

- c) Prepare driveway sub-base and supply, spread and fine grade minimum of 6 inches of gravel/stone (Granular A or 3/4inches limestone) as required.
- d) Level and top off garages and porches once as directed by the Owner.
- e) Prior to homeowner occupancy leveling of front yard as requested by the Owner is included in the contract price.
- f) Grade- stakes by Owner.

GENERAL NOTES

- a) Stripping of topsoil in not included.
- b) Hauling or spreading of topsoil in not included.
- c) Frost ripping greater than 12 inches is not included.
- d) Contractor acknowledges that soils report and lot grading plans were reviewed during the tender process.
- e) All float moves are included at no extra charge.
- f) Extra machine hours shall be reviewed and approved by the Owner on a daily basis with the operator present.
- g) Payment schedules and draws : 1.) 40% excavation 2.) 30% Backfill 3.) 15% Rough Grade and 4.)15% Driveways
- h) The Owner intends to deliver a house of the highest standards facilitated by providing a clean house in which the Contractor may work. Work should not proceed and the Owner should be notified if the house is not delivered clean to the Contractor. While performing his work, the Contractor will maintain the house in broom swept condition, and garbage deposited at least once daily in one pile at the front and one pile at the rear of the unit, or in individual garbage bins when they are provided on the lot.
- i) The rectification of any deficiencies noted on the Owner's QA/PDI (Quality Assurance/Pre-Delivery Inspection) reports to the satisfaction of the Owner within one week of notification, and deficiencies noted on the Owner's 30 day and 12-month reports, rectified within 10 working days. All warranties as per Tarion guidelines.
- j) It is the responsibility of this Contractor to actively promote safety in the workplace. This is to be done by meeting with the Owner before construction begins and discussing procedures and expectations. It is then the responsibility of this Contractor to impress and enforce these expectations on all of his Contractors.

Contractor agrees also to adhere to the following additional rules and requirements:

- a) Contractor and Owner are to meet on site before any work commences to establish procedures by which this contractor is to ensure a safe working environment.
- b) All Vehicles are to travel only the designated construction route.
- c) All vehicles leaving this site are to stop and clean their vehicles in the designated area.
- d) Cross concrete at designated ramps only.
- e) No parking on driveways or graded yards.
- f) Consumption of alcohol, cannabis and/or illegal substances is forbidden on site.
- g) Adherence to local noise requirements.
- h) Do not set tools, materials, trash, etc., on countertops, ceramic, in tubs, or on hardwood.
- i) Portable toilets are provided in ample volume. Anyone caught not using the portable toilets will be removed from the site.
- j) If eating in a house under construction, all garbage will be removed and placed in appropriate containers.
- k) No smoking in the houses.
- l) Additional work is not to be performed for potential homebuyers. Work not approved will be removed and any expense incurred in returning the house to its original state will be charged to the Contractor.

NOTE:

- The Ontario Building Code and all other governing legislation over rides this scope of works, plans provided, purchasers extras/upgrades or any other specifications. Should there be any contravention in any of the aforementioned, the contractor shall immediately advise the owner in writing.
- Contractor agrees that all materials supplied within this contract, are at the sole risk of the contractor until installation is accepted by a signed completion certificate.
- Above specifications are acknowledged and are included in our quotation.

OWNER
TICE RIVER ESTATES INC.

CONTRACTOR

Per _____
Authorized Signing Officer

Per _____
Authorized Signing Officer

Dated : _____

Dated : _____