AGREEMENT BETWEEN SUBCONTRACTOR AND SUB-SUBCONTRACTOR

SUB-SUBCONTRACTOR COPY

SUB-SUBCONTRACT NO. _____

THIS AGREEMENT made this _____ day of _____, A.D. 20_____

BETWEEN

name _____
(hereinafter called the "Subcontractor")
address _____

AND

name _____
(hereinafter called the "Sub-subcontractor")
address _____

WHEREAS THE SUBCONTRACTOR has entered into an agreement (hereinafter called the "Subcontract") dated the _____ day of_____, 20____, with

_____

name (hereinafter called the "Prime Contractor")

for the construction of _____

_____

(hereinafter called the "Subcontract Work")

under which _____

has been appointed as the Consultant (hereinafter called the "Consultant")

AND WHEREAS the Subcontract includes the work to be performed under this Agreement (hereinafter called the "Sub-subcontract");

AND WHEREAS the Sub-subcontractor has agreed with the Subcontractor to construct, install and complete the portion(s) of the Subcontract Work and supply the materials necessary therefore as hereinafter set forth;

NOW THEREFORE THIS SUB-SUBCONTRACT WITNESSETH AS FOLLOWS:

ARTICLE 1 - THE WORK

A. The Sub-subcontractor shall supply all the labour, supervision, materials, tools, and equipment necessary to construct, install and complete the following portion(s) of the Subcontract Work (hereinafter called the "Work"), at and for the Sub-subcontract price(s) (hereinafter called the "Sub-subcontract Price"), namely:

_____
_____
_____
_____

all in a proper and workmanlike manner and in accordance with the requirements and on the terms and conditions of: (1) the Prime Contract (including, without limitation, such documents as drawings, specifications, instructions to bidders, general and/or special conditions, and any addenda thereto issued before the date of Sub-subcontractor's tender closing to the Subcontractor or as modified herein), (2) the Subcontract, to the extent the terms and conditions of the Subcontract are applicable to this Sub-subcontract, and (3) this Sub-subcontract including the Sub-subcontract Conditions, together with those Appendices, if any, listed hereafter forming part hereof (hereinafter called the "Contract Documents"):

_____
_____
_____

B. The Sub-subcontractor will begin work on or about the _____ day of_____, 20____, and will carry on and complete the Work on or before the _____ day of_____, 20____, (hereinafter called the "Sub-subcontract Time") generally in accordance with the Schedule attached hereto or as otherwise provided for by the Prime Contract or the Subcontract. The Sub-subcontractor shall carry out its work in a manner which shall not delay the work of others on the Project. The order and schedule of the Work will be at the discretion of the Subcontractor in consultation with the Sub-subcontractor.

C. The period of time in SSC 18 shall be _____ days.

ARTICLE 2 - PAYMENT

The Subcontractor agrees, subject to such additions and deductions for changes as may be determined in accordance with the terms hereof, to pay the Sub-subcontractor the sum of _____ and Federal and/or Provincial value-added and/or sales taxes in effect at the time of the Sub-subcontractor's tender closing in Canadian Funds for the performance of this Sub-subcontract as follows:

A. Invoices (_____copies) covering progress claims showing this Sub-subcontract Number must be received by the Subcontractor located at _____

_____

no later than _____ days before the end of the month in which materials were supplied or work performed. In the event invoices are received later than this, the Subcontractor may postpone payment to the month following that in which it would otherwise have been due, notwithstanding any other provision of this Sub-subcontract.

B. Payments shall be made monthly on progress estimates as approved by the Subcontractor covering _____% of the value of the Work completed by the Sub-subcontractor to the end of the previous month; such payments to be made _____ days after the Subcontractor receives payment for such Work from the Prime Contractor, but in no event shall payment be made later than 45 days after receipt of the Sub-subcontractor's monthly progress estimate by the Subcontractor.

C. Payment of the balance owing under this Sub-subcontract shall be made within 10 days after payment has been received by the Subcontractor, or within a reasonable period of time after the Subcontractor's application for final payment under the Subcontract, or termination of the Subcontract or Prime Contract, or stoppage of the Project, whichever is earlier.

This provision shall not relieve the Subcontractor from its obligation of payment to the Sub-subcontractor in the event the Subcontractor does not receive the balance of the contract funds from the Prime Contractor within a reasonable period of time.

