

# WEST COAST TURN KEY

Design \* Manage \* Build

THIS AGREEMENT made this 26 November 2024

- Between -

**WEST COAST TURN KEY LTD.**

(the "Contractor")

- and -

SSC Countertops  
8288 North Frazer Way, Unit 102  
Burnaby BC, V3N 0E9

(the "Sub-Contractor")

The Contractor having entered into a Contract dated November 2021 with Martin and Michelle Gerber (the "Owner") (the contract, the "Prime Contract") to manage the pre-construction and construction phase of Echo Beach, 7531 Cove Beach Road, Halfmoon Bay BC (the "Project").

THE CONTRACTOR AND SUB-CONTRACTOR AGREE AS FOLLOWS:

**1. THE WORK AND PRICE:** The Sub-Contractor shall supply all the labour, supervision, materials, tools, consumable supplies and equipment necessary to and shall construct, install and complete that certain scope of work for the Project (hereinafter called "the Work"), as specified by reference to the terms, plans, drawings, conditions, specifications, schedules and addenda (together, "Terms") of the Prime Contract, or as qualified herein, as set out in Schedule A for the price(s) set out in **ITEM 23** below.

**2. INCORPORATION BY REFERENCE OF PRIME CONTRACT:** Subject to Article 5, the Terms of the Prime Contract in respect of the Work are incorporated herein by reference and govern the rights and obligations as between the Contractor and Sub-Contractor.

**3. PROGRESS PAYMENTS:** The Sub-Contractor shall make written application for payment to the Contractor for that portion of the Work performed during the prior month no later than the 25<sup>th</sup> of each month. The applications for payment shall include the agreed Schedule of Values, in the form directed by the Contractor. Payment equal to the value of the Work performed by the Sub-Contractor at the prices stated in this Agreement based on the measure of Work certified by the payment certifier under the Prime Contract (the "Payment Certifier"), less a holdback (the "Holdback") equal to 10% of the certified value, shall be made by the Contractor to the Sub-Contractor by the end of the next month.

**4. RELEASE OF HOLDBACK:** For Projects to which the Builders Lien Act applies, the Contractor shall release and pay to the Sub-contractor the Holdback on expiry of the Holdback Period as defined in the *Builders Lien Act*. Otherwise, the Contractor shall release and pay the Sub-Contractor the Holdback upon substantial performance of the Work, achieved when the Work is ready for use or is being used for the purpose intended as certified by the Payment Certifier. In either instance, the Contractor may withhold any amount reasonably required to secure the completion of deficiencies, payment of which shall be made upon their rectification of those deficiencies as certified by the Payment Certifier.

{00425576-2}

#4 - 6695 Nelson Ave, West Vancouver, BC V7W 2B2 - P: 604-812-4633 office@westcoastturnkey.com  
www.westcoastturnkey.com



**5. CONFLICT WITH PRIME CONTRACT:** In the event of any conflict between this Agreement and the Prime Contract, this Agreement shall govern absent express agreement in respect of specific provisions in Schedule A.

**6. TIME OF PERFORMANCE:** The Sub-Contractor agrees to prosecute the Work in compliance with its contractually agreed schedule and to do so in coordination with the Contractor's schedule, or if no schedule is agreed upon, the Sub-Contractor agrees to prosecute the Work in compliance with the schedule agreed to between Owner and Contractor as it relates to the Work. Revisions to the Sub-Contractor's schedule as required from time to time may be made by the Contractor by written notice which shall be complied with by the Sub-Contractor without additional reimbursement.

In the event the Contractor believes the Sub-Contractor's schedule may be slipping, the Contractor may, in its sole discretion but acting reasonably, issue notice(s) of acceleration requiring the Sub-Contractor to increase manpower on site so as to achieve scheduled performance of the Work. The Sub-Contractor shall comply with any such notice of acceleration immediately. In the event of the Sub-Contractor's failure to comply with a notice of acceleration within 24 hours, the Contractor may supplant the Sub-Contractor's workforce with its own crews or that of alternative contractors, the costs of which will be borne entirely by the Sub-Contractor at cost plus markup of 15%.

