





**MATHESON Purchase Contract – General Conditions**

Subcontractor: **NAME**  
Matheson PC No.:

Project:  
Date: **DATE**

\_\_\_\_\_  
Signature

**Matheson Constructors Limited**  
Neil Banerjee, P.Eng, G.S.C., LEED AP  
President  
I have authority to bind the corporation

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

**Subcontractor Name**  
  
I have authority to bind the corporation

Date: \_\_\_\_\_

Subcontractor: **NAME**

Project:

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**PAYMENT:** Submit monthly progress draw billings (monthly "Subcontractor Invoices") to this office no later than five (5) business days before the last day of each month to ensure the Subcontractor Invoice will be reviewed by the Consultant for inclusion in that month's payment application. Late Subcontractor Invoices will be processed in the following month's progress draw. Payment of any monthly Subcontractor Invoices will be subject to approval by the Owner / Consultant and Matheson Constructors Limited ("Contractor"). Contractor reserves the right to adjust any Consultant-approved payment amount to reflect the value of work that remains to be completed. Payment will be made in accordance with the *Construction Act* (Ontario) and remains subject to delivery of notices of non-payment thereunder. Payment will only be made for actual work completed on site or for securely stored materials on the Project site that are easily available for inspection (and upon Consultant's approval). If requested, a signed statutory declaration will be provided with each monthly Subcontractor Invoice. A 10% holdback will be held from each payment and will be due and paid in accordance with the *Construction Act* (Ontario) after the holdback is released by the Owner. Final monies owing will be subject to the submission of close out documentation and receipt and resolution to the extent that it relates to any deficiencies for which the Subcontractor or its sub-subcontractors are responsible pursuant to this Purchase Contract or in lieu of the Consultant's final deficiency list. The foregoing payment conditions and holdbacks may be altered only if noted in the Special Requirements section at the end of these General Conditions, or as required to comply with the *Construction Act* (Ontario).

**WSIB / WSIA RESPONSIBILITY:** The Subcontractor agrees that all their employees and their sub-subcontractor employees will be covered under WSIB. To ensure compliance, a WSIB clearance certificate will be forwarded to our office prior to starting work. In addition, a clearance certificate will also be forwarded to our office every 90 days. If a WSIB clearance certificate is outstanding at time of payment, a WSIB retainage will be taken for the approximate value of the WSIB responsibility for that pay period. Retained funds will be released with the next billing after receipt of the outstanding certificate. The Subcontractor further agrees that it is their sole responsibility to ensure that all workers supplied to the Project will be covered as legislated under the Workplace Safety and Insurance Act (WSIA).

**BILLING BREAKDOWN:** If requested, as part of this Purchase Contract or if requested at a later date, the Subcontractor shall complete a billing breakdown for the work. This breakdown is to be updated and enclosed with each Subcontractor Invoice. Close out values for items such as Final Deficiencies, Warranties, Manuals, As-Builts and Final System Commissioning will have an agreed assigned value.

**SAFETY:** The Subcontractor's site personnel will abide by Contractor's Site Safety Plan that is issued specifically for this Project. In addition, all Subcontractor site forces will abide by all other legislated and regulatory safety requirements. Hard hats, safety boots, safety glasses and high visibility vests are to be worn at all times. Also refer to Matheson Constructors Limited's Health and Safety Policy Statement and Manual.

**CLEANUP:** All work areas are to be continually cleaned as work progresses and all waste material removed from the site at the Subcontractor's expense. A full site cleanup and garbage removal policy is included in the Site Safety Plan. **SCHEDULE:** The Subcontractor will staff the site with sufficient manpower to maintain Contractor's construction schedule, at the Subcontractor's own cost. The Contractor's construction schedule may be pre-determined as part of the contract documents or may be developed by Contractor to best suit the requirements of the Project. As work progresses, Contractor's construction schedule may be revised to suit unknown conditions or changes in the work. Contractor reserves the right to supplement the Subcontractor's labour force and work and apply the cost of doing so as a credit against payments owing under this Purchase Contract accordingly, if the Subcontractor's level of productivity is not adequate to comply with the Contractor's construction schedule.