D. If the Subcontractor fails to make any payments to the Sub-subcontractor as such payments become due under the terms of this Sub-subcontract, or under an award by arbitration or a Court, interest of _____% per annum above the Prime Rate on such unpaid amounts shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly. The Prime Rate shall be the rate of interest quoted by _____ *(insert name of chartered lending institution whose prime rate is to be used)* for prime business loans as it may change from time to time. Interest shall apply on the settlement amount of any claim in dispute that is resolved either pursuant to SSC 25 or otherwise, from the date the amount would have been due and payable under the Sub-subcontract, had it not been in dispute, until the date it is paid.

ARTICLE 3 - AGREEMENT

All the documents as set forth in Article 1 A. form part of this Sub-subcontract and the whole shall constitute the entire contract between the parties. This Sub-subcontract shall enure to the benefit of and be binding upon the parties hereto, their respective successors, executors, administrators and permitted assigns.

ARTICLE 4 - ADDRESSES FOR NOTICES

Addresses for notices for the parties under this Sub-subcontract are:

_____

_____

(Subcontractor's Address)

_____

_____

(Sub-subcontractor's Address)

IN WITNESS WHEREOF the parties hereto have executed this Sub-subcontract including Conditions following, the day and year first above written,

SIGNED, SEALED AND DELIVERED

in the presence of

_____

_____

_____

Subcontractor _____

per: (Signature) _____

(Name and Title) _____

Seal

Sub-subcontractor _____

per: (Signature) _____

(Name and Title) _____

Seal

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SUB-SUBCONTRACT CONDITIONS

SSC 1 - PRECEDENCE

1.1 In the event of any discrepancy between the various documents constituting the Prime Contract, the Subcontract between the Prime Contractor and the Subcontractor, and this Sub-subcontract, the terms and conditions of this Sub-subcontract shall prevail, except as may be otherwise noted in the Appendices, if any.

SSC 2 - REGULATIONS, LAWS, ETC.

2.1 The law of the place of the Work shall govern this Sub-subcontract.

SSC 3 - PERMITS, LICENSES AND CERTIFICATES

3.1 The Sub-subcontractor shall obtain and pay for all permits, licenses and certificates relative to the Work under this Sub-subcontract.

SSC 4 - INSTRUCTIONS AND DECISIONS

4.1 The Sub-subcontractor shall carry out the instructions of the Subcontractor relative to the Work. The Subcontractor shall determine all matters pertaining to this Sub-subcontract and direct the Sub-subcontractor accordingly. Should the Sub-subcontractor hold such instructions to be at variance with this Sub-subcontract or to involve changes in the Work already built, fixed, ordered or on hand or to be given in error, the Sub-subcontractor shall notify the Subcontractor in writing before proceeding to carry them out. If the Subcontractor and the Sub-subcontractor fail to reach agreement with respect to any such instruction and the Subcontractor decides to have such instruction carried out, the Sub-subcontractor shall comply with such instruction without delay. Any unresolved questions of difference of cost resulting from any such instruction shall be decided in the manner provided by SSC 25 hereof.

4.2 Whenever by the terms of this Sub-subcontract any matter is to be decided, stipulated, requested or required by the Subcontractor or to be done to the approval or satisfaction or at the discretion or with the authority or according to the opinion of the Subcontractor or acceptable or satisfactory to the Subcontractor or otherwise to be subject to singular or discretionary determination by the Subcontractor, the Subcontractor shall act reasonably and in a timely manner and if the Subcontractor's approval or consent is required pursuant to any provision of this Sub-subcontract such approval or consent shall not be unreasonably withheld.

SSC 5 - CHANGES TO THE WORK

5.1 The Subcontractor, without invalidating this Sub-subcontract, may make changes by altering, adding to, or deducting from the Work and the Sub-subcontract Price and Sub-subcontract Time shall be adjusted accordingly. No changes shall be made without a written order from the Subcontractor and, subject to the provisions of SSC 25 hereof, no claim for an addition or deduction to the Sub-subcontract Price or change in the Sub-subcontract Time shall be valid unless so authorized and at the same time valued or agreed to be valued at a price satisfactory to the Subcontractor and the Sub-subcontractor.