If the Sub-Contractor fails to perform the Work in accordance with the agreed schedule, the Sub-Contractor shall be liable to the Contractor for any incurred additional costs as a result thereof, at cost plus 15%.

If the Sub-Contractor is delayed in the performance of its Work as a result of circumstances entitling the Contractor to a schedule extension and/or additional payment under the Prime Contract, then the Sub-Contractor shall be entitled to a corresponding extension of the Sub-Contractor's schedule and/or a corresponding payment for the Sub-Contractor's costs attributable to the delay, provided the Subcontractor has given notice of such delay in such time and manner as to allow the Contractor to meet its' notice requirements under the Prime Contract.

**7. MANAGEMENT OF THE WORK.** The Sub-Contractor shall assign a key supervisor or individual to oversee the Work. This key individual shall attend all Project team meetings, as requested by the Contractor, at Sub-Contractor's cost, and shall not be removed by the Sub-Contractor without prior written approval of the Contractor.

**8. INSURANCE:** The Sub-Contractor shall maintain continuously during the currency of this Agreement: (a) WorkSafe B.C. coverage; (b) automobile liability insurance; (c) general liability insurance for bodily injury and property damage; and, if applicable, (d) aircraft and watercraft liability insurance. All liability policies shall be in amounts and coverage, and with deductibles, reasonably acceptable to the Contractor which, unless after specific approval by the Contractor to the contrary, shall not be less than the amount which is required of the Contractor under the Prime Contract. The general liability insurance policy shall be endorsed to name the Contractor, and Owner, as insured but only with respect to liability arising out of the Subcontractor's performance of the Work. The Sub-Contractor shall provide the Contractor with certificates of insurance which shall show, in addition to the type and limits of insurance, an undertaking by the insurers that such policies are in force and will not be cancelled or annulled except upon ten (10) days' notice in writing to the Contractor. In the event the Sub-Contractor fails to provide the required policy coverage and supporting documentation, the Contractor, at its sole discretion, may place insurance sufficient to cover the operations of the Sub-Contractor with respect to the Work and charge the costs of the same to the Sub-Contractor.

{00425576-2}

**#4 - 6695 Nelson Ave, West Vancouver, BC V7W 2B2 - P: 604-812-4633 office@westcoastturnkey.com  
www.westcoastturnkey.com**



**9. INDEPENDENT CONTRACTOR:** The Sub-Contractor shall be and remain an independent contractor. No partnership, joint venture, or agency involving the Contractor is created by the Agreement or by any action of the parties under the Agreement.

**10. CONTRACTOR'S RIGHT TO TERMINATE AGREEMENT:** If the Sub-Contractor commits an act of bankruptcy or a receiving order is made against it, or if the Sub-Contractor abandons the Work or if the Work is unreasonably delayed by the Sub-Contractor, the Contractor may by written notice, without prejudice to any other right or remedy the Contractor may have, terminate the Sub-Contractor's right to continue with the Work in whole or in part or terminate the Agreement, and in either case the Contractor may thereupon complete said Work with its own forces or contract with other parties for its completion using such measures as in the Contractor's reasonable opinion are necessary for its completion. All costs and expenses (including overhead) incurred in taking over such Work by the Contractor shall be deducted from any monies then due or becoming due to the Sub-Contractor and no further payments will be made to the Sub-Contractor until the Work is completed, provided that in the event of a shortfall, the Sub-Contractor shall be liable to pay such amount to the Contractor on demand.

The Contractor may terminate this Agreement without cause, upon providing 5 days written notice to the Sub-Contractor. Upon receipt of notice of the Contractor's termination of this Agreement without cause, the Sub-Contractor shall immediately cease Work and shall take such actions as may be necessary to protect the Work from damage. In the event of the Contractor's termination of this Agreement without cause, the Sub-Contractor shall only be entitled to payment by the Contractor for all Work performed up to the date of termination.

