

Ceres Environmental Master Subcontract Agreement

This Subcontract Agreement (hereinafter the "Subcontract") made and entered into as of the date of execution hereof by and between **CERES ENVIRONMENTAL SERVICES, INC.**, a Minnesota corporation, whose principal office is located at 3825 85th Ave. N., Brooklyn Park, MN 55443 ("Contractor" or "Ceres") and Great Lakes Environmental & Infrastructure, LLC, ("Subcontractor"), whose principal office is located at 6558 Lonetree Blvd., Rocklin, CA 95765.

PROJECT: Disaster Seasons 2018-2021

OWNER: TBD (hereinafter the "Owner")

OWNER'S

AGENT: TBD (hereinafter the "Owner's Agent")

For and in consideration of the Subcontract Amount (as defined in Article 5 herein) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Contractor and the Subcontractor agree and contract as set forth below:

ARTICLE 1 CONTRACT DOCUMENTS

1.1 The "Subcontract Documents", as such term is used herein, consist of this Subcontract, and all plans, drawings, specifications, scope of work and addenda issued by the Owner or the Owner's Agent, the General Conditions of the Contract (which are incorporated herein by reference and may, at Contractor's option, be attached as an exhibit hereto) and all supplementary general conditions, special conditions and modifications made prior to the execution of this Subcontract, all of which are incorporated herein and form a substantive part of the Subcontract to the extent such Subcontract Documents relate in any manner to the performance and completion of the "Work" (as such term is defined in Article 2.1 herein). All subsequent modifications to the Subcontract Documents which are incorporated pursuant to Article 9 herein shall be incorporated herein to the same extent as set forth above and any other documents previously provided by Contractor to Subcontractor. The validity and enforceability of this Subcontract Agreement is dependent upon approval of the Subcontract and Subcontractor by the Owner. If the Owner fails to approve the Subcontract or Subcontractor, then this Subcontract is void, unenforceable and of no legal effect whatsoever.

1.2 Subcontractor hereby agrees to timely undertake and perform all obligations, expressed and implied, required by the Subcontract Documents as defined in Section 1.1. All of the Subcontract Documents set forth in Section 1.1 are intended to be complimentary. In the event of any irreconcilable difference between the Subcontract and any other of the Subcontract Documents, this Subcontract shall be controlling. In the event of an irreconcilable difference between plans, drawings and specifications, the more stringent requirements shall take precedence; and if a

conflict continues to exist thereafter, the specific provisions shall govern over the general provisions. Any ancillary work that may reasonably be inferred from the Subcontract Documents as being required to perform and complete the Work for which Subcontractor undertakes herein shall be supplied, whether or not it is specifically listed or otherwise required.

1.3 This Subcontract is controlling with respect to the relationship between Contractor and Subcontractor for this Project. The Subcontractor agrees to be bound to the Contractor to the same extent as the Contractor is bound to the Owner with respect to the performance and completion of the Work.

1.4 This Subcontract does not create, nor does any course of conduct between the Contractor and Subcontractor pursuant to this Subcontract create, any contractual relationship between any parties other than the Contractor and Subcontractor. The Subcontractor is in all respects an independent contractor. Subcontractor shall have no authority to bind the Contractor by any statement, representation, or promise of any kind. The Subcontractor shall not interfere with the Contractor's relationship with the Owner nor any other entity or person, and the Subcontractor shall not deal directly with the Owner without prior authorization, in each instance, in writing, from the Contractor. The Subcontractor agrees not to enter into any other contract relating to the Project without the Contractor's prior written consent.

ARTICLE 2 THE WORK

2.1 Subcontractor and Contractor agree that the "Work" to be performed by the Subcontractor is defined as and consists of the following:

- See Exhibit A (Scope of Work)

Contractor shall have no obligation to compensate Subcontractor for any work not within the above scope and/or agreed to in advance and in writing pursuant to Article 9. All work will be directed by Contractor and no payments shall be made except for work performed as directed by Contractor. Contractor may, at its own discretion, provide a Project Manager and one or more additional persons (safety, quality control) who will administer the Contract and Subcontract for the Contractor's sole benefit.

2.2 Subcontractor will furnish at its sole cost and expense all labor, materials, tools, equipment, permits, installation, supervision, shop drawings, erection drawings, field use drawings, permits, samples, reports and any other services necessary to perform and fully complete the Work as described in and in accordance with the Subcontract Documents. Subcontractor will obtain at its sole cost and expense all necessary work permits from all authorities having jurisdiction over the Project and obtain final inspection for the Work as required by such authorities and the Subcontract Documents.

2.3 Contractor will decide, in its own discretion, the amount of work assigned to Subcontractor. Except as otherwise provided in Article 9, Subcontractor shall not be entitled to any additional work beyond the Work referenced in this Article 2.

**ARTICLE 3
OBLIGATIONS OF CONTRACTOR**

3.1 Contractor shall in good faith undertake to fulfill all obligations of Contractor to Subcontractor in a manner consistent with the Subcontract Documents.

3.2 The Contractor shall transmit to the Subcontractor, with reasonable promptness, all submittals, transmittals, and written approvals relative to the Subcontractor's Work.

3.3 The Contractor shall manage the Project logistics to permit Subcontractor access to the Project in accordance with the Subcontractor's Schedule (as defined in Section 4.3 herein), if any.