SSC 6 - SHOP DRAWINGS

6.1 The Subcontractor shall determine the number of copies of shop drawings as may reasonably be required together with the procedure and schedule for the transfer of them, and the Sub-subcontractor shall prepare and supply such shop drawings in compliance with the Prime Contract.

SSC 7 - RECORD DRAWINGS, MAINTENANCE MANUALS, ETC.

7.1 The Sub-subcontractor shall supply all record drawings, maintenance manuals, instructions, brochures, guarantees, warranties, certificates, and other similar documents, as required of it by the Contract Documents in a manner and at a time stipulated by the Subcontractor but in any event not later than the Sub-subcontractor's final progress estimate or 3 weeks before the Consultant's final inspection, whichever is earlier.

SSC 8 - TRIAL ASSEMBLIES AND SAMPLES

8.1 The Sub-subcontractor shall furnish such mock-ups, trial assemblies and samples, as are required by the Contract Documents at such times and in the manner requested by the Subcontractor.

SSC 9 - TESTS AND DESIGNS

9.1 The Sub-subcontractor shall furnish any tests and designs related to the Work as may be required by the Subcontractor in addition to tests and designs called for in the Contract Documents. If the Work to which such tests and designs is related is found to be in accordance with the Contract Documents, the Subcontractor shall pay the cost of re-examination, testing, designs and replacements.

SSC 10 - SUPERVISION AND WORKERS

10.1 The Sub-subcontractor shall keep on the Project, at all times during the course of the Work, an experienced, designated responsible person and any necessary assistants, all of whom shall be satisfactory to the Subcontractor. This person shall not be changed except with the consent of the Subcontractor, unless such person proves to be unsatisfactory to the Sub-subcontractor or ceases to be in the Sub-subcontractor's employ. This person shall represent the Sub-subcontractor and directions on minor matters given to the person shall be held to be given to the Sub-subcontractor. Important directions shall be given in writing to the Sub-subcontractor. The Sub-subcontractor shall provide efficient supervision to the Work, using its best skill and attention. The Sub-subcontractor shall not employ on the Work any unfit person or anyone not skilled in the work assigned to them.

SSC 11 - EMERGENCIES

11.1 The Subcontractor and the Prime Contractor have authority in an emergency to stop the progress of the Work whenever, in the Subcontractor's or Prime Contractor's opinion, such stoppage may be necessary to ensure the safety of life, or any part of the Project, or neighbouring property. The Subcontractor has the authority to make changes and to order, assess and award the costs of work extra to the Sub-subcontract or otherwise as may, in the Subcontractor's opinion, be necessary to ensure such safety.

SSC 12 - PROTECTION OF THE WORK AND PROPERTY

12.1 The Sub-subcontractor shall be responsible for the protection of its own Work and shall take all reasonable precautions to protect the Work and property of others during the performance of the Work.

SSC 13 - WARRANTY

13.1 The Sub-subcontractor warrants the Work in accordance with the Contract Documents. No payment to the Sub-subcontractor and no partial or entire occupancy of the Work by the Owner shall be construed as an acceptance of any Work or material not in accordance with this Sub-subcontract. The Sub-subcontractor shall promptly remove from the Project any defective Work, whether the result of poor workmanship, use of defective materials, damage through carelessness or other act or omission of the Sub-subcontractor, which has been condemned by the Subcontractor or the Prime Contractor as failing to conform to the Contract Documents, whether incorporated into the Work or not. The Sub-subcontractor shall promptly replace and re-execute such defective or condemned Work. The Sub-subcontractor agrees to pay for damage resulting from corrections made under this requirement.

SSC 14 - HOUSEKEEPING

14.1 During construction, the Sub-subcontractor shall at all times remove and keep removed from the site all debris resulting from its operations, and upon completion of the Work shall remove all temporary structures belonging to the Sub-subcontractor, and shall leave the worksite in a neat and tidy condition.

