

PREPARED BY
Corbin Gold

Eden Build

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PREPARED FOR
RENOVATION PROPOSAL DETAILS
Ensuite & Bedroom Project

DESCRIPTION	QTY
Bathroom	
Deconstruction	
Bin Rental: 4-Yard 1 Tonne Maximum	1 Each
Deconstruction: Bathroom Remove Existing Flooring, Shower Surround (Including Tile On Ceiling and Framing Against Exterior Wall), Trim, Vanity, Toilet, Plumbing Fixtures, Electrical Fixtures and Bathroom Accessories.	1 Each
Framing	
Framing: Shower Wall 3' Section of Wall at New Shower Faucet Location, To Be Framed with 2"x3" Studs	1 Each
Framing: Shower Bench Frame Shower Bench As Per New Tiled Shower Dimensions	1 Each
Electrical	
Electrical Permit ESA Inspection	1 Each
Electrical: GFCI Receptacle Supply & Install 1x AFCI Receptacle & 1x GFCI Receptacle	2 Each
Electrical Rough-In: Sconce As Per New Vanity Location	1 Each
Electrical Rough-In: Switch Supply & Install, 1x 30-Minute Timer Switch & 1x LED Dimmer	2 Each
Electrical Rough-In: Pot Lights Supply & Install 2x LED Pot Lights at Bathroom	2 Each
Electrical Finish: Bath Fan Supply & Install 1x Panasonic 110 CFM Bath Fan (Using Existing Rough-In)	1 Each
Plumbing	
Plumbing Rough-In: Shower As Per Drawings	1 Each
Plumbing Rough-In: Vanity As Per Drawings	1 Each

Plumbing Finish: Shower Trim Kit Client Supplied, Including Slide Bar & Wand	1 Each
Plumbing Finish: Vanity Faucet & Drain Client Supplied	1 Each
Plumbing Finish: Toilet Client Supplied, Use Existing Rough-In	1 Each
Drywall	
Drywall Install: Shower Surround Hang Mold Resistant Drywall At Shower Surround & Ceiling (Shower Only)	1 Each
Drywall: Patch Repair At Shower Partition Wall Removal	1 Each
Tiling	
Tile Materials: Floor (\$280.00) To Be Selected	40 Square Feet
Tile Materials: Shower Surround (\$756.00) To Be Selected	108 Square Feet
Tile Materials: Shower Floor (\$140.00) To Be Selected	20 Square Feet
Tile Materials: Wainscotting (\$420.00) To Be Selected	60 Square Feet
Tile Install: Floor Install Tile - As Selected	40 Square Feet
Tile Install: Shower Surround Install Shower Surround Tile with Waterproofing Membrane - As Selected	108 Square Feet
Tile Install: Shower Floor Install Tile - As Selected	20 Square Feet
Tile Install: Wainscotting Install Tiled Wainscotting - 4' High - As Selected - At Bath Vanity & Door Wall Only	60 Square Feet
Tile Install: Shower Niche 12" x 20" With 4-Sided Polished Edge Stone Sill	1 Each
Tile Install: Shower Bench Tiled Shower Bench Face with Polished Edge Stone Top - As Selected	1 Each
Cabinetry	
Cabinetry: Bath Vanity (\$1,527.00) Custom Ensuite Vanity - 42" -Painted MDF Raised or Flat Panel Doors & Drawer Fronts -Hardrock Maple Melamine Interiors -Soft Closures on Doors & Drawers -Solid Birch Dovetail Drawers with Full Extension Racks -Hardware Up To \$15/Piece Includes Installation	1 Each
Cabinetry: Bath Vanity Sink (\$130.00) Includes Installation	1 Each
Countertops	
Countertops: Bath Vanity (\$1,033.00) Level 3 Quartz - Supply & Install	1 Each

