

PROJECT NAME _____

SUBCONTRACT AGREEMENT # _____

BETWEEN

A company incorporated under the laws of Alberta
(Hereinafter called "the Contractor").

AND

(Hereinafter called "the Subcontractor").

WHEREAS the Contract Documents hereinafter defined includes the work to be performed under this Agreement;

AND WHEREAS the Subcontractor has agreed with the Contractor to construct, install and complete the portion(s) of the project and supply the materials necessary therefore as hereinafter set forth;

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 AGREEMENT WITNESSETH AS FOLLOWS:

Article 1.00 THE WORK

1.01 The Subcontractor will supply all labour, competent supervision, materials, tools, and equipment necessary to construct, install and complete the following portion(s) of work (the "Work") namely: _____.

1.02 In accordance with the following Appendices:

- Appendix A Subcontractor's Quotation
- Appendix B Subcontractor's Clarifications and Qualifications
- Appendix C Prime Contract (copy available upon request)
- Appendix D Construction Schedule
- Appendix E List of Drawings and Specifications

All in a proper and workmanlike manner and in accordance with the requirements and the terms and conditions of both the Prime Contract Documents (including, without limitation, such documents as drawings, specifications, instructions to bidders, terms and conditions, addendums) and this Subcontract Agreement, including the subcontract conditions and Attachments forming part thereof (hereinafter called the "Contract Documents" or "this Agreement").

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The Subcontractor shall not remove any materials or equipment brought onto the Project for incorporation into the Work without the written authority of the Contractor.

- 1.03 The Subcontractor agrees that as may be applicable to the Work to be performed and materials to be provided under this Agreement, the Subcontractor assumes towards the Contractor the obligations of the Contractor towards the Prime Contractor and the Owner, under the Prime Contract (available on request), and shall be bound by all instructions of the Consultant to the same degree as the Contractor is bound, all to the satisfaction of the Owner and the Prime Contractor.
- 1.04 The Subcontractor acknowledges that this Contract Document is a complete agreement and is not to be interpreted by reference to any previous document or understanding of prior date except as may be specifically referred to herein.
- 1.05 Qualifications or exclusions contained in the Subcontractor's proposal and/or quotation are not accepted unless specifically incorporated into this Agreement either through wording changes or attached appendices and agreed upon by the Contractor.
- 1.06 The acceptance of your tender and the entering into a Subcontract is subject to approval being received from the various bodies having jurisdiction over the Work.

ARTICLE 2.00 PAYMENTS

- 2.01 The Contractor agrees, subject to additions and deductions for changes as may be determined in accordance with the terms of the Contract Documents, to pay to the Subcontractor the sum of \$_____.
- 2.02 The Subcontractor shall submit proper monthly Progress Draws by the 20th day of the month. Payment by the Contractor to the Subcontractor net of any applicable holdback shall become due and payable after certification of the proper estimate by the Architect/Engineer and the Contractor receives payment pursuant to the terms and conditions of the Contract Documents from the Prime Contractor or the Owner, respecting such work. Payment for material on site included in Progress Draws shall be in accordance with the terms of the Contract Documents and subject to the approval of the Architect. Ten percent (10%) of the value of all work done and material furnished, shall be held back and released in accordance with the applicable Construction Lien Legislation in force at the place of the Work. Final Holdback payment shall be made five days after the expiration of the statutory limitation period stipulated in the lien legislation, upon the delivery of a waiver of lien by the Subcontractor, and his subcontractors and suppliers, if any, and provided that an amount equivalent to and representing such final payment has been received by the Contractor from the Owner, provided all provisions of the applicable Construction Lien Legislation has been complied with and all times therein set out have passed and that there are not substantial claims against the Work for which the Subcontractor is totally and/or partially responsible.

- 2.03 It is mutually agreed between the parties hereto that no certificate given or payment made under this Agreement, except the final certificate shall be conclusive evidence of the performance of this Agreement, either wholly or in part, and that no payment by the Contractor shall be construed to be an acceptance of any portion of the Work which is not in accordance with the requirements of this Agreement, plans, specifications, or drawings, etc., nor shall such payment constitute any acceptance by the Contractor that the amounts invoiced correctly represent the proper value of the Work completed.

