

Subcontract Terms and Conditions

SECTION 1: DEFINITIONS

1. Terms defined in the Subcontract shall be given the same meaning in these Subcontract Terms and Conditions, and vice versa.
2. "Contract Documents" shall include the Contractor's contract with its Customer, the prime contract with the Owner, the Plans and Specifications for the Project, including all Addenda, and the General Conditions and Supplementary and/or Special Conditions in connection with the Project, as well as any Exhibit, Addenda, or any other documents identified in the Subcontract. In the event of any conflict or inconsistency in the provisions of any of the Contract Documents, those provisions shall be interpreted and enforced to provide Contractor with the greater quantity, higher quality or best performance referenced in such conflicting or inconsistent provisions, from Subcontractor.
3. "Contractor" shall be CMF Group, Inc.
4. "Customer" shall mean the entity which has hired Contractor to perform work in connection with the Project, and shall be construed to mean each entity in every contractual tier above Contractor, up to and including the Owner.
5. "Owner" means the entity defined as such in the Contract Documents, or its authorized representative.
6. "Project" means the project identified in the Subcontract and the Contract Documents.
7. "Subcontractor" means the party identified in the Subcontract that is to perform some parts of Contractor's scope of work in connection with the Project.
8. "Sub-subcontractor" shall be any entity contracted by Subcontractor to perform, or furnish supplies or material in connection with, any portion of Subcontractor's Work.
9. "Work" shall be Subcontractor's scope of work as identified in its Proposal, and as further described in the Subcontract and any applicable portions of the Contract Documents.

SECTION 2: STATEMENT OF WORK AND RESPONSIBILITIES

1. The Subcontractor shall furnish its best skill and judgement in the performance of the Subcontractor's Work and shall perform its Work to the satisfaction of the Contractor, the Owner, and the Architect/Engineer, so the Contractor may fulfill its obligations to the Customer and/or Owner. The Subcontractor shall furnish all the labor, materials, equipment, and services, including but not limited to, competent supervision, shop, drawings, samples, tools, and scaffolding as necessary for the proper performance of the Subcontract Work. The Subcontractor shall be responsible for taking field dimensions, providing tests, obtaining required permits, ordering of materials and all other actions as required to meet the Owner's schedule.
2. Subcontractor shall perform and furnish all the supervision, work, labor, services, materials, plants, equipment, tools, inspections, testing, and other incidental or related items necessary to properly perform its Work specified in the Subcontract, in a workmanlike manner and in strict conformity with the Contract Documents.
3. Subcontractor shall return to Contractor all Project plans, drawings and details upon completion of the Work, which shall include an accurate record of "as built" conditions recording any variations with particular reference to Work which will be subsequently concealed. Subcontractor must refer any questions respecting the specifications, plans, drawings, and details about which it is in doubt, or which seem to admit of a dual interpretation, to Contractor for its decision, by which Subcontractor must abide, otherwise Subcontractor assumes the risk of such Work.
4. The Subcontract incorporates these Subcontract Terms and Conditions, and all Contract Documents as defined in the Subcontract. The Subcontract represents the entire Agreement between the parties and supersedes any prior negotiations, representations or agreements, whether written or oral, with the exception of any Confidentiality and/or Nondisclosure Agreements between the parties, the terms of which shall continue to survive.
5. Copies of the Plans, Specifications, General Conditions, Special Conditions, and other Contract Documents are available for examination by Subcontractor at all reasonable times at the office of Contractor. Subcontractor represents and agrees that it has carefully examined and understands the Contract Documents, has investigated the nature, locality and site of the Work and the conditions and difficulties under which it is to be performed, and that it enters into the Subcontract on the basis of its own examination, investigation and evaluation of all such matters, and not in reliance upon any opinions or representations of Contractor, or of the Owner, or any of their respective officers, agents, servants, or employees.
6. With respect to the Work to be performed and furnished by Subcontractor hereunder, Subcontractor agrees to be bound to Contractor by each and all of the terms and provisions of Contractor's Contract with its Customer, all documents incorporated therein, and the other Contract Documents, including the contract with the Owner and all documents incorporated therein, and Subcontractor assumes toward Contractor all of the duties, obligations and responsibilities that Contractor by those Contract Documents assumes toward its Customer and/or the Owner, and Subcontractor agrees further that Contractor shall have the same rights and remedies as against Subcontractor as

Contractor's Customer and/or the Owner under the terms and provisions of the Contract Documents has against Contractor with the same force and effect as though every such duty, obligation, responsibility, right or remedy were set forth herein in full. The terms and provisions of this Subcontract with respect to the Work to be performed and furnished by Subcontractor hereunder are intended to be and shall be in addition to and not in substitution for any of the terms and provisions of the Contract Documents.