Trimwork		
Trim Material: Baseboard (\$42.00) To Be Selected	12 Linear Feet	
Trim Material: Casing (\$126.00) To Be Selected	36 Linear Feet	
Trim Material: Shoe Mould (\$18.00) To Be Selected	12 Linear Feet	
Trim Install: Baseboard As Selected	12 Linear Feet	
Trim Install: Casing As Selected	36 Linear Feet	
Trim Install: Shoe Mould As Selected	12 Linear Feet	
Specialty Finishes		
Shower Glass: Custom Frameless Flat (\$2,300.00) Flat with Hinged Door. Includes Hardware and Installation	1 Each	
Accessories: Bathroom Installed Client Provided Accessories	1 Each	
Painting		
Interior Paint: Bathroom Client Selected Colours. Includes Walls, Ceiling, Trim & Doors.	1 Each	
Closet & Bedroom Finish		
Closet Install with Additional Bedroom Items New Bedroom Closet Build, As Per Drawings, Includes: 1. Remove Existing Closet and Frame New Closet Walls & Door Opening. Cutting of Existing Bedroom Floor for New Wall Location. Frame Around Existing Vent. 2. Rough-In Electrical & Finish, Includes 1x Single Pole Switch, 2x LED Pot Lights and 1x Duplex Receptacle in Closet, 1x Dimmer Switch & 4x LED Pot Lights in Bedroom 3. Supply & Install 1/2" Gypsum Board, At New Closet Walls, Taped & Sanded 4. Supply & Install Baseboard, Casing and Shoe Mould. Includes Up To 48LF of Baseboard @ \$3.50/LF, Includes Up To 48LF of Shoe Mould @ \$3.50/LF, Includes Up To 36LF of Casing @ \$3.50/LF. Baseboard & Shoe Mould To Be Coped Into Existing At Bedroom Wall 5. Supply & Install New Interior Door, Including Jamb Kit, Includes Up To \$350 for New Interior Kit & Door 6. Bedroom & Closet Paint, Client Selected Colours. Includes Walls, Ceiling, Trim & Doors. 7. Includes Four (4) Hours of Labour to Install Client Supplied Closet Organizer/Shelving Kit 8. Includes Supply & Install of Oak Planks, Stained, At Existing Closet Wall Removal	1 Each	
SUBTOTAL		\$42,019.08
TAX		\$5,462.48
TOTAL		\$47,481.56

AGREEMENT BETWEEN OWNER AND CONTRACTOR

hereinafter called the "Owner(s)"
and
Eden Build, hereinafter called the "Contractor"

The Owner and the Contractor agree as follows:

THE WORK

The contractor shall:

Supply all the materials and perform the work required by the contract documents for:

Ensuite & Bedroom Renovation
name of the work

located at

place of the work

Do and fulfill everything indicated by the contract documents, and commence the work by
January 15th, 2024

and, subject to adjustment in contract time as provided for in the contract documents, attain substantial performance of the work, by
February 23rd, 2024

The timing of the start and completion of the work is on a best efforts basis and is subject to change, and shall not be the responsibility of the contractor, due to written changes to the agreement, to verbal instructions made to accommodate the owner, to unforeseen structural or system problems, to weather, or for reasons beyond the contractor's reasonable control, i.e. without limitation, delays caused by work undertaken by the owner, his contractors, agents or servants, labour disputes, lack of supply materials or subcontractors, fire, natural disaster, injunction or other judicial processes. Should the cause of the delays be a direct result of the owners, including but not limited to the missing of selection deadlines as agreed in the selection form, and should costs be incurred by the contractor as a direct result of these delays, said costs are to be paid by the owner.

The contractor and the Owner(s) agree that should the Contractor not be able to commence the work within 30 (thirty) days from the commencement date specified in 'The Work' due to causes beyond the Contractor's control, such as inability to obtain a building permit, then the Contractor or the Owner(s) may cancel this Agreement, on written notice as provided herein, such cancellation to take effect upon receipt of the notice. The Contractor liability to the Owner(s) shall be limited to the refund of any monies paid by the Owner(s) to the Contractor, less any costs incurred by the Contractor as previously agreed to by the Owner as specified below.

AGREEMENT AND AMENDMENTS

This Agreement shall constitute the entire Agreement between the Owner(s) and the Contractor and there is no representation, warranty, collateral agreement or condition affecting this Agreement other than as expressed in writing in this Agreement

CONTRACT DOCUMENTS

The following are the contract documents:

- Agreement between Owner and Contractor
- Drawings
- Description
- Change Orders

Any statement, arrangement or understanding, either expressed or implied, not contained within this contract will not be recognized.

CONTRACT PRICE

As Per Final Total (Including HST) in this Document, Renovation Proposal 141-1

These amounts are conditional to the commencement date of the work and shall be subject to adjustments as provided in the contract documents.

All amounts are in Canadian funds.