- 2.04 Unless stated otherwise under the Payment section of this Agreement, the Subcontractor shall pay the government sales taxes, custom duties and excise taxes with respect to this Agreement. Where any exemption or recovery of such taxes and duties if available under this Agreement, the Subcontractor shall provide the Contractor with all necessary assistance required to facilitate such exemption or recovery. The monies recovered shall accrue to the benefit of the Contractor.

- 2.05 Monthly Progress Draw breakdowns as per the schedule of values, to be determined.

ARTICLE 3.00 NOTICE AND ADDRESSES FOR NOTICE

All Notices shall be in writing and in accordance with the provisions outlined in the Contract Documents. Addresses and contact person for written Notice for the parties under the Contract Documents are:

Contractor: _____
Contact: _____
Address: _____

Subcontractor: _____
Contact: _____
Address: _____

ARTICLE 4.00 LAW OF THE CONTRACT, REGULATIONS AND PERMITS

- 4.01 The Subcontractor agrees to comply with all laws, rules and ordinances, federal, provincial, municipal or otherwise, including rates of wages and hours of labour for his employees, and to comply with the requirements of the Building Department whenever they affect the Project, the Owner, Architect, Engineer or Contractor and to save and hold harmless and to indemnify the Owner, Architect, Engineer and the Contractor from all fines and losses resulting from the failure of the Subcontractor, his employees, agents and subcontractors, to comply as foresaid.
- 4.02 The Subcontractor shall obtain all permits, licenses and certificates relative to the Work.

ARTICLE 5.00 SUBMISSIONS – DETAIL DRAWINGS, SPECIFICATIONS, SHOP DRAWINGS, AS BUILT DRAWINGS, SAMPLES, ETC.

- 5.01 The Contractor will determine the number of copies of shop drawings as may reasonably be required together with the procedure and schedule to transfer of same and the Subcontractor shall supply such shop drawings.
- 5.02 The Subcontractor shall supply all as-built drawings, maintenance manuals, instructions, brochures, guarantees, warranties, certificates and other similar documents, as required of it by the Contract Documents in a manner and at a time stipulated by the Contractor but an any event not later than the Subcontractor's final progress estimate or two weeks before the Architect's/Engineer's final inspection, whichever is earlier.
- 5.03 The Subcontractor shall furnish the Contractor such "mock-ups" (trial assemblies) and samples, as may reasonably be required at such times and in the manner requested by the Contractor.

ARTICLE 6.00 INSPECTIONS AND TESTING

- 6.01 The Subcontractor shall at all times provide sufficient, safe and proper facilities for inspection by the Engineer and the Contractor of the Work done and of materials furnished hereunder by the Subcontractor. Such inspection may be made at the site of the Work, or at shops or at any other place where materials required hereunder are in the course of preparation, manufacture, treatment or storage. The Subcontractor shall within twenty-four hours after receiving written notice from the Contractor to that effect, proceed to remove from the Project all materials condemned by the Engineer or Contractor whether worked or unworked, and to take down all portions of the Work, which the Engineer or Contractor shall by like written notice condemn as unsound or improper, or as in any way failing to conform to the drawings and specifications, and shall make good at his expenses all work in other lines damaged by such removal.

- 6.02 The Contractor or its representative shall have full and free access to the shops, factories or other places of business of the Subcontractor, and his subcontractors of the Subcontractor after notice to the Subcontractor, in order that the Contractor may inform itself as to the general condition and progress of the Work herein contemplated.
- 6.03 The Subcontractor shall furnish the Contractor with any tests and designs related to the Work as may be required by the Contractor in addition to tests and designs called for in the Contract Documents.