7. In any Sub-subcontract which Subcontractor enters into in connection with the Work, the Sub-subcontract must incorporate all the terms of this Subcontract, including the pass-through provision in the preceding paragraph, and all indemnity provisions herein.
8. Not less than ten (10) calendar days before commencing Subcontract Work, Subcontractor shall submit its site-specific Safety Program and safety-related certificates required by the Customer and/or the Contract Documents to the Contractor for approval. Such program shall implement safety measures, policies and standards conforming to those required or recommended by the Contractor, the Owner, and any governmental and quasi-governmental authorities having jurisdiction, including, but not limited to, requirements imposed by Subcontract Documents. Such program shall be comprehensive and shall require the implementation of safety measures per the best current industry practices pertaining to the Subcontract Work and the Project, including establishing safety rules, tie off and fall protection requirements, posting appropriate warnings and notices, erecting and/or maintaining appropriate safety barriers, and establishing proper notice procedures to protect persons and property at the site and adjacent to the site from injury, loss and damage.
9. The Subcontractor shall give twenty-four (24) hour written notice to the Contractor in carrying out any of the Subcontract Work which involves explosive or other dangerous methods of construction or hazardous procedures, materials or equipment. The Subcontractor shall use properly qualified individuals or entities to carry out Subcontract Work in a safe and reasonable manner to protect persons and property at the site and adjacent to the site from injury, loss, or damage.
10. The Subcontractor has an affirmative duty not to overload the structures or conditions at the site and shall take reasonable steps not to load any part of the structures or site to give rise to an unsafe condition or create a risk of personal injury or property damage. The Subcontractor shall have the right to request, in writing, from the Contractor loading information concerning the structures at the site and Contractor will obtain such information from the Architect-Engineer and provide it to Subcontractor in a written response. The Subcontractor will not load the structure until such response has been received.
11. Prevention of accidents at the site related to the Work is the responsibility of the Subcontractor. Establishment of a safety program by the Contractor shall not relieve the Subcontractor or other parties of their safety responsibilities. The Subcontractor shall comply with the reasonable recommendations of insurance companies having an interest in the Project, and shall stop any part of the Subcontract Work that the Contractor deems to be unsafe until corrective measures satisfactory to the Contractor have been made. The Contractor's failure to stop the Subcontractor's unsafe practices shall not relieve the Subcontractor of the responsibility for those practices. The Subcontractor shall notify the Contractor immediately following any accident involving personal injury, any property damage, or any "near miss" incident that could have resulted in serious personal injury or property damage, whether such injury was sustained, or not. A detailed written report shall be furnished to the Contractor within twenty-four (24) hours of any incident. The Subcontractor shall indemnify Contractor from and against fines or penalties imposed because of safety violations caused by Subcontractor.
12. The Subcontractor shall remove from the Project any employee who creates an unsafe condition, performs work in an unsafe manner on the Project, or who violates the Contractor's safety procedures. The Subcontractor agrees not to assign that employee to this or any of the Contractor's other Projects for the period specified by the Contractor.
13. Subcontractor shall cooperate with Contractor in scheduling and performing Subcontractor's Work, and Subcontractor shall be responsible to avoid conflict, delay in or interference with the work of Contractor, its Customer, or the Owner's own forces.
14. Subcontractor shall promptly submit shop drawings, product data, samples and similar submittals required by the Contract Document with reasonable promptness and in such sequence as to cause no delay in the work or in the activities of Contractor or other Subcontractors.
15. Subcontractor shall furnish, without extra charge, all work and materials not specifically mentioned or referred to in the Contract Documents, but which may be reasonably inferred from the Contract Documents or which are reasonably necessary for the proper execution and completion of the Work and, also, all work or materials of the kind herein contracted for must conform to all laws and the rules and regulations of all authorities having jurisdiction over this type of work.
16. Subcontractor shall furnish to Contractor periodic progress reports on the Work of Subcontractor as required by Contractor and/or the Owner.
17. Subcontractor shall attend weekly meetings with Contractor and/or the Owner at no extra cost, including that there shall be no reimbursement for travel costs for such meetings.
18. The Drawings and Specifications as described herein are intended to be complementary and all-inclusive for the complete Project as related to each trade or subdivision of the work. All items of work described by either the Drawings or Specifications shall be construed as if called for by both. The described work shall be complete in every detail, although every item may not be particularly mentioned or shown. Details, sections and work shown on the Drawings in part only shall continue throughout unless distinctly marked otherwise. Should any error or inconsistency appear in the Drawings or Specifications, Subcontractor shall not proceed with the work in uncertainty, but shall consult with Contractor and/or Owner regarding revisions to the Drawings and/or Specifications; otherwise, Subcontractor assumes all risk for such work.
19. Shop drawings, as required by the Specifications, shall be submitted by Subcontractor to Contractor in a form and number as required by the Owner. All shop Drawings shall be submitted in ample time to prevent delays of material deliveries. Drawings shall be submitted in the order in which the materials are needed without necessarily waiting for completion of all Drawings before submitting part of them for approval.

20. Shop drawings found to be inaccurate or otherwise in error shall be corrected by the Subcontractor responsible for the work.
21. No changes shall be made on approved shop drawings without the written consent of Contractor and/or the Owner. Contractor and/or the Owner's approval of shop drawings and manufacturer's Drawings and Specifications is for general arrangement only, unless otherwise noted, and does not relieve Subcontractor from full responsibility for the proper and correct execution of its Work. Where errors and omissions are discovered later, they must be made good by Subcontractor irrespective of any prior approvals of Contractor and/or the Owner.
22. The Customer and/or Owner shall establish the principal axis lines and/or datum points of the building and site, including benchmarks. The Subcontractor shall lay out and be strictly responsible for the accuracy of the Subcontract Work and for any loss or damage to the Contractor or others due to the Subcontractor's failure to lay out or perform the Subcontract Work correctly. Subcontractor shall exercise the best skill, judgment and prudence so that the actual final conditions and details shall result in alignment of finished surfaces.
23. To the extent required by the Contract Documents of the Contractor, the Subcontractor shall direct the check-out and operation of its Work, including systems and equipment readiness, and assist in their initial start-up, commissioning and testing.

SECTION 3: STATEMENT OF QUALIFICATION

1. Subcontractor states that it is qualified and is well experienced to perform the type of work described herein. Subcontractor has reviewed all of the applicable drawings and specifications, has visited the job site, and has become thoroughly familiar with all of the necessary information to fully perform the specified and intended scope of work.
2. Although each and every item may not be mentioned in the drawings and specifications, it is expected that such items will be included to provide a complete system which is free from defects in material and workmanship, fit and sufficient for the purpose intended, and in strict compliance with the specifications and other Contract Documents. The Work of Subcontractor shall be in compliance with any and all applicable industry codes or standard practices, including plumbing and electrical, to the extent applicable. In addition, all Work performed by Subcontractor shall be consistent with applicable government regulations and laws.
3. Contractor reserves the right to approve or reject Subcontractor personnel, at no extra cost to Contractor.

SECTION 4: DESIGN DELEGATION

1. If the Subcontract Documents (1) specifically require the Subcontractor to provide design services and/or (2) specify all design and performance criteria, the Subcontractor shall provide the design services necessary to satisfactorily complete the Subcontract Work. Design services provided by the Subcontractor shall be procured from licensed design professionals (the "Designer") retained by the Subcontractor as permitted by the law of the Project location. The designer's signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by the Designer. Shop Drawings and other submittals related to the Subcontract Work designed or certified by the Designer, if prepared by others, shall bear the Subcontractor's and the Designer's written approval when submitted to the Contractor. The Contractor shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by the Designer.
2. If the Designer is an independent professional, the Designer's services shall be procured pursuant to a separate agreement between the Subcontractor and the Designer. The Subcontractor-Designer agreement shall not provide any exclusion from participation in any multiparty dispute resolution proceedings related to the Project. The Subcontractor shall notify the Contractor, in writing, should they decide to change their Designer. The Subcontractor warrants the design furnished by the Designer will be in conformance with the information given and the design concept expressed in the Subcontract Documents.