**CONTRACTOR'S RIGHT TO TERMINATE WORK:**

1. If the Subcontractor should be adjudged bankrupt, or makes a general assignment for the benefit of creditors, or if a receiver is appointed, and should any of these actions interfere with the Subcontractor's ability to discharge its obligations under the Subcontract, the Contractor may, without prejudice to any other right or remedy the Contractor may have, by giving the Subcontractor or receiver or trustee in bankruptcy notice in writing, terminate the Subcontractor's right to continue with the work in whole or in part or terminate the Purchase Contract.
2. If the Subcontractor should neglect to prosecute the work properly or otherwise fail to comply with the requirements of the Purchase Contract to a substantial degree, the Contractor may, without prejudice to any other right or remedy the Contractor may have, notify the Subcontractor in writing that the Subcontractor is in default of the Subcontractor's contractual obligations and instruct the Subcontractor to correct the default in two (2) working days immediately following the receipt of such notice.
3. If the default cannot be corrected in the two (2) working days specified, the Subcontractor shall be in compliance with the Contractor's instructions if the Subcontractor:
  1. Commences the correction of the default within the specified time;
  2. Provides the Contractor within the two (2) working days with an acceptable schedule for such correction; and
  3. Corrects the default in accordance with such schedule.
4. If the Subcontractor fails to correct the default in the time specified or subsequently agreed upon, without prejudice to any other right of remedy the Contractor may have, the Contractor may:
  1. correct such default and deduct the cost thereof from any payment then or thereafter due the Subcontractor and any remaining cost due the Contractor shall remain the liability of the Subcontractor, or
  2. Terminate the Subcontractor's right to continue with the work in whole, or in part, or terminate the Purchase Contract.
5. If the Contractor terminates the Subcontractor's right to continue with the work as provided herein, the Contractor shall be entitled to:
  1. Take possession of the Purchase Contract work and material and utilize the construction machinery and equipment available upon the Project site, subject to the rights of third parties, and finish the work by whatever method the Contractor may consider expedient, but without undue delay or expense; and
  2. Charge the Subcontractor the amount that the full cost of finishing the Purchase Contract work, including a reasonable allowance to cover overhead, fees and an estimation of the cost of corrections to the work performed by the Subcontractor

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- that may be required, exceeds the unpaid balance of the Purchase Contract price; and
3. Upon expiry of the warranty period, charge the Subcontractor the amount by which the cost of corrections to the Subcontractor's work exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the Subcontractor the difference subject to any rights of set-off or withholding.

**SUBCONTRACTORS RIGHT TO TERMINATE WORK:**

If the Subcontractor has submitted proper Subcontractor Invoices on time to the Contractor and such claims are not paid when due, the Subcontractor may, upon five days' written notice to the Contractor, stop work and may terminate this Purchase Contract fifteen (15) days after giving such notice to the Owner and recover payment for all work executed under this Purchase Contract and any loss sustained on plant and material by reason of such non-payment. The Subcontractor may not terminate this Purchase Contract if payment of any sums overdue is made by the Contractor to the Subcontractor before the expiry of the fifteen (15) day notice period.

**INTERFERENCES:** The Subcontractor will review as early as possible and prior to commencing their work, the work of others that is directly related to the successful completion of their work and identify all interferences and other problems that will impede the Subcontractor's work. The Subcontractor will work with all trades necessary to assist in the development of a solution that allows the Subcontractor's work to fit and function smoothly. If interference drawings are specified, they will be submitted without delay at the commencement of the Project and if necessary, will be prepared independently of interference drawings from other trades.

**SHOP DRAWINGS:** The timely submission of shop drawings and the number of copies will be as specified below in Special Requirements or as advised shortly after the Project commences. All material or equipment substitutions from the specified products will be noted on the shop drawings. These proposed substitutions and other notes on the shop drawings that attempt to alter the original contracted scope of work do not constitute a contractual change to this Purchase Contract unless agreed to in writing. Shop drawings and other related submissions are provided to the Consultant(s) for general review purposes only. A shop drawing submission, approval and delivery schedule will be provided within ten (10) days if requested. Shop drawing preparation costs are not eligible for inclusion in a monthly Subcontractor Invoice.

**RELATED WORK COORDINATION:** The drawings and specifications for the Subcontractor's related work may contain dimensions, elevations and openings sizes that may conflict with similar information provided on the drawings and specifications from another trade. All dimensions, elevations, opening sizes and other interconnected components and systems are to be double-checked by the Subcontractor against all other drawings and specifications for confirmation of compatibility prior to proceeding with the work.