ARTICLE 7.00 INDEMNIFICATION

- 7.01 The Subcontractor agrees to indemnify and save harmless the Owner, Prime Contractor and the Contractor from and against all claims, suits, judgments and damages brought, recovered or executed against them or either of them for or on account of any omission or negligence of the Subcontractor, his agents, employees or his subcontractors, as well as against any claims by employees of the Subcontractor or his Subcontractors or the dependents of any such employees under the provisions of any Worker's Compensation Act in force in any locality in which any of the work herein contracted for is being executed, and the Subcontractor will moreover procure and maintain adequate insurance or other security satisfactory to the Contractor to protect the Owner, Prime Contractor and the Contractor and keep them and each of them indemnified from and against any and all such claims, suits, judgments or damages mentioned hereinabove. The aforementioned insurance shall comply with the requirements further stated in ARTICLE 26.00 herein.
- 7.02 The Subcontractor agreed to indemnify and save harmless the Contractor, Prime Contractor and the Owner of the Project on which the Work herein contracted for is being executed against all damages which they or either of them may sustain by reason of anything to be supplied hereunder being covered by a patent, and at the expense of the Subcontractor to defend any action brought against the Contractor or the Owner founded upon the claim that any such thing, or part thereof, infringes any such patent.
- 7.03 The Subcontractor shall further indemnify the Contractor, Prime Contractor and the Owner against all actions, claims or proceedings for infringement of any royalties or other payments which may be payable in connection with any such royalty rights in carrying out this Subcontract.
- 7.04 The Subcontractor agrees to indemnify and save harmless the Owner, Prime Contractor and the Contractor from and against all claims, suits, judgments and damages brought, recovered or executed against them or either of them for or on account of any omission or negligence by the Subcontractor, his agents, employees or subcontractors or a breach by the Subcontractor or his subcontractors of any provision of the Contract Documents.

ARTICLE 8.00 ERRORS AND OMISSIONS

8.01 If the Subcontractor in the course of the Work finds a discrepancy between the plans and specifications and the physical conditions of the Work or any errors in the plans, specifications or in the points given for the construction of the Work, it shall be his duty to immediately inform the Contractor in writing of such discovery and any work done after such discovery, until authorized in writing, will be done at the Subcontractor's risk.

ARTICLE 9.00 HOUSEKEEPING AND CLEANUP

9.01 The Subcontractor shall on a daily basis keep the premises upon which the Work is to be performed, free from accumulation of waste material or rubbish, and at the completion of the Work shall remove all rubbish and waste material so that the Work is left in a clean condition according to such standards as the Contractor, or any municipal or other governmental authority having jurisdiction shall determine.

9.02 Upon completion of the Work, the Subcontractor shall remove his surplus products, tools, construction machinery and equipment not required for the performance of the Work. Completion of the Work shall not be attained until the Subcontractor has removed its surplus products, tools, construction machinery and equipment, as well as all waste products and debris.

9.03 Should the Subcontractor fail to adhere to the above, written notice will be given. Non-compliance will result in back charges by the Contractor to the Subcontractor for cleanup.

ARTICLE 10.00 TEMPORARY SERVICES AND FACILITIES

10.01 Notwithstanding any stipulations in other contract documents, it is mutually agreed that any storage, site office, site shops, or any of the Contractor's equipment will be available to the Subcontractor only at the Contractor's discretion and on mutually agreed terms.

10.02 The Subcontractor shall be responsible to arrange and pay for their site services.

ARTICLE 11.00 MEETINGS

11.01 The Subcontractor agrees to attend in person or by representative with full authority to make decisions at such meetings as may be called by the Contractor for the purpose of expediting the progress of the Work.

ARTICLE 12.00 CO-ORDINATION OF WORK WITH OTHER SUBCONTRACTORS

12.01 The Subcontractor agrees to co-operate with the Contractor and with all other subcontractors with whose work that of the Subcontractor may come in contact, in order to avoid any conflict and insure a first-class workman-like job in every respect. The Subcontractor shall do all cutting and patching necessary to make the Work match that of other trades and shall repair at his own expense any damage done to other trades as a result.