SECTION 5: SUBCONTRACT COMPENSATION

1. The price to be paid by Contractor and accepted by Subcontractor is set forth in the Subcontract, subject to additions and deductions as provided herein.
2. Subcontractor shall comply with all laws relating to taxes, wages, hours, fringe benefits, and equal employment opportunity requirements. Subcontractor agrees, when required by law, to make payments to Subcontractor's employees or their dependents and to defend, indemnify, and save Contractor, its Customer and Owner harmless from all liability for such payments.
3. Subcontractor agrees to pay all local, provincial and federal taxes, including but not limited to sales and use taxes and similar levies on all materials, tools, and equipment furnished under this Subcontract and to assume all risk and liability for loss and damage, however caused, to Subcontractor's material, tools and equipment not incorporated in the Work.
4. The compensation stated herein to be paid to Subcontractor is inclusive of all taxes imposed by all laws whether or not stated and charged separately, including, but not limited to sales tax, use taxes and personal property taxes levied and assessed against the Owner, Contractor and Subcontractor arising out of the furnishing of labor and services in connection with the Work done by Subcontractor and its Sub-subcontractors. Where the law requires taxes to be stated and charged separately, the total of all items included within the Work and the added tax shall not exceed the Subcontract Price as set forth in the Subcontract.
5. Subcontractor, in making and ordering shipments, shall not consign nor have materials consigned in the name of Contractor. Contractor shall not be responsible to make payments for charges on shipments made by and to Subcontractor, except at its option, in which case Subcontractor shall reimburse Contractor for such expense.

6. The Subcontract price shall not be adjusted unless as a condition precedent, Contractor receives a corresponding adjustment in its contract price from its Customer in connection with Subcontractor's Work. Further, the Subcontract price shall not be adjusted except by change order executed in accordance with the procedures set forth herein as a result of a change in the Work; or the Subcontract Price is adjusted by change order issued by Contractor, with or without the consent of Subcontractor, for backcharges and/or adjustments permitted under the Subcontract.

SECTION 6: PROGRESS PAYMENTS

1. This Subcontract expressly incorporates Contractor's contract with its Customer, all documents incorporated therein, and the other Contract Documents, including the contract with the Owner and all documents incorporated therein. Subcontractor acknowledges that it has considered the solvency of the Customer and the Customer's ability to perform the terms of the Contract with Contractor, before entering this Subcontract. Subcontractor acknowledges that it relies on the credit and ability to pay of the Customer, and not Contractor, for payment for the Work performed hereunder. Subcontractor is entering into this Subcontract intending to assume the risk of non-payment by the Customer due to insolvency or other inability or failure to pay. Subcontractor hereby agrees that as a condition precedent to Contractor's obligation to make any payment to Subcontractor under this Subcontract, Contractor must first receive payment therefor from its Customer. In the event that Contractor does not receive all or any part of the payments from the Customer in respect to the Work performed by Subcontractor pursuant to this Subcontract, whether because of a claimed defect or deficiency in the Work, or for any other reason, Contractor shall not be liable to Subcontractor for any such sums in relation thereto. Unless otherwise provided in the Contract Documents, Contractor shall pay Subcontractor each progress payment and the final payment under this Subcontract no later than ten (10) working days after it receives payment from the Customer, less any withholding as provided for herein. The amount of each progress payment to Subcontractor shall be the amount indicated on the application for payment as approved by Contractor which shall reflect the percentage of completion applied to the Subcontract Price, which represents the value of Work completed, less the indicated retainer.
2. Subcontractor shall not bill for, and Contractor shall not be required to pay for, any materials or equipment stored off-site.
3. Two weeks after execution of the Subcontract and prior to any payments being made, Subcontractor shall submit to Contractor a schedule of values of the various portions of the Work to be performed by Subcontractor in such form as may be required by Contractor. The schedule of values must be approved by Contractor. The schedule of values shall allocate the entire Subcontract sum among the various portions of Subcontractor's Work and be prepared in such form and supported by such data to substantiate its accuracy as Contractor, the Customer, and/or Owner may require. This schedule, unless objected to by Contractor, shall be used as the basis for reviewing Subcontractor's application for payment.
4. On or before the twentieth (20th) day of each month, Subcontractor shall submit to Contractor an itemized application for payment, based upon the most recent schedule of values submitted by Subcontractor, and shall indicate the percentage of completion of each line item in the approved schedule of values and of each portion of Subcontractor's Work as of the end of the period covered by the application for payment. With each application for payment, Subcontractor must supply the required sworn statements and appropriate waivers of lien in a form necessary to satisfy applicable lien law, and satisfactory to Contractor, its Customer, and/or Owner.
5. The period covered by each application for payment shall be one (1) calendar month ending on the last day of the month.
6. Provided an application for payment is received by Contractor not later than the twentieth (20th) day of a month, Contractor shall include Subcontractor's Work covered by that application in the next application for payment which Contractor is entitled to submit to the Customer.
7. If an application for payment is received by Contractor after the twentieth (20th) of a month, Subcontractor will not be paid and Subcontractor's Work covered by the untimely application shall be included by Contractor in the next application for payment submitted to the Customer.
8. Contractor may withhold payment to Subcontractor from any application for payment equal to 125% of an amount disputed by Contractor, including but not limited to on account of (a) Subcontractor's failure to comply fully with any requirements of this Subcontract, including its failure to make payments to Sub-subcontractors and/or suppliers for material or labor; (b) Subcontractor's failure to prevent the filing of liens or claims against the Owner, the Customer, the Project, or Contractor; and (c) damage, including reasonable attorney's fees, to Contractor, its Customer, Owner, another subcontractor, or any person by reason of acts or failure to act of Subcontractor.
9. Subcontractor shall not stop the Work in the event of a dispute as to payments withheld.
10. No partial or entire occupancy of the Project by Owner nor any statement given or payment made shall be evidence of the acceptance of performance of this Subcontract either wholly or in part, and no payment shall be construed to be an acceptance of defective Work or improper materials.
11. All operation and maintenance manuals, close-out documents, spare parts lists, written guarantees and as built drawings shall be delivered prior to submission of an application for final payment. Upon submittal of the application for final payment, Subcontractor shall furnish an affidavit (in addition to final lien waivers and sworn statement required by the applicable lien act and/or the Owner) that all payrolls, bills for materials and equipment, and other indebtedness connected with Subcontractor's Work have been paid or otherwise satisfied with all back-up as required by Contractor.
12. To the extent allowed by law, Subcontractor, its Sub-subcontractors, its suppliers, and all persons acting for, through, and under them, covenants that no mechanics liens and claims be filed and maintained by them, against the Work, building and site appurtenant thereto and part thereof, for or on account of labor or other work performed and materials furnished by them, under this Subcontract, in connection with the erection and construction of the Work; and Subcontractor itself and its Sub-subcontractors, suppliers, and all persons acting for, through and under them, hereby expressly waive and relinquish all liens and encumbrances of every kind and nature against the Work,

