

## SUBCONTRACTOR AGREEMENT

THIS AGREEMENT is made this [redacted] day of [redacted], 20[redacted], by and between Triple Crown Enterprises Ltd., a general contracting firm located in Hamilton, Ontario ("TCE"), and [redacted] ("Subcontractor").

### ARTICLE 1. PRIME CONTRACT AND SCOPE OF WORK

- 1.1. In the event a "Prime Contract" exists between the TCE and the Project Owner, the Prime Contract, including all terms and conditions, will be incorporated into this Agreement by reference. If applicable, if there is any discrepancy or conflict between this Agreement and the Prime Contract, the terms and conditions of the Prime Contract shall prevail.
- 1.2. The Subcontractor agrees to provide all labour, materials, equipment, services, and other items necessary to complete the work described in the Subcontract Purchase Order issued by the TCE to the Subcontractor ("Scope of Work").
- 1.3. The Subcontractor shall perform the Scope of Work in a workmanlike manner, and in compliance with all project plans, specifications, schedules, and the terms of the Prime Contract, if applicable.

### ARTICLE 2. TIME OF COMPLETION

- 2.1. The Scope of Work shall commence on a date to be specified by the TCE and shall be completed in accordance with the approved project schedule, unless the schedule is adjusted in writing by the TCE and in accordance with the Prime Contract, if applicable.

### ARTICLE 3. CONTRACT PRICE

- 3.1. The "Contract Price" shall be as specified in the Subcontract Purchase Order issued by the TCE to the Subcontractor. This Contract Price shall be the full compensation to the Subcontractor for the faithful performance of this Agreement. This Contract Price is subject to adjustments as provided for changes in the Scope of Work under this Agreement and the Prime Contract, if applicable.

### ARTICLE 4. PAYMENT TERMS

- 4.1. The payment method will be made as per the Subcontract Purchase Order from the TCE.
- 4.2. In no event shall payment be due to the Subcontractor unless and until TCE receives payment specific for the Scope of Work in progress and (or) completed by the Subcontractor. Prompt payment terms as defined under the current Construction Act of Ontario will be adhered to.
- 4.3. TCE will retain a holdback from each payment as prescribed by the current Construction Act of Ontario. The holdback will be released upon completion of the

Project, subject to any further withholding permitted or required under that Act, or in accordance with the Prime Contract, if applicable. The Subcontractor will be required to provide the relevant notarized statutory declarations prior to applicable payments.

- 4.4. Invoices from the Subcontractor must include the TCE Purchase Order number and a detailed breakdowns of all Scope of Work performed, and materials used, particularly when on a time and materials basis.

#### ARTICLE 5. CHANGES IN THE SCOPE OF WORK

- 5.1. TCE may, at any time, by a written change order, make changes to the general scope of this Agreement in any one or more of the following:
  - a) Alterations, additions, or deletions to the Scope of Work;
  - b) Changes in the methods or timing of the performance of the Scope of Work;
  - c) Changes in the location of the performance of the Scope of Work.
- 5.2. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the Scope of Work under this Agreement, an equitable adjustment shall be made in the Contract Price or the delivery schedule, or both, and the Agreement shall be modified in writing accordingly.
- 5.3. No claim by the Subcontractor for an adjustment hereunder shall be granted unless, within thirty (30) days from the date of receipt of such written change order, the Subcontractor provides a written request for adjustment to TCE. The request must be itemized and supported by substantiating data. TCE shall, within 10 days of receiving such request, either approve the request or deny with written explanation. If a response is not provided within 10 days, the request shall be deemed to be denied.
- 5.4. Nothing in this clause shall excuse the Subcontractor from proceeding with the Agreement as changed.

#### ARTICLE 6. COMPLIANCE WITH LAWS, SAFETY, AND HEALTH

- 6.1. The Subcontractor shall comply with all applicable laws, regulations, and codes, including but not limited to those related to safety, health, and the environment. The Subcontractor will also adhere to the safety and risk management policies of TCE, and any additional requirements outlined in the Prime Contract, if applicable.
- 6.2. The Subcontractor shall strictly comply with all worksite safety requirements and shall promptly correct any safety violations identified by TCE, any regulatory authority, or any representative of the Project Owner. Subcontractor's failure to adhere to these safety requirements may result in a work stoppage or termination of this Agreement.
- 6.3. The Subcontractor must ensure their employees and any lower-tier subcontractors are appropriately trained and equipped to work safely and must maintain a workplace free from recognized hazards.
- 6.4. The Subcontractor is responsible for the safety of its employees and lower-tier subcontractors and for providing and maintaining all necessary safety equipment. Subcontractor shall be solely responsible for the safety, loss, and damage relative to its employees, lower-tier subcontractors, and their property.