ARTICLE 13.00 COMMENCEMENT OF SUBCONTRACTOR'S WORK AND PROGRESS SCHEDULE

13.01 Unless otherwise herein specifically provided, the Subcontractor shall commence work on all materials and labour, including the supply and assembly thereof, within three (3) calendar days after receiving notice from the Contractor to do so, and he shall proceed to complete the Work so as to enable the Contractor to complete the Project by the date fixed for the completion in the Contract Documents or in the original or revised job progress schedules.

13.02 If the Subcontractor is not making sufficient progress in the performance of the Work herein called for and thereby causing or threatening to cause delay in the general progress of the Project, the Contractor shall have the right to investigate the cause of delay and to correct it. All expenses incurred by the Contractor as a result shall be charged to and paid by the Subcontractor.

13.03 In entering into this agreement with the Contractor to provide materials and/or services, the Subcontractor understands and agrees that it is a critical term to this Agreement reached between the Subcontractor and the Contractor that the delivery date for the supply of the Subcontractor's product and/or services be met. If the Subcontractor fails to provide such services, product and/or materials on time as per the delivery schedule, the Subcontractor agrees that any and all damages suffered by the Contractor as a result of the Subcontractor's failure and delay in providing such materials and/or services on time per the scheduled delivery date, the Subcontractor shall be responsible and it agrees to indemnify the Contractor with respect to any and all damages suffered as a result of any delay or failure to meet the schedule for the supply of materials and/or services.

ARTICLE 14.00 CONTRACTOR'S RIGHT TO SUSPEND WORK OF THE SUBCONTRACTOR OR TERMINATE THE CONTRACT

14.01 The Contractor has the authority in an emergency to stop the progress of the Work whenever, in his opinion, such stoppage may be necessary to ensure the safety of life, or any part of the Project, or neighbouring property. The Contractor has the authority to make changes and to order, assess and award the costs of work extra to the Contract Documents or otherwise as may, in his opinion, be necessary to ensure such safety.

- 14.02 In the event of the insolvency or bankruptcy of the Subcontractor this Agreement shall be suspended but may be reinstated and continued if the Contractor, the liquidator or trustee of the Subcontractor and the surety, if any, so agree. If no agreement is reached, the Subcontractor shall be considered in default and the Contractor may give written notice of default to the Subcontractor as provided in 14.03 herein, terminate this Agreement and proceed to complete the Work. Any cost to the Contractor including any legal costs on a solicitor and client basis in excess of the contract price stipulated in this Agreement and arising from the suspension of this Agreement or the completion of the Work by the Contractor, will be payable by the Subcontractor and/or his sureties. In the event of termination pursuant to this Clause, the total amount payable under this Agreement shall in no event be greater than the amount certified by the Architect as of the date of default, after adjustment for any setoff, charges or costs provided for in this Agreement.
- 14.03 If the Subcontractor at any time fails, delays, or refuses to perform the Work, or any part thereof, including the provision of materials and labour of proper quality and quantity in a manner required by the Contract Documents or fails to perform any provisions contained in the Contract Documents, the Contractor may give the Subcontractor written notice specifying such default by the Subcontractor and if such default shall continue for a period of two days the Contractor, without prejudice to any other right or remedy it may have, may make good such deficiencies and deduct the cost thereof from the payment then or thereafter due to the Subcontractor or may terminate this Agreement, and may, for the purposes of completing the Work take possession of all materials, tools and appliances upon the Project, and may either complete this Agreement itself or employ any other person, firm or corporation to do so, charging all costs incurred, including any legal costs on a solicitor and client basis, to the Subcontractor.
- 14.04 The Subcontractor shall not be entitled to receive any further payment under this Agreement until the Work shall be wholly finished at which time if the unpaid balance of the amount to be paid under this Agreement shall exceed the expenses incurred by the Contractor in finishing the Work such excess shall be paid by the Contractor to the Subcontractor but if such expense shall exceed such unpaid balance, the Subcontractor shall pay the difference to the Contractor.