Discrepancies and omissions in the agreement, site conditions, etc. and any work requested in the variance of the agreement are considered an extra to the agreement and are not included in the contract price. Any additional work required due to site conditions not disclosed to the contractor, or which could not be reasonably anticipated, are not included in the contract price but are an extra, and will be subject to a Change Order. These may include but are not limited to asbestos inspection and removal, lead paint inspection and removal, rot, non-conforming prior work to home, prior damage to the existing home, water related issues, and unforeseen structural issues.

PAYMENT

Subject to the provisions of the contract documents, the owner shall:

→ Make progress payments to the contractor on account of the contract price when due,

and

→ Upon the issuance of the final invoice for payment, pay to the contractor the unpaid balance of the contract price when due together with HST

Interest:

Should the owner fail to make payments as they become due under the terms of the contract or in an award by arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:

(1) 2% per annum above the prime rate for the first 60 days

(2) 4% per annum above the prime rate after the first 60 days

Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by TD Canada Trust for prime business loans as it may change from time to time.

Payment Schedule:

First Draw: Upon Agreement, 15%

Second Draw: Commencement of Rough-ins, 40%

Third Draw: Commencement of Tile, 35%

Fourth Draw: Completion, 10%

ALLOWANCES

The purpose of the allowance is to act as a budget amount until such time as fixed pricing can be obtained through the owner provided details and specifications of individual selections. Any amount unused from an allowance shall be credited in full to the noted allowance amount. Any amount which exceeds the noted allowance plus all additional labour, material, overhead and profit shall be due and payable. All allowances do not include applicable taxes.

CHANGE ORDERS

The owner, without invalidating the contract, may make:

→ changes in the work consisting of additions, deletions or other revisions to the work by change order, and

→ changes to the contract time for the work, or any part thereof, by change order.

The contractor shall not perform a change in the work without a change order.

When a change in the work is proposed or required, the owner will provide the contractor with a written description of the proposed change in the work. The contractor shall promptly present a method of adjustment or an amount of adjustment for the contract price if any, and the adjustment in the contract time, if any, for the proposed change in work.

When the owner and the contractor agree to the adjustments in the contract price and contract time or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a change order. The value of the work performed as the result of a change order shall be included in the application for progress payment.

RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

Notices in writing will be addressed to the recipient at the address set out below. The delivery of a notice in writing will be by hand, by courier, by prepaid first-class mail, or by another form of electronic communication during the transmission of which no indication of the failure of receipt is communicated to the sender.

Owner(s)

Contractor

Eden Build

135 South Drive, St. Catharines, ON, L2R 4W1

(289) 501-4978

craig@edenbuild.ca

The contractor agrees to supply all labour, materials and supervision to complete the work in accordance with the agreement and

agrees to undertake all work diligently in a good and workmanlike manner, in accordance with the Construction Performance Guidelines prepared by the Tarion New Home Warranty Program and in compliance with the Ontario Building Code, and in compliance with all other relevant building codes of authorities having jurisdiction.

The owner accepts that there may be inconvenience from time to time and the contractor agrees to keep such inconveniences to a reasonable minimum. The owner agrees that substitutions for products may occur within the Tarion Guidelines.

CLEANUP

The contractor shall always maintain the lands reasonably free from all rubbish and waste material. At the completion of the work, the contractor shall leave the lands in a reasonably clean condition and fit for use. All equipment, materials, sheds, hoardings, fencing, rubbish, and similar materials incidental to the project shall be cleaned or removed from the lands by the contractor.

SITE SERVICES

The owner agrees to provide access to washroom facilities for the use of the contractor and subcontractors. Owner agrees to provide all temporary power and heat required to perform the work. Should either/both not be available, the contractor shall provide at the owner's expense.

WARRANTY

The contractor shall correct, at his own expense, any defect in the work due to faulty workmanship appearing within a period of two (2) years from the completion date of this agreement. The owner shall give the contractor written notice of such defects within a reasonable time, and in any event within two (2) years from the completion date of this agreement.

This warranty does not cover equipment or supplies that come with their own individual warranties from the manufacturer of the equipment or the supplier of goods and does not cover damage or defect in areas of the home outside the scope of work that may be adversely affected by the work.

Defects shall be determined using the Construction Performance Guidelines prepared by the Tarion New Home Warranty Program.

INSURANCE

The contractor shall provide and maintain, at its expense, commercial general liability insurance in the amount of \$2,000,000 for any claims of negligence that cause bodily injury or property damage on the work site described in the agreement.

