

**CONTRACTOR,**

Frecon Construction Limited  
1235 South Russell Rd.  
Russell, ON  
K4R 1E1



**and**

**SUBCONTRACTOR**

SAMPLE  
Standard Form of Agreement,  
for Contracts in excess of \$100,000.00

**DATE:** February 23, 2024  
**PROJECT:** Misc  
**PROJECT #:**

WHEREAS the Contractor has entered into a Prime Contract Agreement with \_\_\_\_\_, the "Owner",  
for the construction of: \_\_\_\_\_ Misc \_\_\_\_\_, the "Project",

AND, WHEREAS the Prime Contract includes the work to be performed under this Subcontract Agreement in accordance with plans and specifications prepared by \_\_\_\_\_ <architect> \_\_\_\_\_ the "Consultant",

AND, WHEREAS the Subcontractor has agreed with the Contractor to perform work of this Subcontract Agreement, and whereas the subcontractor and Contractor for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained;

NOW THEREFORE THIS SUBCONTRACT AGREEMENT WITNESSETH AS FOLLOWS:

**ARTICLE I - WORK TO BE PERFORMED**

The Subcontractor shall provide all labour, materials, equipment and services to perform all work of this Subcontract Agreement as described herein:

The work shall be performed in complete accordance with and subject to the terms and conditions of the Prime Contract Documents including, without limitations, such documents as the Drawings, Specifications, Instruction to Bidders, General Conditions, Supplementary General Conditions, Addenda, Bulletins, Project Schedule, LEED requirements and Frecon Construction Limited's Health & Safety, Violence & Harassment Policy and Program, which shall be incorporated herein by reference, and made part of this Subcontract Agreement, as if reproduced in their entirety herein.

**ARTICLE II - SUBCONTRACT PRICE**

The Contractor shall pay the Subcontractor for the work herein contracted the sum of **\$0.00** +HST including all other applicable taxes, subject to additions and deductions, and in accordance with the payment terms and conditions as provided in the prime contract as amended herein. Monthly payments will be made for value of work completed as approved by the Contractor and certified by the Consultant on behalf of invoices submitted by the Subcontractor before the 25th day of each month, less holdback of 10%. Payments will be made within ten (10) days of receipt of payment by the Contractor from the Owner.

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**ARTICLE III - SCHEDULE**

- 1) The Subcontractor shall start and complete the several parts and the whole of the work of this Subcontract as and when directed by the Contractor. The work shall start upon written notice by the Contractor, and shall proceed so as to not impede the progress of the project.
- 2) The Subcontractor recognizes that time is of the essence and that all parties, including the inspectors and manufacturers must work cooperatively to accommodate and achieve the Schedule, without jeopardizing the integrity of the systems. The Subcontractor will coordinate with other trades through the Contractor's Project Superintendent to ensure that the Schedule is maintained. Adequate manpower must be provided on-site to ensure that the Schedule is maintained. If no Schedule is provided with this Subcontract, the Contractor's schedule shall govern.
- 3) All Subcontract Work shall be completed in a timely manner to ensure total compliance with the Schedule. If deadlines and milestone dates have been delayed as a result of action or inaction of the Subcontractor; shift and/or weekend work by the Subcontractor may be required in order to return the Schedule back to the originally identified dates. Shift and/or weekend work to meet the Schedule is included as part of this Subcontract.
- 4) The Subcontractor is to clearly note the Schedule and time of year in which construction is taking place and will take all steps necessary to ensure the Schedule is met. No additional costs will be entertained by the Contractor for any claims by the Subcontractor due to weather and ground conditions.
- 5) If the Subcontractor at any time fails to perform the work in accordance with this agreement, the subcontractor shall immediately upon notice thereof by the contractor, provide and pay for any such additional forces, overtime work, and costs thereto as required to complete the work within the time established and/or pay for all additional costs incurred by the Contractor resulting from such delays.
- 6) Upon receipt of notification from the contractor of a failure to perform, the Subcontractor will take corrective measures within 48 hours. Failure of the Subcontractor to take and implement any and all necessary corrective measures may result in the Contractor performing the work on the Subcontractor's behalf, or termination of the contract, as the Contract deems necessary. The costs of such work will be charged back to the Subcontractor's account plus a 10% administration fee.
- 7) The Contractor may also at its discretion, set off any such costs against any monies owing to the Subcontractor.
- 8) The subcontractor's work shall be deemed to be substantially or totally performed when approved by the Contractor and certified by the consultant.