building and site appurtenant thereto and part thereof, and agree that this agreement of waiver shall be an independent covenant and shall operate and be effective as well with respect to labor or other work performed and materials furnished under any supplement, alteration and addition to this Subcontract and for extra and additional work, although not herein or therein referred to, as to labor or other work performed and materials furnished under this Subcontract. Contractor, at its option, may require Subcontractor to furnish satisfactory bond(s) to indemnify Contractor, its Customer, and/or Owner against any liens and encumbrances attempted in violation of this Section.

13. Contractor, at its option, may retain from monies owing by it to Subcontractor 125% of sums which Contractor deems reasonable to indemnify it against losses, liabilities, and obligations for which Subcontractor is liable under this Subcontract, including Contractor's reasonable attorney's fees.
14. Contractor may disburse from monies owing by it to Subcontractor such sums directly to such other parties as Contractor in its sole discretion may determine to be necessary to pay for materials, equipment, labor and supplies used, ordered and delivered for incorporation into Work to be performed by Subcontractor, and such amount shall be credited in full against Subcontractor's contract balance.
15. Subcontractor shall furnish bond(s) or securities sufficient to protect Contractor and Owner against the filing of any lien or encumbrance against the property of Owner, by any of its Sub-subcontractors or suppliers.

SECTION 7: TIME OF COMPLETION

1. Subcontractor shall be bound by Contractor's schedule, and shall adhere to such schedule. Subcontractor shall complete under this Subcontract to the satisfaction of Contractor, Customer, and Owner, within the scheduled number of working days after the date Subcontractor begins, or is instructed to begin, said Work, whichever is earlier. Time is of the essence of this Subcontract. Subcontractor shall so schedule its Work so that it is properly coordinated with Contractor's schedule and other phases of the projects. No additional monies will be paid Subcontractor for completion of Work ahead of schedule, nor for overtime or premium time to maintain the schedule.
2. Subcontractor shall submit to Contractor for approval a detailed incremental progress schedule with manpower requirements for Work included in the Subcontract. This schedule shall reflect the contract dates and include all construction activities such as detailing, shop fabrication, delivery of purchase items, field activity duration, etc. and shall be sufficiently detailed to enable Contractor, Customer, and/or Owner, at all times throughout the duration of the Work, to compare actual with scheduled progress. This schedule, when approved by Contractor and/or Owner, shall be Subcontractor's approved schedule.
3. Contractor, Customer, and/or Owner reserve the right to issue a written modification of the sequence of Work set forth in Subcontractor's approved schedule.
4. In the event that Subcontractor fails to provide the incremental progress schedule within the time period so agreed between Subcontractor and Contractor, Contractor may at its option, but is not obligated to, establish and prepare said schedule at the expense of Subcontractor. This schedule, when forwarded to Subcontractor, shall be the approved schedule. Regardless, Subcontractor must adhere to and comply with the requirements contained in Contractor's own schedule.
5. If Subcontractor fails to maintain the approved schedule, or if the progress or performance of the work or procedure employed in the Work is such that, in the opinion of Contractor, the Customer, and/or the Owner, the Work will not be completed within the time or times stated in the Contract Documents, Subcontractor shall, at its own expense, work overtime, premium time, additional shifts, Saturdays, Sundays and/or holidays and/or hire additional employees, and revise or implement its construction procedures as may be necessary to restore adherence to the approved schedule. Subcontractor will be responsible for the handling of any jurisdictional disputes or work stoppage which may arise during performance of the Work and shall promptly utilize available remedies to effect resumption of the Work. Should Subcontractor cause delay in the progress of the Project or delay to the work of Contractor and/or others by its failure to prosecute the Work as required by this Subcontract, Subcontractor shall be liable for and shall indemnify, hold harmless and defend Contractor from and against all loss and damages, including but not limited to, liquidated and consequential damages sustained by Contractor, Customer, Owner, and/or other subcontractors.
6. Should Subcontractor contend that it is entitled to an extension of time for completion of any portion of the Work, Subcontractor shall, within the timeframe set forth in the Contract Documents, or forty-eight (48) hours of the occurrence of a delay, whichever is earlier, notify Contractor in writing setting forth the cause of the delay, a description of the portions of the Work affected thereby, and all pertinent details. Within one (1) week after cause for the delay has ceased to exist, or the time set forth in the Contract Documents, whichever is earlier, Subcontractor shall submit written application to Contractor for the specific extension of time requested. The Subcontract time shall not be extended unless Contractor receives a corresponding extension of time from the Customer and/or Owner.
7. The sole and exclusive remedy available to Subcontractor for delay, or other schedule impact, shall be an extension of time. Subcontractor agrees that, whether or not any delay shall be the basis for an extension of time, Subcontractor shall have no claim against Contractor, Customer, and/or Owner for an increase in the contract price, a payment or allowance of any kind for any damage, loss or expense resulting from delays, disruptions, accelerations, interruptions to, or suspensions of, its Work. Subcontractor furthermore hereby waives all consequential damages against Contractor of any kind and for any reason, including any claims for home office overhead, lost profits, and/or lost business opportunities.
8. If Subcontractor, in the opinion of Contractor, delays the progress of the Work, then, if requested by Contractor in its sole discretion, Subcontractor shall, at its sole expense, perform such overtime work as may be necessary to finish said Work within the specified time. Contractor's decision governing the necessity of said overtime shall be final.
9. If, in the judgment of Contractor, it becomes necessary at any time to accelerate the Work at any particular location, then Subcontractor shall, as directed by Contractor cease work where Subcontractor is engaged, transfer his equipment and work force to other locations and

execute such portions of his Work as may be required to enable others to expedite their work. No additional payment shall be made by Contractor to Subcontractor for this or any other type of acceleration of the Work.