SSC 15 - BONDING

15.1 Notwithstanding the terms and conditions of the instructions to bidders, the Sub-subcontractor, if required by the Subcontractor, must produce bonds with a Surety in a form acceptable to the Subcontractor and must maintain same in good standing until completion of this Sub-subcontract, provided however, that any such requirement must be requested by the Subcontractor within 15 days of the execution of this Sub-subcontract. The cost of a Labour and Material Payment bond and/or Performance bond shall be borne by the Sub-subcontractor if called for at the time of tendering, but otherwise the cost shall be borne by the Subcontractor. Any demonstrable costs associated with a change of the Surety company at the instruction of the Subcontractor shall be borne by the Subcontractor.

SSC 16 - INSURANCE AND WORKERS COMPENSATION

16.1 Except as otherwise specified, the Sub-subcontractor shall provide, maintain and pay for:

(a) general liability insurance,
(b) automobile liability insurance,
(c) where applicable, aircraft and watercraft liability insurance, and
(d) contractor's equipment insurance,

in compliance with CCDC 41 - CCDC INSURANCE REQUIREMENTS (read "Contractor" as "Sub-subcontractor" and "Owner" as "Subcontractor") or, if the Prime Contractor must provide greater limits and coverages under the Prime Contract than specified in CCDC 41, not less than such greater limits and coverages.

16.2 If the Prime Contractor or the Owner provide a wrap-up general liability policy that includes the Sub-subcontractor as a named or additional insured, and provided the policy waives subrogation and cross-claim against the Sub-subcontractor, the Sub-subcontractor need not provide its own general liability insurance as specified in SSC 16.1(a), but if the Sub-subcontractor chooses to provide its own insurance, such insurance shall be excess to the wrap-up liability policy and not primary.

16.3 Prior to commencement of the Sub-subcontract Work and upon placement, renewal, amendment, or extension of all or any part of the insurance, the Sub-subcontractor shall promptly provide the Subcontractor with confirmation of coverage and, if requested, a certified true copy of the policies.

16.4 The Prime Contractor will provide, maintain and pay for "broad form" property insurance and, where such risks exist, boiler and machinery insurance with limits and coverages not less than those specified in CCDC 41 - CCDC INSURANCE REQUIREMENTS, unless such insurance is provided by the Owner. Such policies will include the Sub-subcontractor as insured and waive subrogation and cross-claim against the Sub-subcontractor.

16.5 Where the Sub-subcontractor is insured under a policy provided by the Prime Contractor or the Owner, upon the Sub-subcontractor's request the Subcontractor shall arrange for the Sub-subcontractor to be provided with confirmation of coverage and, if requested, a certified true copy of the policies.

16.6 The Sub-subcontractor shall at all material times comply with the applicable Workers compensation legislation and, if requested by the Subcontractor, immediately provide documentation confirming such compliance.

SSC 17 - HOLD HARMLESS

17.1 The Subcontractor and the Sub-subcontractor shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits or proceedings whether in respect to losses suffered by them, or in respect to claims by third parties, that arise out of, or are attributable in any respect to their involvement as parties to this Sub-subcontract, provided such claims are:

.1 caused by:
(a) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or
(b) a failure of the party to the Sub-subcontract from whom indemnification is sought to fulfil its terms or conditions;
and

.2 made in writing within a period of 6 years from the date of Substantial Performance of the Work, as set out in the certificate of Substantial Performance of the Work, or within such shorter period as may be prescribed by any limitation statute of the province or territory of the Place of the Work.

The parties expressly waive the right to indemnity for claims other than those provided for in this Sub-subcontract.

17.2 The obligation of either party to indemnify as set forth in SSC 17.1 shall be limited as follows:

.1 In respect of losses suffered by the Subcontractor and the Sub-subcontractor for which insurance is to be provided by either party pursuant to SSC 16, the general liability insurance limit for one occurrence as referred to in CCDC 41 – CCDC INSURANCE REQUIREMENTS in effect at the time of bid closing.

.2 In respect to losses suffered by the Subcontractor and the Sub-subcontractor for which insurance is not required to be provided by either party in accordance with SSC 16, the greater of the Prime Contract price or $2,000,000, but in no event shall the sum be greater than $20,000,000.

.3 In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in SSC 17.2.1 and SSC 17.2.2 shall apply.

17.3 The obligation of either party to indemnify the other as set forth in SSC 17.1 and SSC 17.2 shall be inclusive of interest and all legal costs.