**ARTICLE IV – SUPPLEMENTARY SUBCONTRACT CONDITIONS**

- 1) Insofar as is applicable to the work of this Subcontract Agreement, the Subcontractor shall assume toward the Contractor all of the obligations assumed by the Contractor toward the Owner, and as such, wherever the words Owner and Contractor appear in the Contract Documents, they shall be read as Contractor and Subcontractor, respectively.
- 2) In case of any action, suit or claim against the Contractor or the Owner arising out of patent infringement on the part of the Subcontractor, the Subcontractor shall indemnify and save harmless the Contractor and/or the Owner from any damages as a result of such, and shall defend any such action at the expense of the Subcontractor under the direction and supervision of the Owner and/or Contractor.
- 3) The Subcontractor shall indemnify and hold the Owner, Architect/Engineer and the Contractor, their agents and employees harmless at all times from any and all claims, demands, losses, costs, profit, damages, actions, suits or proceedings arising out of their actions attributable to the Subcontractor's performance of the Subcontract. The Subcontractor shall further hold the Owner, Architect/Engineer and the Contractor, their agents and employees free and harmless from any and all claims or demands, howsoever caused that may arise or be made by any third party in respect of any act or omission of the Subcontractor.
- 4) The Contractor will provide to this Subcontractor, one (1) electronic set of drawings and specifications, in PDF format. It is the responsibility of the Subcontractor to notify the Contractor in writing within seven (7) days of receipt of contract of any missing drawings, specifications, addenda or other documents. Failure to do so implies receipt of all documentation.
- 5) The Subcontractor shall not assign or sublet this Subcontract or any portion thereof without the Contractor's written consent.
- 6) The Subcontractor agrees that he will employ labour under conditions satisfactory to the Contractor. The Subcontractor further agrees that in the event of labour disputes resulting from the Subcontractor or his employees' presence on the project, the Subcontractor will make such arrangements as may be necessary, in the opinion of the Contractor, to prevent delay to the work and expenses to the Contractor. The subcontractor must ensure that their site personnel are licensed in the Province of Ontario to practice their respective trade as required by local and provincial regulations.
- 7) All escalation in material, equipment and labour rates is included in this Subcontract.
- 8) The subcontractor shall attend regular site meetings as requested by the Contractor.
- 9) The subcontractor shall coordinate work under this Subcontract with work by other subcontractors.
- 10) The Subcontractor to protect any adjacent surfaces and properties from damage and is responsible for these damages if caused by the Subcontractor.
- 11) Subcontractor has included for phasing and the multiple trips and mobilizations required. Subcontractor is responsible for own survey, site measurements, and layout for this scope of work. Coordinate location of all work with Superintendent, Owner, Architect, and Engineer prior to commencing work. Subcontractor is responsible to field verify the existing site dimension and conditions prior to fabrication.
- 12) Owner, Architect, and Engineer prior to commencing work. Subcontractor is responsible to field verify the existing site dimension and conditions prior to fabrication.
- 13) Subcontractor has included for phasing and the multiple trips and mobilizations required

**ARTICLE V – INSURANCE REQUIREMENTS**

- 1) The Subcontractor shall provide, by way of insurance certificate, liability and property insurance. The liability policy is to be a comprehensive liability policy including coverage for, premises and operations, completed operations, blanket contractual, cross-liability, elevators and hoists liability (if applicable), contingent employers liability, personal injury, shoring and blasting (if applicable), environmental (if applicable), liability with respect to non-owned licensed vehicles, owned vehicles automobile liability, Contractors Equipment Insurance covering Subcontractor's construction machinery and equipment used for the performance of the Work, and boiler insurance on temporary boilers and pressure vessels (if applicable) each with a minimum limit of \$5,000,000. The Subcontractor shall provide the Contractor with proof of insurance of said policies by way of insurance certificate; which insurance certificate shall add Frecon Construction Limited as an additional insured, the insurance certificate shall provide a thirty-day notice to the Contractor of cancellation, termination or any change in the policy protection.
- 2) No Subcontract Work shall commence on site prior to the Subcontractor providing a valid original insurance certificate as outlined above. No payment will be made until a valid original insurance certificate, as outlined above, has been received by the Contractor.

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**ARTICLE VI – INVOICING REQUIREMENTS**

- 1) On or before the 25th day of each month Subcontractor shall submit to Contractor progress billings (original copies), identifying the above Subcontract No., covering the value of the Subcontract Work performed by Subcontractor for that entire month. Failure to provide submissions in accordance with this Section will result in the monthly progress billing being processed in the following month.
- 2) The Subcontractor is to provide with every monthly progress billing a valid WSIB certificate and the required Statutory Declaration. If the Subcontractor fails to provide such documents, the Contractor will not issue the related payments.
- 3) Monies owing on account only become due and payable once a valid WSIB clearance certificate has been received and an appropriate, properly executed CCDC statutory declaration.
- 4) If bonding applicable, monies owing on account only become due and payable once properly executed surety bonds has been received.
- 5) The contractor at its sole discretion may withhold payments until all required close-out documents, such as record drawings, Operations & Maintenance manuals, warranties, LEED documentation and specified turn-over materials have been received and signed for.