**CHANGES TO THE WORK:** Changes to the work may be added to this Purchase Contract at the discretion of Contractor. No extra work shall proceed unless there is a written agreement to the value of the work or to the method for which the work will be valued either as it proceeds or after it is completed. All changes to the work including financial evaluation, quotation breakdowns, pricing timelines, related delays and compensation disputes will be subject to the same conditions as outlined in the contract between Contractor and the Owner (the "Prime Contract"). If the Consultant or Owner orders that the work is to proceed as allowed for in the Prime Contract, the Subcontractor will proceed immediately. If the Subcontractor advances any claims to the dispute resolution process, the Subcontractor will bear the associated costs to do so including the costs incurred by the Contractor (including but not limited to legal and consulting costs). Contractor shall only be liable to the Subcontractor to the extent that Contractor succeeds in recovery on a claim as against the Owner. For all undocumented changes or claims, the Subcontractor shall have no claim against Contractor unless notification is given in writing within five (5) days of the occurrence leading to the alleged change or claim indicating details and amount of the claim.

**INTERIM ADJUDICATION:** All interim adjudications shall be conducted in accordance with the Construction Act (Ontario) and applicable regulations, and the Subcontractor and Contractor agree that the following additional provisions shall apply to such interim adjudication, subject to any further determinations of an adjudicator: (a) the parties consent to service by electronic mail (with proof of delivery or receipt) of documents to be provided during the interim adjudication process; (b) a party delivering a response to a notice of adjudication shall have a reasonable amount of time in which to review and prepare its response, having regard to the materials provided with the notice of adjudication and the principles of natural justice; (c) in addition to the general powers of the adjudicator provided under the *Construction Act* (Ontario), the adjudicator may fix timetables for the conduct of the proceedings; convene teleconferences with the parties' representatives and/or advisors; make reasonable requests for specific documents from either or both parties, having regard to the principles of proportionality and the intent of the interim adjudication process to be swift and cost-effective; extend the adjudication for a further period of up to 60 days from the date the adjudicator's decision is due, having regard to the time required for submission of a reply, the complexity of the Dispute, and the volume of materials filed, or order that either party provide security (including, but not limited to, a letter of credit, parent company guarantee, or bond) for amounts awarded pursuant to the adjudicator's determination. The Subcontractor shall continue with the diligent performance of the Purchase Contract work pursuant to this Purchase Contract and follow and abide by directions and instructions issued by Contractor during the pendency of a dispute or any interim adjudication. The Contractor shall be entitled to seek recovery of any damages sustained as a result of the Subcontractor's failure to continue with the diligent performance of the Purchase Contract work during the pendency of a dispute or any interim adjudication.

**SUB-SUBCONTRACTORS:** This Purchase Contract will not be subcontracted in its entirety to another sub-subcontractor without the written agreement of Contractor. If portions are subcontracted to others, this Subcontractor will provide full time responsible and adequately qualified supervision at all times when the sub-subcontractor is working on site. Such supervision must be fully qualified and experienced for a project of this size and scope. If concerns due to safety, workmanship or trade qualifications are exhibited, the supervision will be replaced at the request of the Contractor. All sub-subcontractors are to be contractually bound to perform work on this Project within the parameters of this Purchase Contract. This specifically applies to but is not limited to safety and site work hours.

**PAYMENT OBLIGATIONS:** The Subcontractor will pay for all labour, material, equipment and sub-subcontracted obligations that are delivered or completed on the Project. The obligation of payment for labour, suppliers and sub-subcontractors will extend to making

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every effort possible to resolve all payment disputes and to lifting, vacating or discharging all related liens immediately and the cost of doing so. Updated account statements from all suppliers and sub-subcontractor obligations for this Project will be provided when requested. All Contractor costs associated with disputed Subcontractor payment obligations that extend to registered liens, notice of lien or payment bond claims, will be credited against this Purchase Contract. Contractor may protect its financial exposure by withholding payment from the Subcontractor to satisfy any outstanding obligation that has not been resolved in a satisfactory manner. The Subcontractor will comply with its trust obligations under the *Construction Act* (Ontario) in respect of any money received under this Purchase Contract, and the Contractor reserves the right to credit against this Purchase Contract any costs incurred as a result of the Subcontractor's alleged or actual failure to comply with its statutory trust obligations.

**SITE FOREMAN:** The site foreman for the Subcontractor will be present at all times when work for the Subcontractor is underway. The individual will be fully qualified and experienced for a project of this size and scope. If concerns due to safety, workmanship or trade qualifications are exhibited, the foreman will be replaced at the request of Contractor.