17.4 In respect to any claim for indemnity or to be held harmless by the Subcontractor or the Sub-subcontractor:

.1 written notice of such claim shall be given within a reasonable time after the facts upon which such is claim is based became known;

.2 should any party by required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this Sub-subcontract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

SSC 18 - SUBCONTRACTOR'S RIGHT TO DO WORK OF THE SUB-SUBCONTRACTOR OR TERMINATE THE SUB-SUBCONTRACT

18.1 If the Sub-subcontractor should neglect to prosecute the Work properly or fail to perform any provisions contained in the Contract Documents, the Subcontractor may give the Sub-subcontractor written notice specifying such default and if such default shall continue for the period of time specified in Article 1C of the Agreement, the Subcontractor, without prejudice to any other right or remedy it may have, may make good such deficiencies and deduct the cost thereof from the payment otherwise due to the Sub-subcontractor or may terminate this Sub-subcontract, and may, for the purpose of completing the Work, take possession of all materials, tools and equipment, upon the premises, and may either complete this Sub-subcontract itself or employ any other person, firm or corporation to do so, charging all costs incurred to the Sub-subcontractor.

18.2 If the Sub-subcontractor should be adjudged bankrupt, or if a judgement is made and is not satisfied, or makes a general assignment for the benefit of creditors or if a receiver is appointed on account of the Sub-subcontractor's insolvency, the Subcontractor may, without prejudice to any other right of remedy it may have, by giving to the Sub-subcontractor or receiver or trustee in bankruptcy written notice, take over the Work of the Sub-subcontractor, or terminate the Sub-subcontract. In completing the Work of the Sub-subcontractor, the Subcontractor shall be entitled to recover all costs incurred as a result of completion of the Sub-subcontract including any replacement contractors, labour, equipment, materials, interest, legal expenses and any other costs associated with or resulting from completing the Work of the Sub-subcontract.

SSC 19 - SUB-SUBCONTRACTOR'S RIGHT TO STOP WORK OR SUSPEND OR TERMINATE THE SUB-SUBCONTRACT

19.1 If the Subcontractor should be adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency or if a receiver is appointed because of the Subcontractor's insolvency, the Sub-subcontractor may, without prejudice to any other right or remedy it may have, by giving the Subcontractor or receiver in bankruptcy written notice, terminate the Sub-subcontract.

19.2 If the Work should be stopped or otherwise delayed for a period of 30 days or more under an order of any Court, or other public authority, and providing that such order was not issued as the result of any act or fault of the Sub-subcontractor or of anyone directly or indirectly employed by it, the Sub-subcontractor may, without prejudice to any other right or remedy it may have, by giving the Subcontractor written notice, terminate the Sub-subcontract.

19.3 The Sub-subcontractor may notify the Subcontractor in writing that the Subcontractor is in default of its contractual obligations if the Subcontractor should fail to pay the Sub-subcontractor in accordance with the time for payment stated in Article 2 of the Agreement, or if the Subcontractor should be in substantial default of any of its other obligations under this Sub-subcontract. Such written notice shall advise the Subcontractor that if such default is not corrected within 5 working days from the receipt of the written notice the Sub-subcontractor may, without prejudice to any other right or remedy it may have, stop work and/or terminate the Sub-subcontract.

19.4 If the Sub-subcontractor terminates the Sub-subcontract under the conditions set out above, the Sub-subcontractor shall without prejudice to any other right or remedy it may have, be entitled to be paid for all Work performed and for any loss sustained with respect to products and construction machinery and equipment, with reasonable profit, damages and legal expenses.

19.5 If the Prime Contract, or the Subcontract between the Prime Subcontractor and the Subcontractor, is terminated for any reason, either the Subcontractor or Sub-subcontractor may terminate this Sub-subcontract upon written notice to the other. Thereafter the respective rights of the parties shall be as if the Sub-subcontractor had terminated the Sub-subcontract under any of the above conditions.

SSC 20 - PROJECT MATERIALS AND EQUIPMENT

20.1 The Sub-subcontractor shall not remove any materials or equipment brought on to the Project for incorporation into the Work without written authority of the Subcontractor.

SSC 21 - ASSIGNMENT

21.1 Neither party to this Sub-subcontract shall assign the Work or any part thereof without written consent of the other. The Sub-subcontractor will not assign payments under this Agreement without the written consent of the Subcontractor, provided always, however, that the Sub-subcontractor by reason of this provision will not be precluded from assigning or pledging the benefits of this Sub-subcontract in the normal course of business.