3.4 The Contractor shall expeditiously pursue conflict resolutions so as to minimize, to the extent possible, the impact on Subcontractor's performance of its obligations.

3.5 The Subcontractor is entitled to request through the Contractor any information or services required for the Subcontractor's performance of the Work which is under the Owner's control. The Contractor, however, does not warrant the accuracy or completeness of the information provided by the Owner.

**ARTICLE 4
OBLIGATIONS OF SUBCONTRACTOR**

4.1 Subcontractor agrees to commence the Work when directed by Contractor and to diligently and continuously prosecute such Work and to coordinate the Work with other work performed on the Project so that Contractor shall not be delayed in completion of the Project by any act or omission of Subcontractor performing and completing its Work within the time specified in the Subcontract Documents.

4.2 Time is of the essence of this Subcontract and Subcontractor, in agreeing to complete the Work within the times and sequences herein mentioned, has taken into consideration and made allowances for all the hindrances and delays incident to the Work, including but not limited to inclement weather.

4.3 A Project schedule (the "Schedule") shall be developed by the Subcontractor which shall schedule and coordinate the times required for each area of work on the Project. Subcontractor shall participate and cooperate in scheduling the times and sequences required in performing Subcontractor's Work and shall perform its Work in accordance with the Schedule including all amendments thereto. Subcontractor shall continuously monitor its Schedule and advise Contractor of the status of Subcontractor's progress on a regular basis, including information on the status of shop drawings, samples, submittals and materials or equipment which may be in the course of preparation or manufacture. In the event that critical path method or any other project planning and control technique is used, Subcontractor shall comply with all requirements resulting from use of the technique as to start, completion and phasing of Work on the Project. Subcontractor is responsible for making all changes to the schedule as required by the Contractor and Owners.

4.4 Subcontractor shall immediately (within one (1) day) notify Contractor of any circumstances which may affect times and sequences in the Schedule, and shall immediately make all requests for extensions of time, in writing to Contractor.

4.5 If Subcontractor is responsible for any delays in time or sequence of the Schedule, Subcontractor shall pay Contractor for all costs and damages suffered by Contractor as a result of such delays, including, without limitation, any damages, including but not limited to liquidated damages, assessed against Contractor by the Owner.

4.6 In the event that Subcontractor's performance of the Work is delayed, impacted or interfered with, for any reason and for any period of time, by acts or omissions of Owner, Contractor or other subcontractors, Subcontractor may request an extension of time for performance of the Work, but shall not be entitled to any increase in the Subcontract Amount or to damages or additional compensation as a consequence of such delays, impacts or interference, except to the extent that Contractor is entitled to compensation for such delays, impacts or interference and then only to the extent of any amounts that Contractor may, on behalf of Subcontractor, actually recover from Owner.

4.7 Any time Subcontractor is behind Schedule in its Work as a result of acts or omissions by Subcontractor or as a result of delays for which Subcontractor is not entitled to an extension (including, without limitation, delays for which Subcontractor has failed to notify Contractor in accordance with Article 4 of this Agreement), Subcontractor shall, at its own expense, provide Contractor with a recovery schedule on request from Contractor and supply additional labor, supervision and equipment, perform overtime work, and do everything necessary to bring its Work back on Schedule pursuant to such recovery schedule.

4.8 Subcontractor shall ensure that all employees and other individuals retained to work on the Subcontractor's behalf shall physically report to Subcontractor's designated on-site Project supervisor or foreman each day prior to commencing any Work. The purpose of such daily reporting shall be to ensure that all on-site personnel receive any Project updates including but not limited to those involving Project scheduling or scope changes and site safety. Daily work report forms shall be completed by Subcontractor and turned in at the Contractor's Project office at the end of each work day. Subcontractor's Project supervisor or foreman shall attend meetings as scheduled by Contractor's Project superintendent for the purpose of coordinating and scheduling all activities on the Project.

4.9 Subcontractor acknowledges that the Project will be constructed, and work performed, utilizing many other employers, suppliers and vendors providing supplies and materials, who may or who may not, be party to, or signatory to, collective bargaining agreement(s).

4.9.1 Subcontractor represents and warrants that, if it is party to collective bargaining agreements(s), such agreement(s) contain "no strike" clauses, or affirmatively provide that hiring, termination and actions of employers other than Subcontractor do not provide a basis to strike, for a labor dispute, or for slowdown or work stoppage by Subcontractor's employees.

4.9.2 If Subcontractor is a party to any collective bargaining agreement(s), Subcontractor shall deliver copies of such agreement(s) to Contractor's Project office within twenty-four (24) hours of receipt of such written request.

4.9.3 Subcontractor represents and warrants that it has no reason to believe that the execution of this Subcontract and its working on this Project will, or could, give rise to any work stoppage, slowdown, strike or labor dispute on the Project.

4.9.4 Subcontractor shall at all times take all legal action necessary to prevent and avoid all work stoppages, slowdowns, strikes or labor disputes by its employees. In an event of any work stoppage or slowdown by Subcontractor's employees, Subcontractor shall within twenty-four (24) hours or as soon as legally permissible, take all legal action permitted by collective bargaining agreements or by law to expedite complete resumption the of Work on the Project.