**11. SUB-CONTRACTOR'S RIGHT TO TERMINATE AGREEMENT:** If the Sub-Contractor has not received payment from the Contractor when due, or the Contractor commits an act of bankruptcy or a receiving order is made against it, the Sub-Contractor may terminate the Agreement on 20 days written notice and recover payment for all Work performed prior to the date of termination plus reimbursement of any reasonable amounts due and owing to sub-subcontractors or suppliers on account of termination and costs incurred by the Sub-Contractor in protecting the Work, less, in each case, any sums or credits due to the Contractor accruing prior to or after the date of termination.

**12. CHANGES TO WORK:** The Contractor may order additions to, deletions from or alterations incidental to the Work (any of which constitutes a "Change to Work") by written notice to the Sub-Contractor (a "Work Order") on receipt of which the Sub-Contractor shall promptly proceed with the performance of the Work Order. Under no circumstances may the Sub-Contractor cease or otherwise suspend performance of the Work or cause unnecessary delay to the Project Schedule pending a dispute or negotiation on Changes to Work.

When a Change to Work results in additional costs or savings to the Sub-Contractor in performing the Work, the amount payable for the Work shall be adjusted up or down by an amount agreed between the parties, or, if no amount is agreed to, based on the prices stipulated in this Agreement, or, where neither of these methodologies is applicable, based on the costs of labour, materials and equipment incurred or saved, PROVIDED HOWEVER that no amount shall be payable to the Sub-Contractor for any Changes to the Work unless the Contractor has received payment for the same from the Owner under the terms of the Prime Contract.

Escalations in material or labour costs during the course of the Work will not be grounds for a Change to Work or justification for additional compensation from the Contractor.

{00425576-2}

#4 - 6695 Nelson Ave, West Vancouver, BC V7W 2B2 - P: 604-812-4633 office@westcoastturnkey.com  
www.westcoastturnkey.com

# WEST COAST TURN KEY

Design \* Manage \* Build

**13. COMPLIANCE WITH LAWS:** The Sub-Contractor shall observe and comply with the provisions of all laws, by-laws, regulations and ordinances applicable to the Work or the performance of the Work. The Sub-contractor shall provide all applicable permits and licenses for the Work unless otherwise agreed. The Sub-Contractor shall submit to the Contractor written Safe Work Procedures as well as Rescue Plans or other WorkSafe BC documentation which may be required.

**14. ASSIGNMENT & SUBCONTRACTING:** The Sub-Contractor shall not assign this Agreement in whole or in part except with the prior written consent of the Contractor. The Sub-Contractor shall not subcontract the Work in whole or in part without first obtaining the prior written consent of the Contractor.

**15. PAYMENT FOR LABOUR AND SUPPLIES:** The Sub-Contractor shall keep current all accounts with those supplying labour, equipment, materials and/or supplies used in the performance of the Work. If the Sub-Contractor fails promptly to pay or settle such accounts when due the Contractor may, upon written notice, pay such sums as necessary to satisfy such accounts and set-off sums so paid against any monies otherwise payable to the Sub-Contractor under this Agreement; provided that if such payments made by the Contractor exceed the balance of monies due to the Sub-Contractor, it shall be liable to pay the Contractor for such excess amount(s) on demand.

**16. DISPUTES:** If a dispute arises between the Contractor and the Sub-Contractor, the parties will first attempt to negotiate a settlement. If negotiation is unsuccessful, the parties agree to submit the dispute to mutually agreed upon mediation within 60 days of the end of negotiations. If mediation does not resolve the dispute, either party may seek redress in any court of competent jurisdiction. Pending resolution of any dispute, the Sub-Contractor shall proceed diligently with the performance of the Work.

If any dispute results from non-payment by the Owner to the Contractor, the Contractor agrees to diligently pursue its claim for payment from the Owner. The Sub-Contractor agrees to provide reasonable cooperation to the Contractor in relation to the claim. Should the Contractor not diligently pursue its claim for payment from the Owner, the Contractor shall assign that portion of the claim related to the Work or the proceeds of such claim to the Sub-Contractor upon written request by the Sub-Contractor.

**17. WARRANTY:** The Sub-Contractor warrants the Work free from defects and performed and completed in accordance with the Agreement. The Contractor shall give the Sub-contractor prompt notice in writing of defects in the Work arising within 60 months from substantial completion of the Project, in which case the Sub-Contractor shall be obligated at its own expense to promptly correct them.

