



GENERAL CONTRACTORS • DESIGN BUILDERS • CONSTRUCTION MANAGERS

Respond to Russell Office Respond to Kingston Office Respond to Pembroke Office

TO: SAMPLE
Standard Form of Agreement
for Supply Only

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

FAX:

TEL:

TERMS: 7 days from receipt of owner
(No HB if under \$10,000.00)

ATTN: SAMPLE

SUBTRADE PURCHASE ORDER #: 00000.002S

All of the below items to be provided must comply with the plans, specifications, general conditions, and all addenda. Please sign and return within 72 hours. Any changes to this purchase order will null and void same.

Current insurance and statutory declarations are required for monthly release of any payments. 10 % holdback applies unless the above Terms state otherwise.

DESCRIPTION

Subtotal:	\$0.00
HST:	Extra
Total:	<u>\$0.00</u>

Accepted By:
SAMPLE

Issued By:
Freon Construction Limited

Signed: _____

Signed: _____

By: _____

By: Dean Drevniok, P.Eng.

Date: _____

Date: _____

CC: Project Manager Initials: _____
F: 00000.002S



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SUPPLEMENTARY CONDITIONS: 00000.002S

ARTICLE I – SCHEDULE

1. 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.
2. The subcontractor's work shall be deemed to be substantially or totally performed when approved by the Contractor and certified by the Consultant.

ARTICLE II – 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. All escalation in material, equipment and labour rates is included in this Subcontract.
7. Subcontractor has included for phasing and the multiple trips and mobilizations required.
8. 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.

ARTICLE III – 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.

ARTICLE IV – 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 Statutory Declaration. If the Subcontractor fails to provide such documents, the Contractor will not issue the related payments.
3. 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 V – ADDITIONAL/EXTRA WORK

1. No extra work is to proceed unless authorized in writing by the Contractor's Project Manager.
2. 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.



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ARTICLE VI – 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 trailer prior to beginning work on site. One copy of all
3. Registration of Constructor Forms must be kept on site.
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)
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 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 VII – SITE ACCESS AND DELIVERIES

1. All related cartage, storage, hoisting and distribution costs are included in this Subcontract.
2. Access for the Subcontractor's deliveries and work will be coordinated with the Contractor's Superintendent.
3. Subcontractor is responsible for the repairs to any damage caused in transit or hoisting.

ARTICLE VIII – 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 IX – 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.