4.9.5 In the event of any strike, picket, sympathy strike, work stoppage or other form of labor dispute at the Project, no matter at whom directed, Subcontractor agrees to diligently and continuously prosecute its Work under this Subcontract without stoppage, hindrance, delay, interruption, or slowdown, whatsoever. In the event Subcontractor fails to diligently continue its Work, without interruption or delay, due to any of such events, the Contractor, in addition to damages and all other rights it has under this Subcontract and at law, may terminate this Subcontract after giving Subcontractor forty eight (48) hours written notice of its intent to do so for failure to man the Project and violation of this provision.

4.10 Subcontractor agrees at its own expense: (1) to take all necessary precautions to protect the work of other trades from any damage caused by Subcontractor's operations; and (2) to watch over, care for and protect from damage or injury, by any cause whatsoever, all of Subcontractor's Work, complete or otherwise, and all of its materials, supplies, tools and equipment at or near the Project. Subcontractor agrees, without loss or damage to Contractor, to make good any loss or damage to any and all such Work, materials, supplies, tools, and equipment up to the final acceptance of the entire Project by the Owner.

4.11 Subcontractor shall be responsible for the safety of its operations and its employees and shall take all reasonable safety precautions with respect to its Work. Subcontractor shall comply with all safety policies and procedures initiated by Contractor for the Project, including Contractor's policy regarding drugs, alcohol and controlled substances and shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority for the safety of persons or property, including, but not limited to, the Federal Occupational Safety and Health Act (OSHA). Subcontractor shall immediately notify Contractor of any injury to any of the Subcontractor's employees. Subcontractor shall require its personnel to attend any safety meetings Contractor might conduct and direct Subcontractor to attend.

4.11.1 Subcontractor agrees that in performing its Work, it will not create, use or dispose of any hazardous chemicals or substances in an unlawful or hazardous manner and shall be solely responsible for the lawful, proper and safe handling, storage and removal of all hazardous wastes, chemicals and substances which are introduced to the Project, or removed from the Project, by Subcontractor's operations. The term "hazardous waste, chemicals or substances" shall mean those materials and substances prohibited, proscribed, or the use of which is controlled, by any agency of the federal government or the applicable state or local agency having jurisdiction of such matters. Subcontractor shall comply with all federal, state and local regulations dealing with the use, storage or disposal of all hazardous wastes, chemicals and substances. Subcontractor shall be responsible for any and all claims and damages resulting from the use, handling and storage and removal and disposal of such hazardous wastes, chemicals or substances from the Project, and will defend and hold Contractor harmless, in accordance with Article 12 herein, from any and all liability associated with such use, handling, storage, removal and disposal including all associated attorneys' fees and costs of all clean-up operations wherever and whenever required by any governmental authority or Contractor.

4.12 Subcontractor shall make timely payment for all labor, services, supplies and equipment relating in any way to Subcontractor's Work. If at any time the Contractor shall have cause to believe that Subcontractor has failed to make payments as provided herein, Contractor may, in its sole discretion, pay the Subcontractor's sub-contractors either directly and deduct such payment(s) from amounts owed to Subcontractor or, alternatively, pay sub-subcontractors by joint check with Subcontractor. In such instance, Contractor will pay for all work properly performed, documented and invoiced by the Subcontractor. Subcontractor is responsible for verification, and submission to the Contractor, of the invoices for the work of its sub-subcontractors.

4.13 Subcontractor shall not subcontract, assign or transfer the performance of this Subcontract or any part thereof without the written consent of Contractor. Subcontractor shall notify the prior Contractor in writing of any assignment of amounts due it, or to become due it, under this Subcontract. Subcontractor agrees that this Subcontract shall be freely assignable by the Contractor and agrees to perform or continue to perform Subcontractor's obligations for the assignee subject to assignee's fulfillment of all Contractor's obligations hereunder. Subcontractor agrees to flow down or make applicable all the obligations of this Subcontract to any entity with whom Subcontractor subcontracts any Work or, after receipt of written consent of Contractor, assigns or transfers any Work.

4.14 Subcontractor warrants that all materials and equipment utilized in the performance of the Work on the Project shall be in good working order and in compliance with all local, state and federal safety requirements. All loads shall be covered with tarps at Subcontractor's sole cost and expense. These warranties shall be in addition to and not a limitation of any other warranty or remedy provided by law or by the Subcontract Documents. Subcontractor hereby agrees to provide all warranties and guarantees to Owner for its Work required by the Owner under its agreement with the Contractor.

4.15 Subcontractor shall give all notices and comply with all codes, laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work. Subcontractor shall secure and pay for all costs and expenses to perform the Work including, without limitation, bond premiums, permits, fees and licenses necessary for the execution of the Work, and all federal, state and local taxes in connection with the Work, and Subcontractor agrees that all costs thereof are included in the Subcontract Amount. When required by Contractor, Subcontractor will furnish satisfactory evidence showing that all such payments have been made. Subcontractor shall promptly review the Subcontract Documents and report in writing to Contractor any variance with codes, laws, ordinances, rules and regulations, and without having given such notice to the Contractor, Subcontractor shall assume full responsibility therefore, and shall bear all costs and damages attributable thereto.