**WORKING HOURS:** It is expected that all work will be completed within the regular working hours of the Project. Working at night or on weekends will only be allowed with the approval of Contractor's site superintendent and with the signing of a Release of Liability form to address safety responsibilities and site security concerns.

**PROTECTION OF FINISHED SURFACES:** The Subcontractor will ensure that sufficient protection is provided to the finished surfaces of its equipment and/or materials prior to Owner acceptance. All temporary protection is to be removed at time of final cleaning.

**INSURANCE:** If an insurable loss is experienced by the Subcontractor on this Project, the burden of related deductibles will be borne by the party responsible for the loss, or if no responsibility can be determined, by the party receiving the direct benefit of such insurance. All risk of loss of or damage to work not fully or finally accepted by the Owner, or to supplies and equipment shall rest solely on the Subcontractor. Certificate of Liability Insurance is to include Contractor as additionally insured, as well as Owner(s) and Consultant(s).

**WARRANTIES:** All warranties and guarantees will commence on the dates as specified in the contract documents and not on the date of installation or other dates.

**CLOSE OUT SUBMISSIONS:** The Subcontractor shall submit WSIB Clearance Certificate and original signed and sealed Statutory Declaration (CCDC Document 9B-01) prior to release of holdback or final draw. Warranties, maintenance manuals and other specified submissions are to be submitted and approved by the Consultant prior to the release of final monies.

**PRIME CONTRACT:** The Subcontractor agrees to be bound by all Consultant decisions and Prime Contract obligations in respect of which Contractor is bound to the Owner. If any disagreement arises between the conditions of the Prime Contract and the Purchase Contract, the Purchase Contract and these General Conditions will take precedent.

**PRECEDENCE:** These terms and conditions take precedence over any other terms and conditions supplied by the Subcontractor, and any such terms and conditions are of no force and effect unless agreed to in writing by the Contractor.

### **SPECIAL REQUIREMENTS**

**IMMEDIATE SUBMISSIONS:** The following items are to be submitted to our office via fax or email prior to commencement of work, to ensure that the first draw payments are not delayed or reduced:

1. Certificate of Liability Insurance, with Matheson Constructors Limited and the Owner named as additional insured
2. WSIB Clearance Certificate
3. WISR Report (Workplace Injury Summary Report)
4. Signed copy of the Purchase Contract
5. Current (dated within one year) Electronic Copy of your Health & Safety Manual
6. Completed Safety Policy Acknowledgement Form
7. Ontario Ministry of Labour "Constructors / Employers Registration Form" (Form 1000)
8. Safety Data Sheets (SDS) for all materials brought to site under your scope of work
9. Pre-Job Hazard Assessment
10. Copy of all current valid training certificates of employees assigned to the Project
11. Completed Declaration of Competent Supervisor
12. Draw Breakdown (if requested)

**SUBMISSIONS IN DUE COURSE:** The following materials must be submitted within the indicated time frames. As soon as possible.

- Shop Drawings

**SCHEDULE A – WORK DETAIL & SCOPE CONDITIONS:** The following is clarification of specific scopes of work related to your trade that is to be included in this Purchase Contract.

The Contractor and the Subcontractor agree that the materials to be furnished and the work to be done by the Subcontractor is:

Subcontractor: **NAME**

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**BONDING**

- Not Required

**SECURITY, & CLEANUP**

- Housekeeping, cleanup, and disposal off site of all material relating to the Subcontractor's work
- Work to be performed in a manner that minimizes/eliminates the production of dust
- Environmental cleanup due to spills caused by own forces and their equipment if applicable
- Fall arrest equipment and procedures for the Subcontractor's work
- Storage and security of your own materials and equipment
- Protection of other trades' work from damage by the trade
- Protection of existing services
- Disposal costs will be charged for the Subcontractor's waste placed in the Contractor's garbage containers
- Confined space procedures for the Subcontractor's work
- Task lighting for own work
- Scaffolding for own work
- Traffic control for deliveries
- All necessary electrical lockouts and tagging associated with your work
- Dust and mud control for own work