ARTICLE 15.00 SUBCONTRACTING AND ASSIGNMENT

- 15.01 The Subcontractor agrees not to subcontract or assign this Agreement or any portion thereof without the consent in writing of the Contractor.
- 15.02 The Subcontractor will not assign payments under this Agreement without written consent of the Contractor, provided always, however, that the Subcontractor by reason of this provision will not be precluded from assigning or pledging the benefits of this Agreement in the normal course of business. The Subcontractor agrees that the list of names of his subcontractors be supplied prior to the signing of this Agreement is the list of his subcontractors to be used to carry out those portions of the Work noted thereon and he shall not employ any to whom the Contractor may reasonably object.

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No such subcontracting by the Subcontractor will relieve him from any obligations under this Agreement.

ARTICLE 16.00 SETOFFS AND PAYMENTS OF CLAIMS AGAINST THE SUBCONTRACTOR

- 16.01 If the Subcontractor should become bankrupt or insolvent or have a receiving order made against him or if a final judgment is recovered against him and is not satisfied by him or if the Subcontractor should fail or refuse to promptly pay or settle account and/or claims against him with respect to the Work or if a Lien should be claimed or filed with respect to the performance of the Work by the Subcontractor, then, and on any such occurrence, the Contractor, after five (5) working days written notice in cases other than bankruptcy, insolvency or a receiving order, shall have the right to pay such sums as may be necessary to satisfy such claims and shall have the right to setoff the sums so paid against any monies otherwise payable to the Subcontractor under this Agreement or any other agreement between the Contractor and the Subcontractor.
- 16.02 The Subcontractor shall promptly and satisfactorily settle and pay for all accounts or claims on the Work. If, after having received five (5) working days written notice from the Contractor to settle and pay such accounts or claims the Subcontractor fails or refuses to settle same the Contractor shall have the right to pay such accounts and/or claims for the account of the Subcontractor and the receipt issued to the Contractor with respect to such account and/or claim shall be conclusive evidence as to such payments and the amount thereof. Notwithstanding the foregoing provision, the Subcontractor shall not be required to pay any such account or claim if he has a reasonable ground for disputing same and the Contractor in these circumstances will only have the right to pay or settle such accounts and/or claims in such matter as, in its opinion, will not prejudice the Subcontractor's right to dispute same.

ARTICLE 17.00 DELAYS

- 17.01 Should the Subcontractor be obstructed or delayed in the execution or completion of the Work by the act, neglect, delay or default of the Contractor or Engineer, Architect, Consultant or by any other Subcontractor employed by the Contractor upon the Work, or any damage which may happen by fire, lightning, earthquake, or hurricane, or by legal strikes, and/or lock-outs by or against the Subcontractor's employees or by legal strikes, and/or lock-outs of employees by or against the Contractor, or subcontractors or suppliers or material, then the time fixed for the completion of the Work shall be extended for a period equivalent to the time lost by reasons of any or all of the causes aforesaid; but no such allowance shall be made unless a Notice of Claim for same is presented in writing to the Contractor in accordance with the provisions outlined in the Contract Documents, if the parties hereto cannot agree upon the length of such extension the same shall be decided as provided for herein.

- 17.02 Permitting the Subcontractor to continue work after the time to complete, shall not be construed as a waiver of damages for non-compliance with the time clauses and the Subcontractor herewith agrees that this provision of this Agreement shall be notice that permission to continue work after the contract time has expired shall not constitute a waiver thereof.
- 17.03 In any event, the liability for delay for which the Subcontractor is liable to the Contractor shall not be less than the liability of the Contractor to the Owner on account of the same delay

ARTICLE 18.00 OVERTIME

- 18.01 Provided the Subcontractor is not in default in any of the provisions hereof, and if in order to expedite the final completion of the Project, or general or special work thereon, the Contractor may authorize the Subcontractor to work overtime, it is agreed that the Subcontractor shall work overtime, and it is understood that the Contractor is to pay only the actual cost of such overtime over the rate for the regular rate. Time sheets covering overtime must be signed and approved daily by the Contractor's Superintendent. No fees or mark-up for overhead or profit is to be charged by or allowed to the Subcontractor for or on account of such overtime. It is understood and agreed that the above consideration will not be applicable to shift work or other variation in normal starting and/or quitting time established to suit special conditions.