4.16 Subcontractor shall comply with federal, state and local tax and labor laws, Social Security acts, Unemployment compensation acts and Workers' Compensation acts, insofar as applicable to the performance of the Work including, but not limited to, the Fair Labor Standards Act, the Service Contract Act and the Davis Bacon Act to the extent that these laws apply to the Work. Subcontractor acknowledges and confirms that Subcontractor and all of its subcontractors have received and will abide by any wage determinations applicable to the Project, as well as any labor provisions in Contractor's prime contract with the Owner which are applicable to Subcontractor's Work. Subcontractor shall comply with all procedures rules and regulations with regard to nondiscrimination issued or to be issued by any federal, state or local government or agency, including the Equal Employment opportunity Commission, insofar as they may apply to the Work. If either the Davis Bacon Act, Service Contract or other minimum wage law applies to the Work, the Subcontractor shall submit certified payrolls to the contractor by the Wednesday of the week following the end of the week to the Contractor. Submission of these payrolls is a precondition to payment.

4.16.1 Subcontractor shall fully indemnify, hold harmless and defend Contractor against any and all penalties, fines and any other form of reprimand for any violation(s) of Subcontractor's (or Subcontractor's lower tier subcontractors') obligations under federal and state labor laws. At its sole option, Contractor shall be entitled to withhold Progress Payments or Final Payment otherwise due under Articles 6 and 7 in amounts necessary to off-set any and all costs incurred by Contractor as a result of Subcontractor's (or Subcontractor's lower tier subcontractors') violation(s) of federal and state labor laws.

4.17 Subcontractor hereby represents and acknowledges that it has reviewed and inspected all of the Subcontract Documents set forth in Section 1.1. and has identified no issues that might impact Subcontractor's ability to perform the Work as required in such documents. Subcontractor has investigated and satisfied itself as to the conditions affecting the Work including, but not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, the type of equipment and facilities needed to perform the Work, and seasonal weather conditions, variances in river stages and/or tides, and similar physical and natural conditions at the Project, as well as an labor requirements to include any local area practices. Subcontractor has further satisfied itself as to the surface and subsurface conditions of the Project from an inspection of the Project including any exploratory work done by the Owner and Contractor, as well as from information presented by the plans, drawings and specifications made a part of this Subcontract. Any failure by Subcontractor to

acquaint itself with the available information will not relieve it from responsibility for estimating properly the difficulty or cost of successfully performing the Work and will not relieve it from responsibility for performing the Work unclassified. Subcontractor acknowledges that it has conducted a site visit and viewed first-hand the project conditions. Contractor assumes no responsibility for any conclusions or interpretations made by Subcontractor on the basis of any information made available by the Owner or Contractor.

4.17.1 If the Subcontractor determines that any conditions to which its Work is to be applied or affixed is unsatisfactory or unsuitable, or that could adversely affect the Work, written notification of said condition shall be given to Contractor prior to the conditions being disturbed. In the absence of written notification to Contractor, the Subcontractor shall be deemed to have accepted the Project conditions for all purposes.

4.18 To the extent permitted by the laws of the state in which the Project is located, Subcontractor waives all rights related to and will save and keep the Project and the lands upon which it is situated free from all mechanic's liens and all other liens by reason of the Work or any labor, materials or other things used on the Project. If Subcontractor fails to remove any lien by bonding it or otherwise, Contractor may retain sufficient funds, out of the Subcontract Amount, to pay the same and all costs incurred by reason thereof, including, without limitation, attorneys' fees.

4.19 Subcontractor will clean up all debris occasioned by the Work performed hereunder and will at all times keep the Project premises clean. Any trash, debris, or liquid that poses a possible threat of fire or safety shall be removed from the premises immediately. If, after twenty-four (24) hours notice by Contractor to Subcontractor, Subcontractor has not diligently proceeded with the clean-up as outlined in this section, then Contractor has the right to proceed with the clean-up work at Subcontractor's cost and expense.

4.20 Subcontractor shall cooperate with Contractor and other subcontractors whose work or responsibilities might interfere with Subcontractor's Work, and shall participate in the preparation of the Schedule and shall coordinate his operations in areas of congestion, specifically advising Contractor of any such interference.

4.21 All of Subcontractor's workmanship, materials, submissions, and samples shall be subject to the approval of Owner, Owner's Agent and Contractor.

4.22 Subcontractor understands that it has no exclusive right to any zones, work areas or other portions of the work. Subcontractor understands that it is not entitled to any payment for mobilization or demobilization of its resources. Work areas may not be exclusive as determined in the sole discretion of Contractor. The Subcontractor shall not move from one designated work area until completed to the full satisfaction of Contractor.

4.23 Subcontractor shall be responsible for its layout and for the protection and preservation of all installed engineering data and layout points and shall take all necessary precautions to insure that said data is not damaged, destroyed, altered or changed. Re-engineering, if required, shall be performed at the Subcontractor's expense.

4.24 Subcontractor at its sole cost and expense shall be responsible for all repairs of damaged curbs, sidewalks, drive walks, utilities, buildings, improvements, other constructions, electric transmission lines, water/sewer lines, lawn and landscape. Subcontractor is solely responsible for any damage caused by its employees or subcontractors. In addition to any other remedies provided to herein, Contractor may, in its sole discretion, repair any such damage and back charge the subcontractor the cost of the repair from any Progress or Final Payment.