SECTION 8: DEFAULT

1. Should Subcontractor, in the opinion of Contractor, at any time during the performance of the Subcontract: neglect or refuse to supply a sufficiency of properly skilled workmen or of materials of proper quality; fail in any respect to prosecute the Work with promptness, diligence, and good workmanship; fail to promptly pay its subcontractors, laborers, suppliers, and/or employees for work on the Project; fail to pay any employee benefits, withholding or other taxes; fail to perform any of the conditions of the Subcontract; become insolvent, file a voluntary petition of bankruptcy or be subject to an involuntary petition of bankruptcy; or have a trustee, receiver, or liquidator appointed to for any of its assets or property; then Contractor may, after giving forty-eight (48) hours' notice to Subcontractor: (a) provide any necessary labor, materials or equipment required to assist Contractor in the completion of the Work and deduct the cost thereof from any monies due or thereafter due Subcontractor under this Subcontract; or (b) in the alternative, for the purpose of completing the Work under the Subcontract, Contractor shall be at liberty to terminate this Subcontract and/or enter upon the premises and take possession of all materials, tools, and equipment; and/or to employ any other person or persons necessary to finish the Work on a fixed sum contract basis, cost-plus fee, or a time-and-material basis, or a combination thereof, in Contractor's sole discretion. In case of such a termination of Subcontractor, Subcontractor shall not be entitled to receive any further payment under the Subcontract until the Work is finished. If the unpaid balance of the amount to be paid under the Subcontract shall exceed the cost and expense incurred by Contractor in finishing the Work, including Contractor's 10% mark-up, Contractor's reasonable attorney's fees, and any liquidated damages or other damages imposed by the Customer and/or Owner, the excess shall be paid by Contractor to Subcontractor. If the cost and expenses, including Contractor's 10% mark-up, Contractor's reasonable attorney's fees, and any liquidated or other damages imposed by the Customer and/or Owner shall exceed the unpaid balance of the Subcontract, Subcontractor shall pay the difference to Contractor.

SECTION 9: RECORDS AND AUDIT

1. Subcontractor agrees to keep records and books of account showing the actual cost to it of all items of labor, materials, equipment and supplies, services and other expenditures of whatever nature for which payment to it is authorized under the provisions of this Subcontract.
2. Contractor shall, at all times, have access to all Subcontractor's books, records, correspondence, instruction, receipts, facilities and memoranda of every description in connection with the Work.

SECTION 10: ALTERATIONS AND CHANGES IN THE WORK

1. Contractor, at any time, may order additions, omissions or alterations to or in the Work, material, or equipment, but no such changes shall be made except by a written order signed by Contractor. The value of the work added or omitted shall be agreed upon by Subcontractor and Contractor, and the amount thereof added to or deducted from the Subcontract price as the case may be. Subcontractor, upon written notice from Contractor, shall immediately proceed and continue with the change during the determination of the amount to be added or deducted. Any additional work performed by Subcontractor without written authorization by Contractor will be considered part of the original scope of the Work and invoices relative to this work will not be honored.
2. Any changes, omissions or extra work shall be subject to all provisions of the Contract Documents and to the same extent as the Work contracted for, and no changes, omissions or extra work shall annul or invalidate this Subcontract.

SECTION 11: PROCEDURE FOR AN ALLEGED CHANGE IN COST

1. No payment will be due Subcontractor for any alleged extra work or change in the contract price, unless approval is obtained from Contractor in a signed writing before the performance of the work.
2. If Subcontractor shall contend during the performance of the Work that Subcontractor is entitled to payment from Contractor for increase in the cost of the Work, or for damage or loss because of any action or omission of Contractor, or others engaged by Contractor, and Contractor has not agreed in a signed writing to the increased payment, Subcontractor shall not delay its Work on account thereof and shall, within seven (7) days after the first observance of the occurrence (unless earlier notice is required by the other Contract Documents), notify Contractor's Project Manager, in writing, of the amount of its claim and all details in connection with its contention.
3. Notwithstanding anything to the contrary herein, Subcontractor shall make all claims promptly to Contractor in accordance with the Contract Documents. Any such claim which will affect or become part of a claim which Contractor is required to make under the Contract Documents within a specified time period or in a specified manner shall be made in sufficient time and manner to permit Contractor to satisfy the requirements of the Contract Documents. Such claims shall be received by Contractor not less than two (2) working days preceding the time by which Contractor's claim must be made. Failure of Subcontractor to make such timely claim shall bind Subcontractor to the same consequences as those to which Contractor is bound. The Subcontract Price shall not be adjusted unless Contractor receives, as a condition precedent, a corresponding adjustment in its Contract with its Customer.
4. Should Subcontractor perform any work or should it proceed in any manner which it may subsequently allege has caused it an increased cost, damage or loss, purporting in each case to have acted upon verbal instruction or with tacit consent or acceptance or approval other than written from Contractor's Project Manager, Subcontractor shall be held to have done so as its own peril and Subcontractor shall have no claim against Contractor, Customer, or Owner on account of the alleged increased cost, damage or loss.
5. Subcontractor's Superintendent shall represent Subcontractor on the site of the Work and all directions given to this person shall be as binding as if given to Subcontractor.

6. It is a condition precedent to the consideration or prosecution of claims by Subcontractor that the foregoing provisions be strictly observed in each instance, and if Subcontractor fails to comply, Subcontractor shall be deemed to have waived the claim. Neither the provisions of this Section nor the acknowledgment of the receipt of any claim by Contractor shall constitute admission on the part of Contractor that any claim is valid.