**ARTICLE VII – ADDITIONAL/EXTRA WORK**

- 1) The Subcontractor will provide a fully detailed labour, equipment and material breakdown and backup (i.e., original invoices from suppliers, rental companies and sub-subcontractors may be required) to the satisfaction of the Contractor of any extra work performed, contemplated Subcontract changes or additional work claims. Without this breakdown and backup, the Contractor reserves the right to reject costs submitted.
- 2) No extra work is to proceed unless authorized in writing by the Contractor’s Project Manager. The Contractor Superintendent’s signature for authorization of extra work and/or time and material work will not be accepted for payment unless previously authorized in writing by the Project Manager prior to the performance of the additional work. No extras are to be invoiced unless a Change Order has been issued by the Contractor.
- 3) The Subcontractor is hereby instructed not to entertain any direct instructions from Owner or consultants. All instructions are to be issued through the Contractor. If the Subcontractor reacts to any direct instructions other than those from the Contractor this is done at the Subcontractor’s own risk and expense entirely.
- 4) Subcontractor to review drawings prior to commencing work on site to ensure conflict with other trades and materials are avoided. Subcontractor will review the jobsite to confirm that the contract documents resemble the existing site conditions. No extras will be entertained for difference between the contract documents and the existing site conditions. The Subcontractor has examined all the contract drawings and has agreed that there will be no charges for minor co-ordination or alteration to the drawings which relate to this trade.

**ARTICLE VIII – SAFETY REQUIREMENTS**

- 1) The Contractor is committed to safety. The Contractor demands the same commitment from the Subcontractor and its employees.
- 2) Prior to commencing work on site the Subcontractor must provide a completed Ministry of Labour Registration of Constructor Form (Form 1000) to Frecon’s office and the site office. Any Subcontractor to this subcontractor must also provide the same to the site office prior to beginning work on site. One copy of all Registration of Constructor Forms must be kept on site.
- 3) The Subcontractor agrees to review, respect and comply with the Contractor’s Health & Safety, Violence & Harassment Policy and Program, a copy of which is available on our website. ([www.frecon.ca](http://www.frecon.ca))
- 4) The Subcontractor agrees to review, respect and comply with all necessary safety procedures and requirements on the project in accordance with all applicable safety legislation passed by Federal, Provincial and local authorities who have jurisdiction to health, safety and environmental issues on site. The Subcontractor shall be responsible for all costs arising from breaches of such safety legislation under this Subcontract.
- 5) The Subcontractor acknowledges that the Contractor has disciplinary procedures which will be in effect on this job site.
- 6) The Subcontractor agrees that they will not access the site at any time without the authorization of the Contractor.
- 7) The Subcontractor shall have a copy of their Health and Safety Policy and Program on site and if requested to do so shall supply it to the Contractor for their review. The Subcontractor shall take all reasonable steps to ensure that its employees (which include persons delivering supplies or materials that are not direct employees) are properly instructed, trained, equipped and motivated to work safely and shall submit proof of such training. Without proof of training the Subcontractor’s employees will not be allowed on site.
- 8) The Subcontractor acknowledges and agrees that the Contractor shall have authority to speak with and possibly issue instructions and directives to all of the Subcontractor’s personnel on site in respect to any matter which could reasonably be understood to affect the safety of any person and the Subcontractor will instruct its employees to abide by any such instructions or directives given. The Subcontractor acknowledges and agrees that should any of its personnel fail to abide by any such directives given by the Contractor, such personnel will be removed from the site and will not be permitted to return without the express approval of the Contractor.
- 9) The Subcontractor agrees to appoint one of their workers as a supervisor which exceeds Section 15 of Regulation 213/91 and this person must meet the OHSa definition of a “competent person” who shall be on site and is to fulfill the duties and obligations under Section 27 of the OHSa.
- 10) The Subcontractor is to submit electronically up-to-date copies of MSDS’s / SDS’s to the Contractor for hazardous products brought on site initially and as other products are brought on site. The Subcontractor is to have current copies of all their hazardous product’s MSDS’s / SDS’s available on site for viewing by any worker that may come in contact or be exposed to the product(s).