4.25 Subcontractor agrees to require any and all of its subcontractors to assume all obligations and responsibilities under the Subcontract Documents.

4.26 Subcontractor shall furnish to Contractor in a timely fashion all information necessary for the preparation and submission by Contractor of any and all reports required by Owner for the Work.

4.27 If any design, device, material, or process covered by letters, of patent, or copyright is used by the Subcontractor, whether required or not, it shall provide for such use by suitable legal agreement with the owner of the patent or copyright, protecting the Contractor from and against all claims for infringement, and shall include the cost of such agreement in the Subcontract Amount. It shall be the duty of the Subcontractor, if so demanded by the Contractor, to furnish the Contractor with a copy of the legal agreement with the owner of the patent or copyright, and if such copy is not furnished when demanded, then Owner may, if it so elects, withhold any and all payments due to the Subcontractor until said legal agreement is furnished. The Subcontractor shall pay all royalties and license fees. The Subcontractor shall defend suits or claims for infringement of patent rights and shall hold the Contractor harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Subcontract Documents. If, however, the Subcontractor has reason to believe that the required design, process or product is an infringement of a patent, the Subcontractor shall be responsible for such loss unless such information is promptly furnished to the Contractor.

4.28 To the extent applicable to Subcontractor's Work, Subcontractor shall be responsible for managing and controlling any storm water runoff or soil disturbances that result from the performance of the Work at the Project site.

ARTICLE 5 THE SUBCONTRACT AMOUNT

5.1 Subject to the provisions of this Subcontract and as full consideration for complete performance of the Work and of all Subcontractor's obligations and representations under the Subcontract Documents, the Subcontract Amount is as set forth below.

- **See Pricing Schedule (Exhibit A), hereinafter "Subcontract Amount".**

As set forth in more detail in Article 2, the Subcontractor's scope of work shall be limited to these contract line items unless otherwise agreed in advance in writing.

If the subcontractor does not have an Exhibit A with pricing for a specific project, work cannot

commence on that project.

5.2 This Subcontract Amount shall be the total amount to which Subcontractor is entitled, except as may be amended by written Change Order or other provisions as set forth herein. Contractor may provide full-time personnel as Project Manager/Quality Control Manager, in a reasonable quantity acceptable to contractor. This/these personnel is/are provided solely for Contractor's benefit as Subcontractor is solely responsible for managing its Work and performing the quality control and safety required for that Work to insure that the Work complies with all the requirements of the Subcontract Documents.

5.3 The Contractor agrees to pay to the Subcontractor the stated consideration for such work under this Subcontract Agreement. The Contractor shall retain 10% of each progress payment requested and approved by Contractor. All the money is to be paid, subject to the condition precedent ("suspensive condition") stated below, in current funds ten days after the contractor has received funds from the Owner. Notwithstanding the above and below, it shall be an absolute condition precedent (i.e. "suspensive condition") to any liability of the Contractor to the Subcontractor for progress or final payments for any work performed by the Subcontractor on the project that the Contractor be in receipt of payment by the Owner for such work. If the Owner has not paid the Contractor, for whatever reason (including, but not limited to, the Owner's inability to pay, insolvency, bankruptcy or other financial problems) the Subcontractor agrees that the Contractor shall not be obligated to, liable to, or indebted to, the Subcontractor on account of such work. The Subcontractor accepts the risk that it will not be paid for work performed by the Subcontractor in the event that the Contractor, for whatever reason, is not paid by the Owner for such work, and the Subcontractor states that he relies entirely for payment for work performed on the credit of the Owner, and not of the Contractor. The Subcontractor acknowledges it understands and agrees to the terms and conditions of the payments as outlined in this Section 5.3. The Subcontractor agrees that the liability of the surety on Contractor's payment bond, if any, for payment to the Subcontractor, is subject to the same conditions precedent or suspensive conditions as are applicable to the Contractor's liability to the Subcontractor.

ARTICLE 6 PROGRESS PAYMENTS

6.1 [Reserved]

6.2 Subcontractor shall submit to Contractor on weekly basis an Application for Payment (hereinafter "Application for Payment") in triplicate, complete with required breakdown data to permit checking and approval, in a form acceptable to Contractor. The amount of the Application for Payment will be equal to Ninety Percent (90%) (Ten Percent (10%) to be held as retainage) of the value of labor incorporated by Subcontractor in the Work since the previous weekly Application for Payment.

6.3 In addition to any other requirements of the Subcontract, each progress payment (hereinafter "Progress Payment"), in amounts consistent with the approved Application for Payment, shall not be due unless and until the following conditions precedent to each such Progress Payment have been satisfied: (1) approval and acceptance of Subcontractor's Work by Owner and Contractor; (2) receipt of payment, in accordance with the approved Subcontractor's Application for Payment, by Contractor from Owner; (3) furnishing to Contractor satisfactory evidence by Subcontractor that all labor and material accounts incurred by Subcontractor in connection with its Work have been paid in full; (4) furnishing to Contractor by Subcontractor a partial waiver of lien; (5) furnishing to Contractor payment and performance bonds as called for in Article 8; (6) furnishing to Contractor proof of required insurance coverages in accordance with Article 11; (7) furnishing Contractor applicable permit, business license and sales tax numbers; and, (8) furnishing Contractor of all certified payrolls if applicable.