ARTICLE 19.00 CHANGES

- 19.01 The Subcontractor shall be governed by the provisions regarding Changes to the Work in accordance with the Contract Documents.

ARTICLE 20.00 SETTLEMENT OF DISPUTES

- 20.01 The Subcontractor will carry out the instructions of the Contractor relative to the Work. The Contractor will decide on matters pertaining to this Agreement and instruct accordingly. Should the Subcontractor hold such instructions to be at variance with this Agreement or to involve changes in work already built, fixed, ordered or in hand or to be given in error, he shall notify the Contractor before proceeding to carry them out. If the Contractor and the Subcontractor fail to reach agreement with respect to any such instruction and the Contractor decides to have such instruction carried out, the Subcontractor shall comply with such instruction without delay. Any unresolved questions of difference of cost resulting from any such instruction may be decided in the matter provided by item 20.02 hereof.
- 20.02 Should any dispute arise between the parties, in any way pertaining to this Agreement, or to the Work to be performed thereunder, it shall be disposed of in the same manner, by the same Court, and at the same time, as any similar dispute on the same matter is to be disposed of as provided by the Contract Documents. The Contractor and Subcontractor shall take such steps diligently as may be necessary to give due effect to this provision.

ARTICLE 21.00 LABOUR COMPATIBILITY

21.01 The Subcontractor, in the performance of his obligations under this Agreement, agrees to employ only labour which is satisfactory to the Contractor. In the event of an actual or threatened objection or grievance by, to, or on behalf of labour employed on the site or by any union, the Subcontractor shall make such arrangements and take such action as may be necessary, in the opinion of the Contractor, to prevent any strikes, slowdowns, or other delays and to prevent any damages and expenses to the Contractor. The cost of such arrangements or actions and the costs of any damages or expenses to the Contractor, or the cost of any expenses for which the Contractor may become liable, will be paid by the Subcontractor.

ARTICLE 22.00 SUBCONTRACTOR'S SUPERVISION

22.01 The Subcontractor shall keep on the Project, during the course of the Work, a designated responsible person and any necessary assistant, all satisfactory to the Contractor. This person shall not be changed except with the consent of the Contractor, unless they prove to be unsatisfactory to the Subcontractor and/or ceases to be in his employ. This person shall represent the Subcontractor in his absence and directions on any matters given to him shall be held to be given to the Subcontractor

ARTICLE 23.00 GUARANTEES AND WARRANTY

23.01 The Subcontractor hereby guarantees the Work in accordance with the Contract Documents. No payment to the Subcontractor and no partial or entire use of occupancy of the Work by the Owner shall be construed as an acceptance of any work or material not in accordance with this Agreement.

23.02 The Subcontractor hereby agrees to repair and make good any damages or fault in the Work in accordance with the Contract Documents as the result of imperfect or defective work done or material furnished by the Subcontractor, but nothing contained herein shall be construed as in any way restricting or limiting the liability of the Subcontractor under the laws of Municipality, County or Province in which the work is being done.

23.03 The Subcontractor provides a Warranty to the Contractor, the Architect, the Engineer and the Owner, against loss or damage arising from any defects in material or workmanship furnished by the Subcontractor under this Agreement for such a period as the Contractor is liable under the Common or Statue law or in accordance with the specific terms of the Contract Documents after the issuance of a Final Completion Certificate for the Project, notwithstanding, the Warranty Period shall not be less than 12 months.

ARTICLE 24.00 SAFETY AND ACCIDENT CONTROL

24.01 The Subcontractor, his employees, and his subcontractors shall comply with all current Occupational Health, Fire, Safety, and other rules and regulations in force at the place of the Work and at the time the Work is taking place.

24.02 It is a condition of this Agreement that the Subcontractor, and his subcontractors, employees, suppliers, etc. agree to perform the work in accordance with the Prime Contractor's Safety Policy, in accordance with the Contract Documents and procedures available at the jobsite.

