



O.N. Site Construction Inc.
2861 Sherwood Heights Drive
Unit 40
Oakville, ON L6J 7K1

Subcontract Agreement

Contract Date: Sep 30, 2024
Start Date: Jan 20, 2025
End Date: Mar 17, 2025
Holdback Percentage: 10.00%

Vendor:

Con-Sult Mechanical Inc.
54 Audia Court
Unit #2
Concord, ON L4K 3N4

Job Details:

2680 Tecumseh Road West
Windsor, ON N9B 3P9
Project Manager: Mauro Di Tacchio

Payment Terms: 45 Days

Project: 24/037 - BMO University Mall
Subcontractor Number: 2791

Subcontract Details:

Cost Code	Description	Amount
15160	HVAC as per your quote dated September 04, 2024	118,500.00
Subtotal:		118,500.00
PST:		0.00
HST/GST:		15,405.00
Total		\$ 133,905.00

SO AGREED:

Con-Sult Mechanical Inc.

O.N. Site Construction Inc.

Vendor Signature
Date:

O.N. Site Construction Inc.
Date:

Phone #
905-829-8895

Fax #
905-829-8708

E-Mail
accountspayable@onsiteconstruction.ca

Website
www.onsiteconstruction.ca

SUBCONTRACT AGREEMENT

THIS SUBCONTRACT AGREEMENT made on the 30 day of September in the year 2024 by and between O.N. Site Construction Inc. (the "Contractor" or "O.N. Site") and Con-Sult Mechanical Inc. (the "Subcontractor");

WHEREAS THE CONTRACTOR has entered into a contract (the "Contract") with BMO. (the "Owner") for BMO University Mall (the "Project");

AND WHEREAS THE CONTRACT includes the work to be performed under this Subcontract (the "Subcontract Work") in accordance with plans, specifications, and addenda;

NOW THEREFORE THIS SUBCONTRACT AGREEMENT WITNESSETH AS FOLLOWS:

1. Subcontract Price

- 1.1. The Subcontract Price, which excludes all taxes and customs duties in effect at the time of signing this Subcontract, is \$ 118,500.00

2. Subcontract Work to be Performed

- 2.1. The Subcontractor shall supply all material, labour, tools, and equipment necessary for the proper performance of the Subcontract Work in accordance with the Subcontract drawings, designs, and specifications.
- 2.2. The requirements, terms, and conditions of the Contract so far as they are applicable to this Subcontract, shall be binding upon the Subcontractor. The Contract is in the form of either a CCDC 2/CCDC 3/CCDC5B standard form contract, as modified by supplementary conditions. A copy of the supplementary conditions will be made available to the Subcontractor upon reasonable written request to the Contractor.

3. Schedule

- 3.1. The Subcontractor will perform the Subcontract Work in accordance with the Contractor's construction schedule.
- 3.2. All orders for materials should be placed, and guaranteed delivery dates arranged to conform to the schedule.

4. Payment

- 4.1. Subject to applicable legislation, including without limitation the associated provincial governing legislation, and in accordance with this Subcontract, the Contractor shall pay the Subcontractor the Subcontract Price.
- 4.2. Payment shall be rendered in accordance with the Contractor's Standard Terms and Conditions for Payment as follows.
 - 4.2.1. Invoices are to be submitted via the 'Invoice Portal'. If subcontractors choose not to avail of the Portal, then invoices are to be sent via email to AccountsPayable@onsiteconstruction.ca. The invoice must reference the O.N. Site subcontract number. Invoices submitted in any other format will not be processed.

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- 4.2.2. Invoices must be submitted prior to the 25th of the month in which the material or service was completed. Invoices received later than the 25th of the month will be processed for payment in the following billing period. All invoices received and approved by the PM will be processed on the 25th of the given month. Payment terms will take effect from the 25th; for example invoices submitted on December 20th will be processed on December 25th and payment can be expected within 45 days thereafter.
- 4.2.3. Separate invoices are required for each progress draw for each base contract. Hold back and applicable taxes must be shown separately.
- 4.2.4. Invoicing of Subcontract Change Orders ("SCO's") must be clearly identified separate from the base contract for each job. Each Subcontract Change Order ("SCO") should be individually identified with the O.N. Site issued SCO number, clearly showing the item value, the progress, the holdback and applicable taxes for each.
- 4.2.5. Only Subcontract Change Orders ("SCO's") authorized to proceed by the O.N. Site Project Manager should be billed. When the work is complete to the satisfaction of the O.N. Site Project Manager/ Site Supervisor/ Consultant/ Owner and is in good standing it is eligible to be invoiced.
- 4.2.6. O.N. Site will release payment within 7 days of receipt of payment from the Owner subject to the conditions in Section 4.2.
- 4.2.7. Subcontractor to provide PST clearance certificate from the Provincial taxation division prior to final payment (as applicable).
- 4.2.8. It is required that Insurance be in good standing for payment to be released.
- 4.2.9. Current Work Safety Clearance Certificates, Registration of Contractors and Employers Engaged in Construction, Ontario Ministry of Labour Form 1000 (as applicable) and/or Statutory Declarations are required with each progress claim. Payment will be withheld until they are provided.
- 4.2.10. All safety procedures and documentation required by O.N. Site must be in compliance for payment to be released.
- 4.3. Applicable Holdback is payable when the applicable Lien period has expired. All contract closeout manuals, drawings and documents must be provided to this office before final progress payment is made to Subcontractor.