Since there is still the possibility that claims could arise that are not the negligence of the contractor, the owner is responsible for maintaining adequate personal liability insurance and adequate property insurance to protect themselves during the construction period. It is mandatory that the owner obtain permission from their insurance company to allow construction/renovation to take place on the property. By signing this agreement, the owner is providing the contractor with confirmation that the owner has personal insurance in place during the construction period.

Depending on the size and scope of the contract the owner's insurance company may determine that a separate builder's risk policy is required. The owner may obtain a builder's risk policy through their own insurance company, or, as an option, the contractor will obtain a builder's risk policy for the owner at an additional cost.

WORKERS' COMPENSATION

At any time during the term of this agreement when requested by the owner, the contractor shall provide such evidence of compliance by the contractor and any of his subcontractors with all requirements with respect to registration under and payments due under the Workers' Compensation Act. It is specifically understood that Workers' Compensation Board costs are included in the contract price and the contractor authorizes Workers' Compensation Board levies, if in arrears, to be paid directly to the Workers' Compensation Board on behalf of the contractor and an equal amount of money to be deducted from any monies owing under this contract.

DEFAULT BY OWNER

If payment of any of the amounts to be paid to the contractor is not made at the time specified, or if the owner defaults in any of the other covenants or agreements, the contractor may, at its option, cease work and treat the agreement as repudiated forthwith on the occurrence of such default, and the contractor may recover payment for the work already completed plus damages, including loss of profit together with interest thereon at the same rate of interest on overdue payments.

DEFAULT BY CONTRACTOR

If the contractor neglects to execute the work in accordance with the terms of this agreement, the owner may by written notice to the contractor, require it to cure the default, neglect or event specified in such notice within fifteen (15) days.

If the contractor fails to comply with the said notice or is not then actively curing the said default, within 15 days of receipt of the notice or if the contractor becomes bankrupt or makes a general assignment for the benefit of its creditors, or if a receiver of the contractor is appointed in the times so limited, the owner may take possession of the lands and of all materials and appliances thereon and finish the work in accordance with the plans and specifications as he may deem expedient but without undue delay or expense. In such an event, the contractor shall not be entitled to any further payment under this agreement but upon completion of the work, an accounting shall be made between the owner and the contractor at the time the owner took possession of the lands. If the unpaid balance shall exceed

the expense of finishing the work, such excess shall be paid to the contractor; however, if such expense shall exceed such unpaid balance, the contractor shall pay the difference to the owner.

REPRESENTATION BY OWNERS

The owners by their execution of this agreement confirm to the contractor that they are all of the owners of the lands and have the power and capacity to enter into this agreement and have the means available to pay the contract price in accordance with the terms of this agreement.

DISPUTE RESOLUTION

The parties hereby undertake to use their best efforts to resolve in an amicable and expeditious manner any dispute or difference that may arise between them under this agreement, first by negotiation and, failing resolution, then through an independent mediator. Any dispute or difference which has not been resolved within 21 days by either of these means shall be referred to binding arbitration, with a single arbitrator to be appointed in accordance with the Arbitration Act, 1991. All costs shall be assigned by the mediator/arbitrator.

SIGNAGE

The owners agree to allow the contractor to erect a sign in a conspicuous location on the lands until the completion date. The owners agree to allow the contractor to photograph the construction and the completed project and use this material only in direct promotion of the contractor's business including portfolios, websites and awards submissions. The owners agree to allow the contractor to distribute a promotional flyer in the direct area of the lands identifying the work and related disturbance to that area. The owners agree to allow the Renovation Contractor to visit the site with prospective clients. The owners will be notified in advance of these visits.

SUCCESSION

The contract shall ensure to the benefit of and binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns.

GOVERNING LAW

This Agreement shall be governed by and construed under the laws of the Province of Ontario. If any provision of this Agreement is void or is so declared, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect

NO WAIVER

No waiver by any party of any breach of any covenant, representation, warranty, proviso, condition or stipulation herein contained, whether express or implied, by any other party shall have any effect or be binding upon any party unless it is in writing and under the authority of such party, and any waiver whatsoever shall extend only to the particular breach so waived and shall not limit or affect the right of any party with respect to any other or further breach

The above specification, costs, and terms are hereby accepted.

December 19, 2023 at 9:09 AM EST

CRAIG EDEN

DATE

December 19, 2023 at 9:17 AM EST

DATE

December 19, 2023 at 9:40 AM EST

DATE