**ARTICLE IX – CLEAN-UP REQUIREMENTS**

- 1) The Subcontractor agrees to adhere to job clean-up arrangements established by the Contractor. The Subcontractor will clean up debris and construction waste caused by its forces and transport same to municipal dumping grounds at regular intervals. Where a project has been designated a LEED project, the subcontractor is to provide the necessary documentation for all debris and waste removed from the site. Without limiting this Subcontractor’s responsibility in this regard, it is recognized that it is generally difficult to assess individual responsibility and/or costs for clean-up of minor items such as coffee cups, bottles, food wrappers, and dust and dirt from general construction activity, which require broom sweeping. Housekeeping does not include debris or waste from Subcontractor construction. Therefore, in order to maintain a clean job throughout, the Subcontractor will provide a man or men for a composite cleaning crew or will pay for clean-up to be performed by the Contractor. The Subcontractor is always responsible to remove any and all debris which is recyclable as defined by the local municipality at his expense.
  - a) A charge to the Subcontractor of \$5.00 for each man day of work performed on site by the Subcontractor will be applied if the Subcontractor does not provide labour for the composite cleaning crew.

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**ARTICLE X – SITE ACCESS AND DELIVERIES**

- 1) All related cartage, storage, hoisting and distribution costs are included in this Subcontract.
- 2) This Subcontractor includes all scaffolding, equipment lifts and other work platforms and supports as required by work of the Subcontractor.
- 3) Access for the Subcontractor’s deliveries and work will be coordinated with the Contractor’s Superintendent.
- 4) Subcontractor is responsible for the repairs to any damage caused in transit or hoisting.
- 5) Supply all necessary labour, material and equipment required to hoist all materials to required areas. Supply and install of temporary protection to protect material delivered to site is the responsibility of the Subcontractor. Remove and reinstall safety railing if necessary.
- 6) The Subcontractor is responsible for designating delivery dates, obtaining shop drawings, receiving and unloading products, inspecting products, and providing quality inspection information from suppliers. Provide flagman on the site, inside hoarding area while vehicle or equipment is either backing up or moving within the site, irrespective of whether it is loaded or empty.
- 7) Provide flagman on the premises, outside the hoarding area, to closely monitor, direct and guide movement of vehicle or equipment, to ensure safety of the staff and common public moving around the site in general and at the entrances to the site.
- 8) Clean and wash down all equipment prior to leaving site so as not to transport soil and debris to adjacent roadways.
- 9) Subcontractor has included for all barriers, barricades, traffic control, flagmen, any road closures and signage required in order to complete offloading, hoisting, and installation for this scope of work.
- 10) Subcontractor has reviewed the job site and is fully aware of the proximity to adjacent activities. The Subcontractor will take this into consideration during planning and will submit procedures for the offloading, hoisting, and installation for this scope of work for review by the Contractor prior to commencing work.

**ARTICLE XI – PROJECT CLOSE OUT**

- 1) The subcontractor shall complete and submit all documentation required by the Owner for building turnover. Maintain and provide record drawings. Final progress draw will not be released until all submittals have been received. Provide drawings in CAD and electronic format where specified. Provide a minimum of six (6) copies of maintenance manuals for review no later than one month prior to Substantial Completion or as requested by the Contractor. Warranties must include the wording “Warranty (including Extended Warranty) to commence from the date of Substantial Completion as certified for the period outlined in the specification and/or a minimum of two (2) years (whichever is greater).
- 2) All deficiencies to be completed within three (3) working days of receipt of a deficiency list failing which the Contractor reserves the right to complete the noted deficiencies identified and offset any costs associated with rectifying deficiencies against the Subcontract, plus a 10% administration fee. If deficiencies cannot be completed within three (3) working days, the subcontractor is to notify the Contractor in writing as to why deficiencies cannot be complete (i.e. material delivery) and when they will be complete.

**ARTICLE XII – SECURITY REQUIREMENTS**

- 1) The subcontractor shall comply with all necessary security requirements as outlined by the Owner and cooperate with same.
- 2) The subcontractor will submit to the Contractor a copy of all workers who possess the necessary security clearances.
- 3) The subcontractor will submit to the Contractor a copy of all security forms for individuals intending to be placed on the project site.
- 4) The subcontractor assumes full responsibility for the clearances of its workers and any delays which may occur, the subcontractor agrees that the Contractor cannot control the process and the Subcontractor is responsible for any delays to the project which may occur due to the subcontractors’ lack of a cleared workforce.
- 5) The subcontractor will ensure no employee of the subcontractor will be permitted to access the site without having security clearance.

**ARTICLE XIII – SPECIAL CONDITIONS**

- 1) Additional Supplementary Subcontract Conditions, as required and applicable, are attached to and included in the agreement as:

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**ARTICLE V - AGREED AND ACCEPTED BY:**

**SUBCONTRACTOR**

SAMPLE

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**AND CONTRACTOR**

Frecon Construction Limited

Signed: \_\_\_\_\_

Name: Dean Drevniok, P.Eng.

Title: President

Date: \_\_\_\_\_

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