5. Changes in the Work

- 5.1. The Contractor, without invalidating this Subcontract, may make changes by altering, adding to or deducting from the Subcontract Work. The Subcontractor shall be notified in writing of all changes to the Subcontract Work, and shall effect the change(s) immediately upon being advised by the Contractor to do so, and regardless of whether an adjustment to the Subcontract Price or schedule for the completion of the Subcontract Work has been agreed upon, in which case the changes in the work shall be undertaken in accordance with the change directive.
- 5.2. The Subcontractor is not to proceed with any changes in work without a properly authorized change order or change directive from the 'Contractor'. Should the 'Subcontractor' proceed with an extra scope of work without a properly authorized change order or change directive, any such additional and unapproved work is undertaken at the risk of the Subcontractor.

6. Construction Safety

- 6.1. The Subcontractor shall respect and comply with all applicable safety legislation and comply with all safety procedures at the Project site, including the Contractor's safety policy, the Contract safety requirements, and any other policies in force at the Project site or to which the Contractor is bound in respect of the Project.
- 6.2. In keeping with the Federal Hazardous Products Act (HPA) and subsequent Provincial Occupational Safety & Health Regulations governing Workplace Hazardous Materials Information System legislation (WHMIS), we require that subcontractors and suppliers ensure that appropriate Material Safety Data Sheets (MSDS) accompany or preceded all controlled products to the project.
- 6.3. For all Financial Institution projects, the Subcontractor shall complete criminal record checks (CRC) for all personnel performing services on site. The Subcontractor shall ensure that personnel shall not have been convicted of any crime involving fraud, theft, dishonesty, breach of trust or a violent act.

7. Insurance

- 7.1. If requested by the Contractor, the Subcontractor shall procure and maintain during the entire term of this Subcontract automobile and general commercial liability insurance, and if applicable, professional liability and workers' compensation insurance. This insurance shall be with limits (\$2M for automobile liability and \$5M for commercial general liability) and with a carrier or carriers reasonably satisfactory to the Contractor. If requested by the Contractor, the Subcontractor shall furnish the Contractor with certificates of such insurance. The insurance shall provide that the policy shall not be cancelled or reduced in coverage until ten (10) days after written notice shall have been given to the Contractor of cancellation or reduction in coverage. All insurance shall name the Contractor and Owner as an additional insured.

8. Warranty

- 8.1. The Subcontractor hereby warrants the Work for a period of one (1) year from Substantial Performance of the work, as that term is defined in the Provincial Act governing the province in which the work takes place, or for those periods specified in the contract documents, including the specifications, for certain portions of the Work or certain equipment or materials.
- 8.2. The Subcontractor shall promptly correct, at the Subcontractor's expense, any defect or deficiency in the Work which appears prior to the expiry of the warranty period(s).
- 8.3. The Subcontractor shall be responsible for obtaining any equipment, product or material warranties in excess of one year on behalf of the Owner from the manufacturer or supplier, and for having such warranties issued to the benefit of the Owner or assigned to the Owner, prior to the completion of the Subcontract Work.

9. Entire Agreement

- 9.1. This Subcontract supersedes and invalidates all other commitments, representations, and warranties relating to the subject matter hereof which may have been made by the parties either orally or in writing prior to the date hereof, and all of which become null and void from the date this Subcontract is signed. Notwithstanding the foregoing, the parties agree that the terms and conditions of the agreement between the Owner and the Subcontractor (the "Prime Owner-Subcontractor Agreement") shall supersede in the event of any conflict between this Subcontract and the Prime Owner-Subcontractor Agreement.