6.4 The amount of each Progress Payment to Subcontractor, if due, shall not exceed the amount approved by Architect and Owner, and paid to the Contractor by Owner, for the Work of Subcontractor.

6.5 Progress Payments, if due in accordance with Sections 5.3 and 6.3 above, will be made within 10 days of when Contractor receives payment from the Owner for Subcontractor's Work. Contractor's obligation to make such payment is expressly conditioned upon those conditions set forth elsewhere in this agreement, including but not limited to those conditions set forth in Section 5.3 above.

6.6 Payments otherwise due, either Progress Payments, if any, or final payment under Article 7 herein, may be withheld by Contractor on account of: (1) defective Work not remedied, claims filed, reasonable evidence indicating probability of filing claims; or (2) failure of Subcontractor to make payment properly to its subcontractors or suppliers for material or labor, or applicable taxes, fees, and fringe benefits; or (3) reasonable doubt that the Work can be completed for the balance of the Subcontract Amount then unpaid; or (4) any other breach of the Subcontract Documents. If these deficiencies are not removed, Contractor may rectify the same at Subcontractor's expense. Contractor may offset against the Subcontract Amount any liquidated or unliquidated obligations of Subcontractor to Contractor, whether or not arising out of the Subcontract Documents.

6.7 No payment to Subcontractor, either Progress Payments or Final Payment under Article 7 herein, shall operate as an approval of the Work or any part thereof, or Subcontractor's obligations under the Subcontract Documents.

6.8 Acceptance by the Subcontractor of any payment made after the receipt by Contractor of its Final Payment, or any part thereof, from the Owner, shall be and shall operate as a release to the Contractor of all claims and liability by the Subcontractor for all things done or furnished or relating to the Work and for every act or alleged neglect of the Contractor arising out of the Subcontract except for claims for retained percentages withheld by the Contractor in accordance with this Subcontract and except as to such claims for Changed Work as provided for in Article 9.

6.9 If Contractor receives information, or has reason to believe, that Subcontractor has not paid for labor, services, equipment or materials used on, to be used on, incorporated into or to be incorporated into the Project, then Contractor reserves the right (but is not obligated), to make payments to Subcontractor in the form of checks payable jointly to Subcontractor and its laborers, suppliers or subcontractors.

ARTICLE 7 FINAL PAYMENT

7.1 Subcontractor's final Application for Payment shall be submitted in the same form specified in Article 6 and no later than thirty (30) days following the final completion of the Work required by the Subcontract Documents.

7.2 In addition to any other requirement of this Subcontract, payment of Subcontractor's final Application for Payment ("Final Payment") shall not be due unless and until the following conditions precedent to final payment have been satisfied: (1) approval and acceptance of Subcontractor's Work by Owner, Architect and Contractor, including "punch-list" work and other work required to bring the Work into compliance with this Subcontract; (2) delivery to Contractor of all manuals, "as-built," guarantees and warranties, including those for material and equipment furnished by Subcontractor, and any other documents required by federal, state or local laws or regulations; (3) receipt of final payment for Subcontractor's Work by Contractor from Owner; (4) furnishing to Contractor satisfactory evidence by Subcontractor that all labor and material accounts incurred by Subcontractor in connection with its Work have been paid in full; (5) furnishing to Contractor a complete general release and a final waiver of lien; (6) furnishing to Contractor the written consent to surety to final payment; and (7) furnishing of certified payrolls if applicable.

7.3 The Final Payment amount, if due, will be the difference between the Subcontract Amount, as modified and adjusted in accordance with the Subcontract Documents, and the aggregate sum of the amounts previously paid under the Subcontract, if any.

ARTICLE 8 PAYMENT AND PERFORMANCE BONDS

8.1 Subcontractor shall provide payment and performance bonds from a Treasury listed surety. The Contractor may waive any requirement for a bond in Contractor's sole discretion.

8.2 The premiums for these bonds shall be paid by Subcontractor and the cost thereof is included in Subcontract Amount.

8.3 Subcontractor shall include the cost of any increase in bond premium in any Change Order Requests as defined in Article 9 herein Submitted to Contractor, and shall pay the increased premium applicable to an approved Change Order as defined in Article 9 herein.

8.4 Any material breach as defined in Section 15.1 of this Subcontract shall entitle Contractor to declare Subcontractor in default of this Subcontract and request the surety to perform under the payment and performance bonds.

ARTICLE 9 CHANGES

9.1 A "Change Order Request" is a detailed cost estimate submitted by the Subcontractor to the Contractor outlining a change in the Work and costs associated with the change, including detailed documentation justifying any proposed adjustment in time. This estimate shall be computed using costs for labor and materials at prevailing rates in the Project area. A "Change Order" is a written order from Contractor, executed by either David McIntyre, Steve Johnson or David Preus (the "Authorized Contractor Representatives"), accepting a Change Order Request, or directing a modification, alteration, addition or deletion to the Work ("Changed Work"). Any Change Order(s) not executed by one of the Authorized Contractor Representatives shall be void and unenforceable.

