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Standard Terms and Conditions for Subcontractors & Suppliers

Municipal Road & New Parking Lot

Niagara Health Systems

1. The following list of standard forms for subcontractors **MUST** be completed by all subcontractors and returned to the Rankin Construction Inc. office within 7 business days after receipt of this document and purchase order. Subcontractors will not be permitted to mobilize to site without the forms being completed and returned to our office.

    1) MOL Registration Form 1000.
    2) Subcontractors Compliance Agreement, to acknowledge receipt and compliance with Rankin Construction Inc's Safety Policy, (see Item 2 below).
    3) Copy of Subcontractor Health & Safety Policy.
    4) Certificate on Insurance.
    5) Copy of all MSDS sheets for controlled products intended for use on this project.
    6) WSIB Clearance Certificate.

2. All subcontractors **MUST** attend the weekly safety meetings held on site by Rankin Construction Inc., if they are working on site at that time. The Rankin Construction Inc. safety policy as well as the current policies and regulations outlined in the OHSA must be followed. ***A copy of our Safety Policy and Procedure Manual can be found on our website. Please review it with your crews and acknowledge your review by signing the "Subcontractors Compliance Agreement" and returning it to our office prior to your crews mobilizing on our site (see item 1.1 above).*** Major sub-contractors may also be required to have a representative on the projects joint health and safety committee.

3. All work to be completed in accordance with applicable and relevant Contract drawings, specifications, standard and non-standard special provisions, OPS, all addenda, and all questions & answers documented during the bidding period. It is the responsibility of all suppliers and subcontractors to ensure that all applicable documents have been reviewed.

4. Submittals, shop drawings, design calculations, procedures, material test data, along with all other relevant information must be submitted to Rankin Construction Inc as soon as possible. All field measurements required for preparation of shop drawings shall be carried out by the Subcontractor. RCI's review of submittals does not relieve the subcontractor from the responsibility of conforming to contract requirements and for verification of field measurements.

5. Acceptance of your quotation by Rankin Construction Inc. is based on all work being completed on schedule and adjusted to meet revised schedules prepared by Rankin Construction Inc. Failure to

meet the RCI schedule may result in liquidated damages charges or other costs required to make up lost time. Liquidated damages would only be charged in cases where the subcontractor is responsible for such delay. The amount of liquidated damages shall be consistent with the amount identified in the general contract. The prices bid for all subcontract work are to include all costs (overtime, shift premium, etc.) required to maintain the construction schedule. Scheduled delivery dates for critical items must be submitted to Rankin Construction as soon as possible. A list of required submissions for each subcontractor work must also be provided by the subcontractor as soon as possible with the anticipated submittal dates identified. These dates may be incorporated into the overall project schedule. A copy of our overall project schedule shall be available for review by all subcontractors.

6. Subcontractors must be prepared to coordinate work with other crews that must share common work areas.

7. Subcontractors are responsible for arranging their own locates for underground work (unless special arrangements are established ahead of time between the RCI and the subcontractor for joint requests).

8. Subcontractors are responsible for cleanup of their own work. Failure to do so will result in the cleanup being completed by Rankin Construction Inc. All costs associated with the cleanup work will be back-charged to the respective subcontractor.

9. Any and all submittals such as but not limited to shop drawings, design calculations, procedures, material test data, along with all other relevant information must be submitted to Rankin Construction Inc. as soon as possible. All field measurements required for preparation of shop drawings shall be carried out by the subcontractor. Submittals shall be provided in pdf format initially, and then followed up with seven (7) hard copies. RCI review of documents does not relieve subcontractors from the responsibility of their work conforming to contract requirements. The submittals must be accompanied by a written notice of any variances from the contract documents. QVE certificates for all submissions (when required) shall be the responsibility of the subcontractor.

10. Subcontractors are responsible for compiling their own quantities for their completed work on a monthly basis and providing detailed summary backup of the quantities. This information must be submitted within 3 business days of the last day of the month to enable the work to be included on the monthly payment certificate. Failure to provide the necessary information may result in payment delays. In the event that there is any discrepancy between the subcontractor's quantities and those of the Contract Administrator, the Contract Administrator's quantities shall govern until the issue can be resolved. Subcontractors are responsible for compiling and submitting daily work records for any extra or hourly work. Work records must be signed by an RCI representative on a daily basis. RCI approval of extra work costs must be obtained prior to invoicing in order to avoid payment delays.