SSC 22 - STATUTORY DECLARATION

22.1 Before payment of any amount payable pursuant to Article 2 of the Agreement is made, the Sub-subcontractor must execute and submit a Statutory Declaration to the Subcontractor or such other form as may be acceptable to the Subcontractor.

SSC 23 - PAYMENT OF BILLS

23.1 The Sub-subcontractor shall promptly and satisfactorily settle and pay for all accounts, claims or liens with respect to the Work. If, after having received 2 working days written notice from the Subcontractor to settle and pay such accounts, claims or liens, the Sub-subcontractor fails or refuses to settle or pay same, the Subcontractor shall have the right to settle or pay such accounts, claims and/or liens for the account of the Sub-subcontractor and the receipt issued to the Subcontractor with respect to such accounts, claims or liens shall be conclusive evidence as to such payments and the amount thereof. Notwithstanding the foregoing provision, the Sub-subcontractor shall not be required to pay any such accounts, claims or liens if it has reasonable grounds for disputing same and the Subcontractor in these circumstances will only have the right to pay or settle such accounts, claims or liens in such manner as in its opinion, will not prejudice the Sub-subcontractor's right to dispute same.

SSC 24 - PARTIAL OCCUPANCY

24.1 Should the Owner request partial occupancy, the Sub-subcontractor shall prepare the portion of the Work necessary for such partial occupancy.

SSC 25 - DISPUTES

25.1 In the case of any dispute arising between the Subcontractor and the Sub-subcontractor as to their respective rights and obligations under the Sub-subcontract shall be resolved, in the first instance, by amicable negotiations, failing which either party hereto shall be entitled to give the other written notice of such dispute. In such case, the parties shall engage in mediated negotiations in accordance with the provisions of the latest edition of the Rules for Mediation contained in CCDC 40 - Rules for Mediation and Arbitration of Construction. Failing resolution of such dispute by mediation, either party may, no later than 10 working days after the date of termination of the mediated negotiations, refer the dispute to be finally resolved by arbitration in accordance with the provisions of the latest edition of the Rules for Arbitration contained in CCDC 40 – Rules for Mediation and Arbitration of Construction Disputes.

25.2 Arbitration proceedings or legal proceedings shall not take place until after the performance or alleged performance of the dispute Work, except:

(a) when the dispute concerns a progress payment;
(b) where either party can show that the matter in dispute requires immediate consideration while evidence is available;
(c) in the case of legal proceedings, where the action may become prescribed by reason of delay.

25.3 If, during the continuation of a dispute, the Subcontractor deems continuation of the Work of the Sub-subcontractor to be necessary under the terms of the Subcontract between the Prime Subcontractor and the Subcontractor, the Subcontractor may order the Sub-subcontractor to continue such Work under protest. Continuation of any Work under protest, either by written direction of the Subcontractor, or by written notice of the Sub-subcontractor that such Work is being performed under protest, shall not prejudice any right or remedy of the Sub-subcontractor to receive fair and reasonable payment for the Work done under protest or for materials furnished or equipment provided to execute such Work done under protest.

25.4 Should any dispute arise between the Subcontractor and Sub-subcontractor in any way pertaining to this Sub-subcontract, that is related to a dispute between the Prime Contractor and the Subcontractor or between the Owner and the Prime Contractor, such dispute shall be disposed of in the same manner, by the same Arbitrator or Arbitration panel, at the same time, and in the same hearing as the dispute is to be disposed of as agreed between the Prime Contractor and the Subcontractor or between the Owner and the Prime Contractor.

SSC 26 - SAFETY

26.1 The Sub-subcontractor agrees to respect and comply with all applicable safety legislation and comply with all safety procedures on the Project as provided by the Project's Prime Contractor and set forth in the Appendices, if any, attached hereto.

SSC 27 - ROYALTIES AND PATENTS

27.1 The Sub-subcontractor shall indemnify the Subcontractor, the Prime Contractor and the Owner against all actions, claims of proceedings for infringement of any patent rights and for royalties or other payments which may be payable in connection with any such patent rights in carrying out the Sub-subcontract.