**SAFETY**

1. In addition to acknowledgement and acceptance of the Contractor's Health and Safety Policy Statement and Manual, the Subcontractor agrees to implement and administer the following procedures:
  - .1 The Subcontractor shall actively promote safe working performance by its employees and those for whom it is responsible. The Subcontractor's Site Supervisors shall attend all Supervisory Personnel Safety Meetings as may be scheduled by the Subcontractor's Project superintendent. It is expected that each Subcontractor will also conduct its own safety program best suited to its practical needs.
  - .2 The Subcontractor shall have a representative at the Scheduled Tool Box Safety Meetings and inform all of its employees and those for whom it is responsible of current safety procedures on the Project site.
  - .3 The Subcontractor shall cooperate with all safety representatives having jurisdiction at the Project site.
  - .4 The Subcontractor shall ensure that before any of its employees or those for whom it is responsible begin work on the Project, they have been advised and indoctrinated as to the safety rules and procedures of the Contractor's Health and Safety Policy Statement and Manual.
  - .5 The Subcontractor shall inform its employees and those for whom it is responsible of the location and use of emergency equipment.
  - .6 The Subcontractor shall inform its employees and those for whom it is responsible of existing Project procedures for First Aid and Ambulance calls.
  - .7 The Subcontractor shall take immediate action to correct unsafe practices or conditions when reported or observed.
  - .8 The Subcontractor should use its own regular system of inspection to detect and correct hazardous conditions, safety rule violations and unsafe work practices in its own area.
  - .9 The Subcontractor shall at all times provide and enforce the use of personal protective equipment required by Workers' Safety Insurance Board, local, Provincial, and Federal Regulations.
  - .10 The Subcontractor shall at all times employ good and orderly housekeeping methods. Special attention must be given to maintaining clear walkways, removal of trash, removal of slipping and tripping hazards, and proper storage of materials. Temporary material storage accesses must be requested and cleared through the Project Superintendent and kept neat at all times.

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- .11 The Subcontractors Site Supervisor or their representative shall give their current address and telephone number to the Subcontractor's Project Superintendent so that they may be contacted after hours in case of any emergency involving hazard, loss or damage of the Subcontractor's job or equipment.
  - .12 The Subcontractor must attend the pre-job Safety Meeting, if applicable, and at least one (1) site person, preferably the Subcontractor's Site Superintendent, must attend. Violation of occupational health and safety requirements or the Contractor's or Subcontractor's safety procedures violates the Subcontract and may result in termination of the Subcontract, at the Contractor's sole discretion. The Subcontractor shall be responsible for any damages incurred by the Contractor as a result of such termination.
  - .13 The Contractor takes enforcement of health and safety laws, policies and measures very seriously and has a zero tolerance policy toward health and safety-related infractions. The Contractor's supervisor and/or health and safety representative reserve the right to remove from the Project, without prior warning and without pay, and to require the termination from employment related to the Project, any person (including those for whom Subcontractor is responsible for) who violates Occupational Health and Safety Legislation and / or the Contractor's and Subcontractor's safety policies or procedures.
  - .14 Notwithstanding item 1.3, violation of Occupational Health and Safety Legislation and the Contractor's or Subcontractor's safety procedures violates the Subcontract and may result in termination of the Subcontract, at the Contractor's sole discretion.
  - .15 In the event of non-compliance with any of the requirements listed in this Subcontract any of the following may immediately occur:
    - .1 the Subcontractor will indemnify the Contractor and will be back-charged for or have set off against any amounts owed to the Subcontractor by the Contractor any costs associated with delays and non-completion of work caused by non-compliance & safety violations and or correction of safety deficiencies on the Subcontractor's behalf;
    - .2 the Subcontractor will be responsible for any fines or charges levied against the Contractor due to any Subcontractor activities (including activities of those for whom Subcontractor is responsible) which are non-compliant with any applicable legislation; and
    - .3 any and all Subcontractor employees or those for whom Subcontractor is responsible may be subject to disciplinary action, up to and including removal from the Project.
2. The Subcontractor will supply the following documents prior to its forces attending site:
- .1 A current WSIB Clearance Certificate.
  - .2 A current Certificate of Insurance.
  - .3 A completed Form 1000 "Registration of Constructors and Employers in Construction" document.
  - .4 A copy of their Corporate Safety Policy prior to commencement of site operations.
  - .5 Safety Data Sheets (SDS) for all materials brought to site by your forces.
  - .6 Copy of all current valid training certificates of employees assigned to the Project
  - .7 Pre-Job Hazard Assessment
  - .8 Completed Safety Policy Acknowledgment Form
  - .9 Current WSIR Report (Workplace Injury Summary Report)
3. The Contractor shall have the authority in an emergency to stop the progress of the Subcontract Work whenever, in the Contractor's opinion, such stoppage may be necessary to ensure the safety of life, or the protection of any part of the Project, or any neighboring property. The Contractor shall have the authority to make changes to the Subcontract and direct the Subcontractor or otherwise as may be necessary to ensure such safety, or protection of the property. Any such direction (if in fact a change) shall be dealt with in accordance with **CHANGES TO THE WORK (PG. 3)**.