ARTICLE 25.00 WORKERS COMPENSATION INSURANCE

25.01 At any time during the term of this Agreement, and when requested by the Contractor, the Subcontractor shall provide such evidence of compliance by himself and any or all of his subcontractors with all requirements of the Province or Territory of the place of the Work with respect to payments due under the applicable legislation. Progress payments will be held pending compliance to same.

ARTICLE 26.00 GENERAL LIABILITY, AUTOMOBILE LIABILITY, TOOL/EQUIPMENT LIABILITY, AND FIRE INSURANCE

26.01 Except as otherwise provided in the Contract Documents:

Prior to the start of the Work the Subcontractor shall procure for the Work, and maintain in force for the duration of the Project, the following insurances in the amounts and forms acceptable to the Contractor:

- a) Comprehensive General Liability Insurance including, but not limited to, coverage for contractual liability, tortuous liability, Subcontractor's protective liability, and products/completed operations liability to be carried for a 24 month term after substantial completion of the Work, on an occurrence basis. (NOT LESS THAN \$5,000,000.00).
- b) Automobile and Aircraft Liability Insurance covering all motor vehicles and aircraft owned and/or licensed by the Trade Contractor (including owned, non-owned, and hired units). (NOT LESS THAN \$5,000,000.00).
- c) Contractor's Equipment Insurance covering construction machinery, and equipment used by Subcontractor for the performance of the Work.

26.02 All coverage outlined in 26.01 above shall not allow subrogation claims by the Subcontractor's insurers against the Owner or the Contractor.

- 26.03 The Contractor, Owner, and others as may be determined by the Contract Agreement, shall be named as Additional Insured on each of the policies referred to in Item 26.01 (a) above.
- 26.04 The Subcontractor shall maintain in effect all insurance coverage required under this Agreement at the Subcontractor's sole expense and with insurance companies acceptable to the Contractor.
- 26.05 All insurance policies shall contain a provision that the coverage's affected thereunder shall not be cancelled or neither renewed, nor restrictive modifications added, until at least thirty (30) days prior written notice has been given to the Contractor unless otherwise specifically required in the Contract Document.
- 26.06 Certificate(s) of Insurance, or certified copies of policies acceptable to the Contractor shall be filed with the Contractor prior to the commencement of the Subcontractor's Work.
- 26.07 In the event the Subcontractor fails to obtain or maintain any insurance coverage required under this Agreement, the Contractor may purchase such coverage and charge the expense thereof to the Subcontractor, or terminate this Agreement.
- 26.08 The Prime Contractor / Owner will arrange for and maintain property insurance. It is the responsibility of the Subcontractor to satisfy himself as to the adequacy of such insurance.
- 26.09 The Subcontractor and/or his subcontractors shall be responsible for any deductible amounts under the policies as may be applicable to their operation.

ARTICLE 27.00 BONDS AND SURETY

- 27.01 The Subcontractor shall be governed by the provisions regarding Bonds and Surety in the Work in accordance with the Contract Documents.

ARTICLE 28.00 PROTECTION OF WORK AND PROPERTY

28.01 The Subcontractor shall adequately protect all the Work from damage, and shall not cause damage to the work or property of others.

28.02 In the event of any damages to the work or property of others the Subcontractor shall be responsible for the making good of such damage at the Subcontractor's expense.

ARTICLE 29.00 PARTIAL OCCUPANCY

29.01 Should the Architect/Engineer/Owner request Partial Occupancy, the Subcontractor shall prepare the portion of the Work necessary for Partial Occupancy. The Contractor shall endeavour to make arrangements with the Architect/Engineer/Owner to accept those portions to be used.

ARTICLE 30.00 RIGHTS AND REMEDIES

30.01 The duties and obligations imposed by this Agreement shall not constitute a waiver of any right or duty afforded it under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

IN WITNESS THEREOF the parties hereto have executed this Agreement the day and year first above written.

SIGNED, SEALED AND DELIVERED

In the presence of

CONTRACTOR

(Seal)

Name and title

Signature

Witness name

Signature witness

Date

SUBCONTRACTOR

(Seal)

Name and title

Signature

Witness name

Signature witness

Date

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