



SUB CONTRACT #	ISSUED
25-036-1	04/01/2025

Subject: Sudbury Jail Plumbing Subcontract

PROJECT

Sudbury Jail Flooring & Refresh
PROJECT #: 25-036
181 Elm Street
Greater Sudbury, ON P3C 1T8

SUB CONTRACT

Consult Mechanical
Marc Rossi
200 Tesma Way
Vaughan, ON L4K 0J9

Subject	Qty	Price/Unit	Total
Plumbing	1	\$72,980.00/LT	\$72,980.00
<ul style="list-style-type: none">Floor Drains for following Blocks<ul style="list-style-type: none">A-3B-3C-3D-2E-4Block E - on slab: After Scan is completed we will mark out slab where to be cut and and re connect drains and p-traps (we will re install trap seal primers - if applicable)Blocks A,B,C, and D: Open ceiling below and replace 11 floor drains, traps and re connect trap seal primers (we will re connect trap seal primers - if applicable)All work to be performed during regular business hoursPlumbing Permit As Required			
Exclusions:			
<ul style="list-style-type: none">Abatement of Designated materials, if any.Security and flagging Personnel-By GC.BIM as built- drawings, if any.Fire Protection.BAS Interface to the existing, if any.BondingCash AllowancesColored Equipment			

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- Traffic management relating to Contract Mechanical(if required) to be coordinated and executed by the sub-contractor.
- All applicable safety, as applicable to Consult Mechanical, including but not limited to: safety cones, flag lines, flag men, perimeter rails, caution tape, barriers and fencing are to be implemented as required by the subcontractor.
- All fall protection during work is to be implemented. Fall protection is to be abide by all M.O.L regulations.
- Upon final inspection, all deficiencies to be rectified within 7 days in order to release final payment
- Primary Construction Inc. will not be held responsible for 'lost time' due to delays in material deliveries

SUBCONTRACTOR AGREEMENT

PRIMARY CONSTRUCTION INC. (the "Contractor") and the undersigned Subcontractor/Supplier (the "Subcontractor") agree in this Subcontractor agreement (the "Agreement") that the Subcontractor shall, subject to the General Conditions/Standards of Workmanship (attached), and in accordance with the terms conditions of the Contract with the Owner(the "Owner") and the Contractor, supply all labour, materials, tools and/or equipment necessary to perform the work ("Work") described with respect to the Project, in accordance with approved plans, drawings, and specifications, as applicable, copies of which have been inspected by the Subcontractor and acknowledge that the Work as described to be satisfactory provided with no extras under this contract. The Subcontractor has fully acquainted himself with all existing conditions, access to site, restrictions and prevailing on adjacent streets, lanes, disposal of materials, municipal bylaws with respect to noise and pollution and other conditions having the effected on the execution of the Work and is further deemed to have included in the Contract Price all costs associated thereby.

General Conditions:

1. **SAFETY** - All management, representatives, employees, workers, sub-contractors, and visitors of the Subcontractor shall comply with the Contractor's safety policies and rules and regulations. The terms and conditions of the Health and Safety Agreement between the Contractor and Subcontractor shall apply to all Work performed by the Subcontractor.
2. **SUPERVISION** - The subcontractor shall provide a competent person to supervise and co-ordinate the work, however the project shall at all times be subject to the control of and direction of the Contractor or his authorized agent / representative ("Contractor's Representative").
3. **INSURANCE** - The subcontractor shall keep in force and effect throughout the term of this contract, any renewals thereof, commercial general liability insurance, including but not limited to insurance coverage for any work involving an open flame, in an amount no less than \$5,000,000 per occurrence and in the aggregate. The Subcontractor's general liability insurance policy shall have an endorsement adding the Contractor as an additional insured on the policy and certificates naming Contractor as additional insured shall be provided upon

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12. **AMENDMENT** -No term and/or condition of this Agreement shall be changed, amended, deleted, or abrogated, unless specified in an amendment to this Agreement in writing and signed by both the Contractor and Subcontractor.
13. **INDEMNITY** - The Subcontractor shall indemnify and hold Contractor harmless from and against all claims, direct damages, losses, liabilities (whether accrued, actual, contingent or otherwise), demands, suits, judgments, causes of action, legal proceedings, penalties or other sanctions and any costs and expenses arising in connection therewith, including, without limitation, legal fees and disbursements on a solicitor and client basis (including, without limitation, all such legal fees and disbursements in connection with any appeals) suffered or incurred by Contractor in connection with any breach of this Agreement by the Subcontractor or arising out of this Agreement.
14. **MUTUAL AGREEMENT** - This Agreement has been negotiated and approved by the Contractor and Subcontractor and, notwithstanding any rule or maxim of law or construction to the contrary, any ambiguity or uncertainty shall not be construed against either of the parties by reason of authorship of any provision of this Agreement.
15. **HOLDBACK** - Subject to applicable legislation and the provisions of the contract documents, and in accordance with legislation and statutory regulations respecting holdback percentages and where such legislation or regulations do not exist or apply, the Contractor shall holdback ten percent (10%) of all invoices for sixty (60) days from the date of completion of the Work specified in this Agreement or in such amounts and for such period of time that applicable legislation dictates. Similarly, the Subcontractor shall holdback ten percent (10%) from all invoices any sub-subcontractor submits for a minimum of sixty (60) days from the date of completion of the Work specified in this Agreement or in such amounts and for such period of time that applicable legislation dictates.
16. **Prompt Payment** - The Contractor and Subcontractor shall abide by all applicable prompt payment legislation and the Subcontractor shall provide proper invoices, as dictated by the relevant legislation. The Contractor shall pay or dispute all invoices within the time period dictated by the relevant legislation.
17. **STANDARD OF WORKMANSHIP** - The Subcontractor acknowledges and agrees that all Work carried out by it pursuant hereto shall be done in a good and workmanlike manner, employing first quality materials. Without limiting the generality of the foregoing, such work in the absence of written change order signed by the Contractor, shall be in strict accordance with a) the plans and specifications prepared for the Owner, b) all statutes, by-laws, orders, regulations, building codes and requirements of all municipal and other relevant government authorities of competent jurisdiction, and c) the terms and conditions set forth in the within Agreement all of which the Subcontractor acknowledges having read fully and clearly understood. The Subcontractor acknowledges that it is experienced in performing the Work to which this Agreement and any contract pertains and the Subcontractor holds itself out as having expertise in the performance of same. The Subcontractor acknowledges further that the contract drawings may not be complete in every detail, and notwithstanding same the Subcontractor acknowledges and agrees to complete the contract and all work, including labour and supply of materials necessarily required thereby, in order to fully complete the contract. The Subcontractor acknowledges and agrees that notwithstanding that the drawings may not be complete as aforesaid, the Subcontractor accepts the design and current status of the scope of the contract.
All labour and material supplied by the Subcontractor in respect of the Agreement shall be unconditionally guaranteed by the Subcontractor against defects in material and workmanship for a