SECTION 12: WORKMANSHIP, INSPECTION AND SITE MAINTENANCE

1. Subcontractor shall cooperate with Contractor and all other subcontractors and materialmen employed on the Work in order to avoid complications and insure high quality workmanship in every respect, and in the manufacturing, assembling and erection of the Work shall employ only workers who are qualified, careful and efficient, in strict conformity with the highest quality standard practices.
2. Subcontractor shall at its own cost and expense protect its employees and other persons from risk of death, injury or bodily harm arising out of or in any way connected with Subcontractor's Work.
3. Subcontractor shall strictly comply with Contractor's safety plan for the Project, including the zero tolerance policy and with all safety policies and procedures of the Customer and/or Owner, and in the Contract Documents.
4. Subcontractor shall strictly comply with all applicable statutes, regulations, orders, rules, requirements and standards of all governmental authorities having jurisdiction with respect to the Project, including without limitation, Federal, provincial and local OSHA regulations, Right to Know requirements, and Federal, provincial and local OSHA, Toxic and Hazardous Substances, Hazard Communication Standard and Lead Standard laws, and any and all laws pertaining to the performance of the Work in connection with the Subcontract, including any and all applicable Executive Orders, and the Fair Standards Practice Act of 1938, as amended. Subcontractor shall indemnify, defend and save Contractor, Customer, and/or Owner harmless from any liability, loss, cost, penalty, damage or expense, including attorneys' fees, which Contractor may incur as a result of any claim, damage, injury, cause of action, proceeding, citation, or work stoppage arising out of or in any way connected with any alleged violation by Subcontractor of any such statute, regulation, order, rule, requirement or standard.
5. Subcontractor shall provide proper facilities at all times for the inspection of the Work by Contractor. Subcontractor, within twenty-four (24) hours after receiving written notice from Contractor to that effect, shall, at its own expense, proceed to repair and replace or remove from the ground or buildings all material, whether worked or unworked, as indicated by Contractor, and take down all portions of the Work which Contractor has, by written notice, determined is unsound or improper, or as in any way failing to conform to the drawings and specifications.
6. By executing this Subcontract, Subcontractor represents that it has thoroughly familiarized itself with the building site and soil conditions, and with the request for quotations, instructions to bidders, and addenda issued prior to the date hereof and is familiar with the shipping and delivery facilities and all other matters and conditions which will affect the operation and completion of said Work and it assumes all risk therefrom.
7. All Subcontractor's employees shall conform to rules and regulations of Owner, Customer, and Contractor on the premises, including all drug and alcohol testing required by the Contract Documents. When applicable, Subcontractor will comply with all aspects of the M.U.S.T. Drug and Alcohol Screening Program. Subcontractor will ensure that all employees working on site will be current with the M.U.S.T. Program requirements before starting work on the site.
8. Subcontractor shall at all times keep the site free from accumulation of waste materials or rubbish caused by its employees or Work and, at the completion of the Work, it shall remove all its tools, scaffolding, and surplus materials and shall daily, or more frequently as the Owner, Customer, or Contractor may require, collect its rubbish at places where directed by the Owner, Customer, and Contractor and shall remove the rubbish from the site without delay. Subcontractor shall do all required cleaning within twenty-four (24) hours after notice from the Owner, Customer, or Contractor, whether verbal or in writing, and if Subcontractor fails to do such cleaning, to the satisfaction of the Owner, Customer, and Contractor, the Owner, Customer, and Contractor may do the cleaning and charge Subcontractor for all costs incurred as a result thereof.
9. Subcontractor, during the construction of its Work and while it is working on the site in any capacity whatever, and until the completion of the Project, shall protect all unfinished work and all materials on the site, all adjacent property and all tools, equipment and property for Subcontractor's use or incidental thereto for the execution of this Subcontract, whether furnished by Subcontractor, Contractor, Customer or Owner, from the elements and from all other kinds of damage which may be caused in any manner whatsoever, and Subcontractor shall be entirely responsible for any loss or damage done to said work, materials, tools, equipment and property.
10. If at any time there shall be an encumbrance on the Project including a lien and/or claim against payment bond or any claim asserted, for which, if established, the Owner, Customer, and/or Contractor might become liable, which arises from the Work of Subcontractor, Contractor shall have the right to retain, out of any payment due or thereafter to become due, 125% of the amount Contractor deems sufficient to indemnify the Owner, Customer, and Contractor and to secure protection from and/or satisfy such claim or lien. Should there prove to be any such lien or claim after all payments are made to Subcontractor, Subcontractor shall reimburse the Owner, Customer, and Contractor for any amount they may pay in discharging such lien or claim including any and all legal fees or other charges.
11. Subcontractor further agrees that its breach of any other agreement, contract, or subcontract between Contractor (or a Joint Venture that includes Contractor) and Subcontractor pertaining to any other project or site shall be and constitutes a material breach of this Subcontract. In the event of such breach of any other agreement, contract, or subcontract, Contractor shall be entitled to all its rights and remedies provided hereunder with respect to a breach of this Subcontract, including to offset against the Subcontract such amounts as are owed Contractor in connection with such other contract.

SECTION 13: SUBCONTRACTOR BONDS

1. The Owner, Customer, and/or Contractor may require Subcontractor to furnish bonds which indemnify the Owner, Customer, and/or Contractor for obligations of Subcontractor in connection with the Subcontract, including performance and payment bonds.
2. Any bonds furnished by Subcontractor shall be executed by a bonding company in an amount and form acceptable to the Owner, Customer, and/or Contractor and executed by a duly authorized attorney-in-fact of a licensed corporate surety company or companies.
3. Contractor will reimburse Subcontractor only for performance and payment bonds in the amount of the contract when such bonds are required by the Owner.

SECTION 14: LIABILITY AND WSIB INSURANCE REQUIREMENTS

1. Prior to commencement of any Work under this Subcontract and until completion and final acceptance of the Work, Subcontractor and each and every Sub-Subcontractor under its direction shall, at its sole expense, maintain the following insurance on its own behalf, and Subcontractor will provide a Certificate of Insurance to Contractor before it begins Work under this Subcontract evidencing that Subcontractor has procured and is maintaining the following insurance coverages:
 - a) Statutory WSIB with employer's liability insurance coverage with limits of liability at least equal to the amount required by the Owner in the Owner's general specifications, or as required by any applicable law, regulation or statute, whichever is greater.
 - (i) If Subcontractor is self-insured for purposes of WSIB, Subcontractor must submit a copy of a current letter, permit or certificate issued by the appropriate provincial agency in the province where the Work will be installed for the Owner. In the event that Subcontractor is a qualified, approved self-insurer of WSIB, the following provision is included in the Subcontract Agreement.
 - (ii) Subcontractor waives any right of recovery Subcontractor may have or acquire against Owner, Architect-Engineer, Contractor, other Contractor or other Subcontractor of all tiers by reason of Subcontractor having paid WSIB benefits as self-insurer.
 - b) Liability Insurance.
 - (i) Comprehensive General Liability Insurance covering all operations by or on behalf of Subcontractor providing insurance for bodily injury, property damage and personal injury liability in form providing coverage of whichever is the greater of the following: (i) not less than that of a standard comprehensive general liability insurance policy with limits equal to or greater than the amount required by the Owner's specifications, or (ii) \$5,000,000.00 for each occurrence and \$5,000,000.00 in the aggregate-complete operations products. The Comprehensive General Liability Insurance coverage shall include the following perils:
 - (ii) Broad Form Blanket Contractual Liability for liability assumed under this Subcontract and all other contracts relative to the Work
 - (iii) Completed Operations/Products Liability with a five (5) year extension beyond completion and acceptance of the Work
 - (iv) Broad Form Property Damage
 - (v) Personal Injury Liability
 - (vi) Such insurance must include by endorsement the Owner, Customer, Contractor, and all other indemnified parties named in the Contract Documents as additional insured parties.
 - c) Comprehensive Automobile Liability Insurance covering the use of all owned, leased, non-owned, and hired automobiles with a bodily injury and property damage limit equal to (i) the amount required by Owner's specifications, or (ii) a combined single limit for bodily injury or property damage of \$2,000,000.00 per occurrence, whichever is greater.