9.2 The Work to be performed under this Subcontract may be modified by changes required by Owner, Architect, or Contractor and the Subcontract Amount as set forth in Article 5 shall be adjusted by written Change Order in accordance with the terms and conditions of the Subcontract. Subcontractor shall have no duty to perform any Changed Work and no right to payment for any Changed Work that, prior to the performance thereof, has not been authorized by Contractor through the issuance of a Change Order executed by one of the Authorized Contractor Representatives.

9.3 No alteration, addition or deletion shall be made to the Work as shown or described by the Subcontract Documents except by Change Order, and when so made, the value of the alteration, addition or deletion shall be computed and determined in accordance with this Subcontract, subject to the written approval and acceptance by Contractor, and the amount so determined shall be added or deducted from the Subcontract Amount. Subcontractor shall have no claim for Changed Work unless such work has been done in pursuance of a Change Order from Contractor. Any Changed Work performed without such Change Order will be at Subcontractor's expenses.

9.4 For changes in the Work that affect the Subcontract Amount or construction time, Subcontractor shall notify Contractor of the scope of any change in cost or time within five (5) days after first knowledge of the proposed change and shall submit the Change Order Request within ten (10) days. The estimate procedure shall be in accordance with the terms of this Subcontract, and the costs of labor and materials shall be in accordance with appropriate provisions of this Subcontract.

9.5 If Owner or Contractor disputes the validity or amount of a Change Order Request submitted by Subcontractor, but instructs Subcontractor to proceed with the Work pending resolution of the dispute, Subcontractor shall promptly commence such disputed work and expeditiously complete it. Contractor solely reserves the right to pursue a claim. To the extent permitted by applicable law, Subcontractor agrees to permit Contractor to decide whether to pursue a claim and Subcontractor shall be bound by Contractor's decision.

ARTICLE 10 TEMPORARY FACILITIES AND SERVICES

10.1 Subcontractor shall be responsible for unloading and hoisting all of its materials, supplies, tools and equipment in order to ensure the timely completion of Subcontractor's Work.

10.2 After obtaining Contractor's approval, Subcontractor shall have free use of any temporary roadways, equipment pads and scaffolding provided by Contractor whenever these temporary facilities are necessary for performance of the Work.

10.3 The Subcontractor will comply with and perform all obligations required by the employee parking arrangement, if such arrangement is mandated by the Contractor.

ARTICLE 11 INSURANCE

11.1 Prior to the start of any Work described by this Subcontract, Subcontractor shall procure, and shall maintain in force for the duration of any activities by Subcontractor with regard to the Project, Worker's Compensation Insurance, Employer's Liability Insurance, Commercial General Liability Insurance, and Automobile Liability Insurance on all owned, non-owned and hired vehicles. Failure by Subcontractor to obtain or maintain any insurance coverage(s) as required by this Subcontract shall constitute a material default of Subcontractor's obligations and shall, notwithstanding any contract provisions to the contrary, entitle Contractor at its option to immediately (i) stop all work by Subcontractor pending adequate proof of the existence of proper coverage (no such stop work order shall entitle Subcontractor to additional time or money), (ii) terminate the Subcontract for default, (iii) purchase proper coverage(s) and charge all costs thereof to Subcontractor, and/or (iv) withhold any further payments to Subcontractor until arrangements for the required coverage(s) are made.

11.2 Any insurance provided shall only be from a financially responsible company and which has an A.M. Best Rating of A- or better. Contractor shall be listed as additional insured on each of these policies except for Workers' Compensation. A waiver of subrogation in favor of Contractor is required from all insurance carriers including the Workers' Compensation carrier. Subcontractor is not entitled to any payment until it provides a valid certificate of insurance complying with these subcontract requirements. If any Work is subcontracted, Subcontractor shall provide Certificates of Insurance for each subcontractor at every tier that complies with the requirements in this section.

11.3 Subcontractor's Commercial General Liability, Automobile Liability, and Workers' Compensation coverages shall be primary, and any applicable insurance carried by either the Owner or Contractor shall be excess over Subcontractor's insurance. The policies shall be written with limits of liability not less than the following:

A. Commercial General Liability including Premises and Operation, Completed operations (carried for a period of two years after the completion of the Project), Contractual Liability to cover

Subcontractor's obligation in the Indemnity Clause, XCU Coverages, and Contractors Protective Liability Coverage:

Bodily Injury & Property Damage: \$1,000,000 Per Occurrence
\$2,000,000 Aggregate

Aggregate limit shall apply specifically to this job.

B. Automobile Liability: \$1,000,000 Combined Single Limit for
Bodily Injury and Property
Damage on all Owner, Non-
Owned and Hired Vehicles

C. Workers' Compensation: Statutory coverage in accordance with the laws of the state and/or states in which the Work is to be performed. The certificate must show the state where the Project is located as a covered state for the statutory benefits of that state. Any applicable Federal or Maritime coverage (e.g. Longshoremen's and Jones Act) that may be required due to Subcontractor's Work shall be included in Subcontractor's coverage. Certificate must show waiver of subrogation in favor of Contractor from Workers' Compensation carrier. Workers' Compensation coverage will apply to all employees, including executive officers. Notwithstanding the above, the following minimum coverages must be supplied:

Employers' Liability: \$100,000 Per Accident
\$500,000 Disease Policy Limit
\$100,000 Disease Each Employee

11.4 Subcontractor shall maintain in effect all insurance coverage required at Subcontractor's sole expense and with insurance companies acceptable to Contractor.