**18. SHOP OR AS-BUILT DRAWINGS:** The Sub-Contractor shall provide to the Contractor all shop drawings and as-built drawings relevant to the Work at the times and as specified in the Prime Contract, or as may reasonably be requested by the Contractor.

**19. INSPECTION AND SECURITY.** The Sub-Contractor shall be responsible for any and all inspections and testing of the Work which may be required and, until completion of the Work, take any and all necessary precautions to protect the Work from damage or theft.

**20. NOTICE:** Notice under the Agreement shall be given in such time as to enable the Contractor to meet the Contractor's notice requirements under the Prime Contract.

**21. SUCCESSORS AND ASSIGNS:** This Agreement shall bind the parties and their successors and assigns.

**22. ADDITIONAL PROVISIONS:** Any additional provisions are as outlined in Schedule C to the Agreement.

{00425576-2}

#4 - 6695 Nelson Ave, West Vancouver, BC V7W 2B2 - P: 604-812-4633 office@westcoastturnkey.com  
www.westcoastturnkey.com

# WEST COAST TURN KEY

Design \* Manage \* Build

**23. THE WORK:** The Work shall include all countertops, solid surfacing including wall cladding, shelving, table tops, fireplace hearths and all stonework (not including the masonry wall veneer in the stair case) per Architectural and ID drawings and details provided and available on this date

**24. THE COST OF THE WORK:**

1. **\$483,909.00** not including GST or Travel and LOA costs per your quotation of October 17, 2024

SIGNED AND DELIVERED:

**CONTRACTOR:**        \_\_West Coast Turn Key Ltd\_\_

Per: (Signature) \_\_\_\_\_

Name & Title:    \_\_\_Construction Manager

Name & Title:    \_\_Robin Surcess GSC. \_\_

**SUB-CONTRACTOR:** \_\_\_\_\_

Per: (Signature) \_\_\_\_\_

Per: (Signature) \_\_\_\_\_

Name & Title:    \_\_\_\_\_

Name & Title:    \_\_\_\_\_

{00425576-2}

# WEST COAST TURN KEY

Design \* Manage \* Build

## SCHEDULE A

1. Scope of work shall include supply all personnel, tools, equipment, training and supervision to perform The Work to the highest standard of workmanship available.
2. Designate a lead or foreman for your team that will NOT be changed out without consent from WCtK.
3. Provide proof of insurance for \$5,000,000 per occurrence naming Martin and Michelle Gerber and West Coast Turn Key Ltd. As additionally insured
4. Provide Worksafe BC clearance letter
5. Provide an electronic copy of your Company Safety Program complete with appropriate written Safe Work Procedures and attend all weekly site safety meetings or hold your own weekly safety meetings and submit your records of same to our site management team.
6. Provide a Schedule of Values with each invoice showing:
  - a. Amount of original Subcontract
  - b. Approved Change Orders
  - c. Invoice amount and percentage claimed
  - d. Balance and percentage remaining to complete the work

{00425576-2}

#4 - 6695 Nelson Ave, West Vancouver, BC V7W 2B2 - P: 604-812-4633 office@westcoastturnkey.com  
www.westcoastturnkey.com



## SCHEDULE B

{00425576-2}

#4 - 6695 Nelson Ave, West Vancouver, BC V7W 2B2 - P: 604-812-4633 [office@westcoastturnkey.com](mailto:office@westcoastturnkey.com)  
[www.westcoastturnkey.com](http://www.westcoastturnkey.com)

# WEST COAST TURN KEY

Design \* Manage \* Build

## SCHEDULE C

[insert any additional provisions applicable to the Subcontract Work specifically. This would be the place you could include any specific requirements or agreements with the subcontractor rather than try to change the form above. If nothing, just put "NA" here]

{00425576-2}

#4 - 6695 Nelson Ave, West Vancouver, BC V7W 2B2 - P: 604-812-4633 office@westcoastturnkey.com  
www.westcoastturnkey.com