The Certificates of Insurance shall provide that no policy providing of any of the foregoing coverages may be cancelled or reduced without thirty (30) days prior written notice to Contractor. All of the above insurance policies shall contain the following wording verbatim:

"It is agreed that this insurance will not be canceled, materially changed or not renewed without at least a thirty (30) days written advance notice to CMF Group, Inc. at their principal mailing address."

Any insurance policies procured and maintained by Subcontractor for Comprehensive General Liability and Automobile Liability Insurance shall name in an endorsement Contractor, Customer, Owner, and any other parties required by the Contract Documents, as additional insureds.

2. In the event of a failure of Subcontractor to furnish and maintain said insurance and to furnish satisfactory evidence thereof, the Owner, Customer, and/or Contractor shall have the right but not the obligation to take out and maintain the same for all parties on behalf of Subcontractor, who agrees to furnish all necessary information thereof and to pay the cost thereof to the Owner, Customer, and/or Contractor immediately upon presentation of a bill.
3. Should Subcontractor engage a Sub-Subcontractor, the conditions under this Agreement with respect to the securing of insurance will apply to each such Sub-Subcontractor.
4. Contractor and Subcontractor waive all rights against each other and against the Customer, Owner, separate contractors, and all other subcontractors for damages caused by fire or other perils to the extent covered by property insurance required under the General Conditions, except such rights as they may have to the proceeds of such insurance.

5. Any breach by Subcontractor of this Section shall result in Subcontractor being liable to Contractor in the full amount that may or should have been covered by insurance.

SECTION 15: WARRANTY AND GUARANTEES

1. Subcontractor warrants to the Owner, Customer, and Contractor that all materials and equipment furnished shall be new unless otherwise specified, and all Work under this Subcontract shall be of good quality, free from faults, and defects and in conformance with the Contract Documents and all applicable code requirements. Subcontractor specifically, but not exclusively, warrants that all Work furnished by Subcontractor shall be merchantable and fit for the particular purpose as specified in the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective. The warranty provided in this Section shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.
2. Subcontractor guarantees the materials, design and craftsmanship of its Work for the term as specified in the Owner Specifications or one (1) year from substantial completion of its Work, whichever is longer. Subcontractor agrees during the guarantee period to make any repairs required to correct any damage, defects or faults which may appear during the guarantee period at no expense to Contractor, Customer, or Owner. The guarantee shall include all materials and equipment assigned Subcontractor by Contractor, Customer, and Owner for installation.
3. Subcontractor assumes full responsibility for the furnishing and satisfactory operation of all equipment outlined and/or implied in the specifications and Contract Documents.

SECTION 16: SUBLETTING AND ASSIGNMENT OF THE SUBCONTRACT

1. Subcontractor shall not assign or sublet the whole or any part of the Work without the written consent of Contractor; and, if such written consent is provided, Subcontractor shall remain fully responsible.
2. To the extent that assignment or subletting is contemplated by the Owner of the Project and are stated in the Bid Documents or Special Conditions of the Specifications, all costs and expenses related to said assignment or subletting must be included in Subcontractor's price.

SECTION 17: MAINTENANCE AND OPERATING INSTRUCTIONS

1. Subcontractor shall furnish installation, maintenance and operating instructions, including parts list in quantities required by Contractor, Customer, and/or the Owner within sixty (60) days from the date of this Subcontract. Failure to provide these instruction manuals will delay final payment to Subcontractor.
2. Manufacturer's standard brochures or manuals must be modified to reflect only the model or series of equipment furnished, including any field or special modifications.
3. Instructions should include: An index, the Manufacturer's Name, Address and Phone, the Manufacturer's Representative's Name, Address and Phone, Procedures for Operation, Start-Up, Maintenance, Calibration and Trouble Shooting, Complete Electrical Wiring Diagrams, Complete Parts List, in addition to other data required by the Contract Documents.
4. Subcontractor shall furnish qualified personnel to provide operation and maintenance instructions to Owner's personnel, without additional cost to Contractor, if so required by Contractor's agreement with Customer and/or the Owner.
5. Subcontractor shall furnish ship tests, installation check, supervision for start-up and performance testing as required by the Contract Documents.
6. Applicable spare parts and special tools as required by the Contract Documents are included in this Subcontract.

SECTION 18: INDEMNIFICATION

1. Subcontractor shall indemnify, defend with counsel reasonably acceptable to Contractor, and hold Contractor, its Customer, and Owner and their respective shareholders, directors, members, managers, officers, employees, agents, parents, subsidiaries, affiliates, joint venture partners, successors and assigns (collectively, the "Indemnitees") harmless from and against any and all claims (including construction or mechanics lien, builders trust fund or similar claims), liabilities, losses, damages, costs and expenses, including attorney's fees, resulting from, arising out of or in connection with (i) any alleged or actual infringement or violation by Subcontractor of any patent or patent right in connection with this Subcontract and any work performed hereunder and (ii) any failure to pay by Subcontractor, or its Sub-subcontractors, laborers, suppliers, vendors, and materialmen, for labor, services or material provided in connection with Subcontractor's Work under this Subcontract.
2. Subcontractor shall indemnify, defend with counsel reasonably acceptable to Contractor, and hold the Indemnitees harmless from and against any and all claims, liabilities, losses, damages, including for injury to or death sustained by any person, including Subcontractor's employees, agents and Sub-subcontractors (the "Subcontractor Parties"), or damage to property of any kind, as well as all costs and expenses, including attorney's fees (collectively, "Damages"), resulting from, arising out of or in connection with (i) the performance of the Work, or any activity associated with the Work, by the Subcontractor Parties, (ii) the presence of the Subcontractor Parties on the work site, or (iii) any breach of this Subcontract by Subcontractor, whether or not caused by the active or passive negligence or other fault of the Indemnitees; provided that Subcontractor shall not be liable for any Damages under this paragraph that are caused by the sole negligence of the Indemnitees. The indemnification obligations of Subcontractor under this paragraph and the immediately preceding paragraph shall survive the termination of this Subcontract, for whatever reason.