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- Shop drawings and submittals as specified for the Subcontractor's work.
- Engineering (Stamped Drawings) as applicable.
- Costs incurred by the Contractor and the consultant for engineering review of shop drawings which have to be submitted more than two times.
- Any delays to the review process as a result of the subcontractor's inability to submit adequate shop drawings will be made up by the subcontractor at its own expense.
- Time is of the essence, upon the Subcontractor's receipt of the e-mail from the Contractor, they are to proceed with ordering equipment and material for this project. Mobilization will occur as per coordination between the Subcontractor and the Contractor's site staff.
- All extended manufacturer's warranties as specified.
- Closeout documents as specified (including but not limited to O&M Manuals and As Builts).

**SCHEDULE & COORDINATION**

- Mandatory attendance to the Contractor's coordination meetings and training sessions.
- Provision of a Construction Schedule and regular two-week look ahead schedules to meet the requirements of the Contractor's overall Project Schedule.
- All work required to be performed outside regular working hours in order to recover schedule that has been compromised by the Subcontractor to be done so at own cost.
- Coordination of shutdowns as necessary.
- Overtime hours is included as required to achieve schedule.
- The following provides an outline of the proposed schedule for preliminary planning purposes. The Baseline and Progress Schedules will take precedence in the event of any conflicts:
  - **Work to commence ----IN WORDS--; Work to be completed by ----IN WORDS---**

*\*Note: the commence work on site date does not account for any required mobilization time. The Subcontractor is responsible to ensure that equipment is on site and ready to work prior to the Commence work on site date.*

**MISCELLANEOUS**

- Quality Control and Quality Assurance for own work.
- Submit timesheets daily for any additional work requested by the Contractor. Timesheets to be signed by the Contractor's site representative.
- Coordination of all equipment deliveries to work with the Contractor's construction schedule and progress schedule.
- Power for own work.
- Work of this contract shall be performed during the regular work hours. All work shall be coordinated with the General Contractor 10 days in advance so that the General Contractor can coordinate with the client.
- Provide applicable notice (56 hours) to General Contractor prior to making connections to any existing services so that the General Contractor can coordinate with the client.
- Billing breakdown.
- Manufacturer and applicator's qualifications, as specified.
- Statutory and Maintenance Holdbacks as detailed in the Contract Documents.
- All work to be in coordination with the Contractor's construction schedule and progress schedule.
- The contractor is not liable for material or other price increases from the subcontractor that are not associated to a contract change. All price adjustments must be approved by the owner.



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**VALUATION OF CHANGES**

Further to the terms of the Contract, the following overhead and fee markups shall apply and take precedence over any contradiction otherwise:

The following maximum net overhead and profit markups by Subcontractors will be permitted on extra work:

<i>Change in the Contract Price</i>	<i>Subcontractor and Contractor's Own Forces Mark-Up (%) (includes overhead and profit)</i>	<i>Contractor Mark-Up (%) on Subcontractor's work (includes overhead and profit)</i>
\$0 - \$49,999.99	<b>0%</b>	<b>0%</b>
Over \$50,000	<b>0%</b>	<b>0%</b>

**BILLING BREAKDOWN**

Description	Est. Qty.	Unit	Unit Price	Total Price
	1	LS	\$ 0.00	\$ 0.00
<b>TOTAL SUBCONTRACT VALUE:</b>				<b>\$ 0.00</b>

**SCOPE EXCLUSIONS**

- HST

**GENERAL CONDITION AMENDMENTS:** It is agreed that the following changes are to be incorporated into the above General Conditions:

There are no amendments to the General Conditions.

**AGREEMENT EXECUTION:** The covering Purchase Contract requires a signature by a representative of the Subcontractor who is capable of binding the company. The Purchase Contract, including the General Conditions, will be deemed to be accepted by the Subcontractor when the Subcontractor commences work on any part of the work described or required by this Purchase Contract.