

Graham Company Name and Address

Service Provider Company Name and Address

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, A.D., \_\_\_\_

**BETWEEN** Graham Company Name  
(hereinafter known as the Contractor)

**AND** Service Provider Company Name  
(hereinafter known as the Service Provider)

**WHEREAS THE CONTRACTOR** has entered into an agreement (hereinafter called the "Prime Contract") dated the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ with

Owner Name  
(hereinafter called "the Owner")

for the construction of Project Name  
(hereinafter called "the Project")

**AND WHEREAS** the Prime Contract includes the services to be performed under this Agreement (hereinafter called the "Subcontract").

**AND WHEREAS** the Service Provider has agreed with the Contractor to be bound by all of the terms and conditions of the Prime Contract that are governed by the plans, specifications, general and supplementary conditions and addenda for the Project.

**WITNESSETH** the Contractor and the Service Provider agree as follows:

**ARTICLE 1 - The Services**

The Service Provider shall perform the services set out in Appendix A (hereinafter called the "Services") in respect to the Project at and for the Subcontract Price identified in Article 2 and as detailed in Appendix A.

**ARTICLE 2 - Subcontract Price**

The Subcontractor Price is \$XXX,XXX.XX dollars in Canadian Funds exclusive of any value added tax ("VAT", which shall include but not be limited to the Goods and Services Tax or the Harmonized Sales Tax as applicable under the Excise Tax Act) and inclusive of all other federal and provincial taxes of any kind whatsoever, and the Subcontract Price shall be subject to adjustment by the amount of any increase or decrease in cost to the Service Provider due to changes to such included taxes arising after the time of bid closing. The Subcontract amount will be adjusted based on approved quantities and unit prices for all unit price items.

**ARTICLE 3 - Surety Bonds/Service Provider Performance Security**

The Service Provider agrees to provide the following Surety Bonds and/or Service Provider Performance Security in a form acceptable to the Contractor, naming the Contractor as obligee:

**Performance Security Description.**

**ARTICLE 4 - Payment**

The Contractor agrees to pay the Service Provider for performance of the Subcontract as follows:

- (a) The Service Provider shall submit proper progress claims acceptable to the Contractor on or before the 20th day of each month for submission for certification to the Owner or the Owner's Consultant(s) designated pursuant to the Prime Contract covering services performed up to such date.
- (b) Payments will be made monthly on progress claims as certified by the Owner or its said Consultant(s) covering the services performed by the Service Provider plus the applicable VAT, such payments to be made within ten (10) days after the Contractor has received payment from the Owner.
- (c) Notwithstanding paragraph (b) above, if the Owner fails to make payment to the Contractor when due in accordance with the terms of the Prime Contract, the associated payment to the Service Provider will become due sixty (60) days after payment was due to the Contractor from the Owner.

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- (d) The Service Provider agrees that, if the Owner does not pay the Contractor for reasons of the Owner's insolvency or for reasons relating to the non-performance of the Service Provider, then, notwithstanding the provisions of paragraph (c) of this Article 4, the Contractor shall not be obligated to pay to the Service Provider the associated payment.

**ARTICLE 5 - Contract Documents**

The Service Provider agrees to be bound by all of the terms and conditions of the Prime Contract, including all plans, specifications, general and supplementary conditions and addenda thereto, and in construing the Service Provider's obligations under the Prime Contract, the term "Owner" will be read as "Contractor" and the term "Contractor" will be read as the term "Service Provider". The terms and conditions of the Prime Contract (including without limitation any guarantees or warranties thereunder as to performance and/or quality of the Work) and the plans, specifications, general and supplementary conditions and addenda of the Prime Contract, and the Subcontract Terms and Conditions, any appendices attached hereto and the Contractor's schedule as hereinafter provided for shall form part of this Subcontract and the whole shall constitute the entire Subcontract between the parties and the same are hereinafter referred to as the "Contract Documents".

**ARTICLE 6 - Schedule**

The Service Provider will begin the Services upon award of the Subcontract and will schedule its requirements to carry on and complete the Services in accordance with the Contractor's schedule, as amended from time to time, so as not to interfere with or delay the Services of the Contractor or any other Service Provider. The order and schedule of the Services will be determined at the sole discretion of the Contractor in consultation with the Service Provider. Notwithstanding any such consultation with the Service Provider the Contractor's determination of such order and schedule for the Services (whether made before or after the signing of this Subcontract) shall be binding upon the Service Provider. If the Service Provider fails to perform in accordance with the Contractor's schedule and by reason thereof the Contractor becomes liable for liquidated damage or other damages or incurs additional costs because of non-performance of the Service Provider, the Service Provider shall become responsible for payment to the Contractor of such proportionate share of any liquidated damages, other damages or losses so incurred.

**ARTICLE 7 - Addresses for Notices**

Addresses for notices for the parties under this Subcontract are:

Contractor's Address \_\_\_\_\_

Service Provider's Address \_\_\_\_\_

IN WITNESS THEREOF the parties hereto have executed this Agreement including Conditions annexed hereto, the day and year above written.

SIGNED AND DELIVERED in the presence of:

**Graham Company Name**

**Service Provider Company Name**

CONTRACTOR

SERVICE PROVIDER

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Authorized Signature)

**Graham Signing Authority – Name and Title**

(Name and Title)

(Name and Title)