3. Subcontractor shall also indemnify and hold the Indemnitees harmless from and against all costs and expenses, including attorney's fees, incurred by the Indemnitees in collecting the amounts due from Subcontractor, or otherwise enforcing their rights, under the indemnification provisions in this Section.
4. Subcontractor shall pay for all materials, equipment, including repairs thereof and parts, fuel and labor, including related sales taxes and other taxes, ordered for or used by Subcontractor in connection with its Work under this Subcontract. Subcontract shall not permit any claim of lien or statutory withholding notice to be filed or served with respect to the Work performed by Subcontractor under the Subcontract and shall present to Contractor, on demand, satisfactory evidence of any such payment.
5. In the event of any accident or occurrence resulting in damages or injuries, including death, to any property or persons, Subcontractor shall immediately notify Contractor of the accident or occurrence and shall submit a written report within forty-eight (48) hours.
6. Except as otherwise provided pursuant to the insurance provisions of this Agreements, Subcontractor assumes all risks of damages or injuries, including death, to any property or persons used or employed on or in connection with the Work, and all risks of damages or injuries, including death, to any property or persons wherever located, resulting from any action, omission or operation under the Subcontract or in connection with the Work.
7. In the event Subcontractor sublets any Work to a Sub-Subcontractor, a similar indemnification provision as provided above shall be included in the agreement between Subcontractor and its Sub-Subcontractors.

SECTION 19: DEFENSE OF PATENTS, PAYMENTS OF ROYALTIES

1. Subcontractor shall defend all suits or claims for infringement by it of any patent rights that may be brought against Contractor, Customer, or the Owner arising out of the Work, and shall indemnify and hold Contractor, Customer, or Owner harmless from loss on account thereof. Subcontractor shall pay all royalties and shall obtain and pay for all licenses and permits pertaining to its Work.

SECTION 20: ARBITRATION

1. Any dispute or claim arising out of, or relating to this Subcontract or breach or performance thereof, shall be resolved by arbitration in accordance with the Construction Industry Arbitration Rules of the Ontario Arbitration Act currently in effect, unless the parties mutually agree otherwise.
2. The decision and award of the arbitrators shall be final and binding upon both parties, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
3. This section shall not be deemed a limitation of rights or remedies which Subcontractor may have under federal law, under provincial mechanic's lien law or under applicable labor or material payment bonds unless such rights or remedies are expressly waived by Subcontractor.
4. Such arbitration shall take place in the Province of Ontario, only, exclusive of all other Provinces.

SECTION 21: INTERPRETATION OF AGREEMENT

1. This Subcontract shall be construed according to the laws of the Province of Ontario.

SECTION 22: WAIVER

1. The failure of the Owner, Customer, or Contractor to insist in any one or more instances upon a strict compliance with any provision of this Subcontract, or to exercise any option herein conferred, shall not be construed as a waiver or relinquishment of the right of the Owner, Customer, or Contractor hereafter to require compliance with such provision, or to exercise such option, nor shall it constitute a waiver of any of Contractor, Customer, or Owner's other rights in connection with the Subcontract.

SECTION 23: TITLE TO WORK AND MATERIALS

1. Subcontractor warrants the title to all Work and materials covered by an application for payment will pass to the Owner no later than the time of payment. Subcontractor further warrants that upon submittal of an application for payment, all Work and materials for which certificates for payment have been previously issued and payments received from Contractor shall be free and clear of liens, claims, security interest or encumbrances in favor of subcontractors, sub-subcontractors, materialmen, suppliers or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

SECTION 24: SEVERABILITY

1. If any provision or part of this Subcontract shall be held invalid, all other provisions and parts of this Subcontract shall nevertheless be deemed valid and binding upon Subcontractor and Contractor.

SECTION 25: APPLICABLE LAWS, PERMITS, FEES AND NOTICES

1. Subcontractor shall give notices and comply with laws, ordinances, rules, regulations and order of public authorities having jurisdiction over or bearing on performance of the Work of this Subcontract. Subcontractor shall secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of Subcontractor's Work, the furnishing of which is required of Contractor by its agreement with its Customer or the Contract Documents.
2. Subcontractor shall comply with federal, provincial and local tax laws, social security acts and employment compensation acts and workers' compensation acts insofar as applicable to the performance of the Subcontract.
3. Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

SECTION 26: MBE/WBE/DBE GOALS

1. Subcontractor acknowledges that Contractor's customer may have MBE/WBE/DBE content programs, goals and/or requirements. Subcontractor commits to participate in such programs at the levels of content in the Work, as set forth in the Subcontract.
2. Content in the Work is measured by work performed and dollars paid, to properly accredited MBE/WBE/DBE firm(s). In the event that Subcontractor fails to meet this MBE/WBE/DBE requirement, Contractor reserves the right to withhold payment from Subcontractor equal to: a) any unsatisfied commitment or b) in the amount of any fines, penalties, costs or charges assessed against Contractor as a result of Subcontractor's failure to meet MBE/WBE/DBE goals or requirements, whichever is greater.

Subcontractor shall provide Contractor with Subcontractor's MBE/WBE/DBE certificate within five (5) business days of signing this Subcontract, which certificate must have been issued by no later than the signing of the Subcontract. Subcontractor shall provide Contractor with monthly status reports on MBE/WBE/DBE utilization. Subcontractor agrees to promptly provide such other information requested by Contractor or its Customer in furtherance of such goals or requirements.

SECTION 27: SUBCONTRACT TERMINATION

1. Contractor reserves the right to terminate this Subcontract at any time with or without cause. In such event, Subcontractor shall be paid to date of termination for such portions of the Work as Subcontractor and its Sub-Subcontractors have completed and for materials which have been provided, fabricated or delivered and which have been approved by the Owner and Contractor, including reasonable expenses arising directly from the termination. Under no circumstance shall Subcontractor recover anticipated overhead and profit on that portion of the Work not completed, nor any consequential damages. This right to terminate shall be in addition to all other rights and remedies granted Contractor under this Subcontract, and at law and in equity.