## ARTICLE 7. INSURANCE

- 7.1. Subcontractor shall at its own expense obtain and maintain insurance in amounts not less than the following:
- a) Commercial General Liability: \$2,000,000 per occurrence, \$5,000,000 aggregate;
  - b) Automobile Liability: \$2,000,000 per individual occurrence for bodily injury, death and damage to property;
  - c) Workers' Compensation: statutory limits;
  - d) Employer's Liability: \$1,000,000 each accident, \$1,000,000 disease policy limit, \$1,000,000 disease each employee;
  - e) Professional Liability (if applicable): \$3,000,000 per claim, \$3,000,000 aggregate. Coverage shall be maintained for a minimum of two (2) years after the date of completion of the work;
  - f) Umbrella Liability: \$5,000,000 over primary insurance.
- 7.2. All insurance policies shall be endorsed to include TCE and Project Owner as additional insured with respect to liability arising out of the Scope of Work performed by or on behalf of Subcontractor.
- 7.3. All insurance policies shall contain a waiver of subrogation in favor of TCE and Project Owner.
- 7.4. The Subcontractor shall provide TCE with a certificate of insurance and WSIB clearance certificate evidencing the required coverages before commencing Scope of Work under this Agreement.
- 7.5. The Subcontractor shall submit updated certificates prior to the expiration date of any insurance and shall give TCE advance written notice of the cancellation or material modification of any policy of insurance at least thirty (30) days prior to the effective date of such cancellation or modification.
- 7.6. Insurance limits listed above are the minimum requirements, and these limits do not limit the liability of the Subcontractor for uninsured losses.

## ARTICLE 8. INDEMNIFICATION

- 8.1. To the fullest extent permitted by law, Subcontractor shall indemnify, defend, and hold harmless TCE and Project Owner, and their respective officers, directors, employees, agents, and consultants from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Scope of Work, provided that such claim, damage, loss, or expense is caused in whole or in part by the negligent act or omission of Subcontractor, anyone directly or indirectly employed by Subcontractor, or anyone for whose acts Subcontractor may be liable.

## ARTICLE 9. DISPUTE RESOLUTION

- 9.1. All disputes between TCE and Subcontractor arising out of or relating to this Agreement shall be resolved in accordance with the dispute resolution procedures in the Prime Contract, if applicable.
- 9.2. If the Prime Contract does not provide dispute resolution procedures or if a Prime Contract does not exist, any dispute under this Agreement shall be first subjected to informal negotiation between the Parties. If the dispute has not been resolved by

negotiation, either Party may refer the unresolved dispute to the courts, or upon mutual agreement, to any other form of dispute resolution including arbitration. In the event the parties agree to proceed with arbitration, the provisions of the Arbitration Act (Ontario) shall apply.

- 9.3. If any portion of this Agreement is determined to be invalid or unenforceable, the remainder of this agreement will remain in effect.

#### ARTICLE 10. CANCELLATION

- 10.1. TCE may cancel this Agreement immediately upon written notice to Subcontractor if:
- a) The Prime Contract is cancelled.
  - b) Subcontractor files for bankruptcy or makes a Notice of Intention to Make a Proposal or similar application, is adjudged a bankrupt, makes a general assignment for the benefit of creditors or a receiver is appointed on account of its insolvency; or
  - c) Subcontractor remains in default of this Agreement after notice by TCE has been given and after expiration of the applicable remedy period in compliance with the requirements of the Prime Contract.
- 10.2. Upon receipt of the cancellation notice, the Subcontractor shall be entitled to receive compensation for the completed work, that is not in default of Article 12: Quality, up until the effective date of cancellation.
- 10.3. If Subcontractor fails to deliver the goods or perform the services at the time specified or to perform any of the other provisions of the applicable Purchase Order and does not rectify deficiencies or non-compliances within a period of 10 days after receipt of notice from TCE specifying such failure, TCE may, by written notice of default to Subcontractor, cancel the whole or any part of the applicable Purchase Order without liability and may re-procure similar goods or services elsewhere in such manner as TCE deems appropriate. Subcontractor shall be liable to TCE for any excess costs in re-procuring the similar goods or services.

#### ARTICLE 11. PATENT INFRINGEMENT

- 11.1. Subcontractor shall hold harmless, indemnify, and defend TCE from and against all claims, suits, judgments, and expenses, including reasonable legal fees, resulting from any claim that the Scope of Work, or any part thereof, constitutes an infringement of any patent, copyright, or other proprietary right. This obligation shall survive the termination or expiration of this Agreement.

#### ARTICLE 12. QUALITY

- 12.1. The Subcontractor shall execute its Scope of Work in accordance with the highest industry standards and in strict conformance to all drawings, specifications, and quality standards defined by TCE or as outlined in the Prime Contract, if applicable. All Scope of Work is subject to inspection and rejection by TCE for non-compliance.
- 12.2. Subcontractor is responsible for any rework, corrective actions, or associated costs resulting from Scope of Work that is found to be deficient or not in compliance with the requirements of this Agreement or the Prime Contract, if applicable.

ARTICLE 13. ETHICAL CONDUCT

- 13.1. The Subcontractor agrees to conduct all its activities under this Agreement with integrity and fairness, in compliance with all applicable laws, and in a manner that does not harm the reputation of TCE or Project Owner.
- 13.2. The Subcontractor will not engage in any form of bribery, corruption, fraud, or other illegal or unethical business practices. Any such actions will be grounds for termination of this Agreement.
- 13.3. The Subcontractor shall not discriminate in hiring and employment practices.
- 13.4. The Subcontractor must disclose any potential conflicts of interest with TCE or the Project Owner, such as family or financial relationships, immediately upon becoming aware of the conflict.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

TRIPLE CROWN ENTERPRISES LTD.

By (Name): \_\_\_\_\_

Signature: \_\_\_\_\_

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

Having authority to bind the Corporation.

[LEGAL NAME OF SUBCONTRACTOR]

By (Name): \_\_\_\_\_

Signature: \_\_\_\_\_

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

Having authority to bind the Corporation.