11.5 All insurance policies shall contain a provision that the coverages afforded there under shall not be canceled or not renewed, nor restrictive modifications added, until at least thirty (30) days prior written notice has been given to Contractor.

11.6 Certificates of insurance and certified copies of policies acceptable to Contractor shall be filed with Contractor prior to start of the Subcontractor's Work. The Insurance Certificate provided under this Subcontract shall remove the following wording in the event of cancellation or material change in coverage: "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agent or representative."

11.7 Subcontractor's insurance certificate shall be in the form prescribed by Contractor, which is available to Subcontractor upon request. Contractor's receipt of any insurance certificate that fails to comply with any terms herein shall not constitute a waiver of any of Subcontractor's obligations or of any of Contractor's rights hereunder.

11.8 Subcontractor shall require the same coverages described herein from any sub-

subcontractors. Subcontractor shall be liable to, and shall defend, indemnify, and hold harmless, Contractor for any loss or expense, including reasonable attorneys' fees, resulting from Subcontractor's failure to provide or require any insurance coverage described herein.

11.9 Contractor shall not be liable or responsible for loss or damage to the equipment, tools, facilities, or other personal property owned, rented, or used by Subcontractor, or anyone employed by Subcontractor, in the performance of the Work; and Subcontractor shall maintain such insurance and take such protective action as it deems desirable with respect to such property. Except to the extent of any proceeds received for the benefit of Subcontractor under a policy of builders' risk or fire insurance, Subcontractor shall be solely responsible for any loss of damage to the Work, and for the correction or restoration of any such loss or damage to the Work or to the work of other subcontractors, resulting from the operations of Subcontractor, or its privies.

ARTICLE 12 INDEMNIFICATION

12.1 FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Subcontractor agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless Contractor, the Owner and the employees, agents and representatives of each (collectively "Indemnitees") from and against all liabilities, costs, losses, expenses (including, without limitation, attorneys' and consultants' fees and expenses of litigation), fines, claims, causes of action (collectively "Claims") which any Indemnitee may at any time suffer or sustain or become liable for caused by or resulting from the Subcontractor's, or any of Subcontractor's agents, representatives, subcontractors, suppliers or any one directly or indirectly employed by any of them or anyone for whose acts they may be liable for Claims specifically including but not limited to those arising from: (1) violation of any law or governmental regulation; (2) breach of any requirement or representation in the Subcontract Documents; (3) duty to any third party regardless of the fault or negligence of Contractor; (4) negligent or willful acts or omissions in performance of the Work; or (5) personal injury, death, or property damage arising from Subcontractor's Work, (collectively "Liabilities"), regardless of whether such Liabilities are caused in part by an Indemnitee. To the fullest extent permitted by law, the indemnity obligation granted herein in favor of the Indemnitees shall include the sole and/or concurrent fault and negligence of any Indemnitee whether collectively or singularly.

12.2 The obligation to defend, indemnify and hold harmless includes Claims arising from injury, sickness or death of any employee of Subcontractor or any employee of any lower tier material suppliers or subcontractors of Subcontractor (whether or not in direct privity with Subcontractor), regardless of whether such employee has been paid pursuant to any workers' compensation law or other similar Federal or State legislation for the protection of employees.

12.3 This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts or insurance coverage of Subcontractor. This exclusion shall not alter or amend in any way the obligations of Subcontractor to purchase and maintain the insurance coverages required under Article 11 of this Subcontract.

12.4 Should the Owner or any other person or entity assert a claim or institute a suit, arbitration, or proceeding against the Contractor involving the manner or sufficiency of the performance of the Work, or otherwise subject to Subcontractor's indemnification obligations, upon written demand of the Contractor, the Subcontractor shall promptly assume the defense of such claim, suit, action, or proceeding until final resolution and at the Subcontractor's sole expense.

12.5 The parties acknowledge that the amount of the indemnity required in this Article 12 bears a reasonable commercial relationship to this Subcontract.

ARTICLE 13 SUSPENSION OF WORK

13.1 Contractor shall have the authority to suspend the Work wholly or in part, for such period of time as it may deem necessary, due to conditions unfavorable for the satisfactory prosecution of the Work, or conditions which in its opinion warrant such action. No additional compensation will be paid to the Subcontractor for any costs caused by such suspensions for weather conditions, utility adjustments, or work by other contractors on or near the Work covered by the Subcontract Documents. If it becomes necessary to stop Work for an indefinite period of time, the Subcontractor shall store all materials in such manner that they will not obstruct or impede the traveling public unnecessarily or become damaged in any way, take every precaution to prevent damage or deterioration of the Work performed, provide suitable drainage of the Site, and erect temporary structures where necessary.

13.2 In the event of an indefinite suspension by the Owner, Subcontractor may, upon providing three (3) days advance written notice to Contractor, demobilize from the Project site to mitigate its stand-by costs. Subcontractor shall remobilize on the Project site within ten (10) days of written notice from Contractor of a planned resumption of Project operations.

13.3 The Subcontractor shall not suspend Work for any reason including, without limitation, disputes or disagreements with the Contractor, without written authority from Contractor.

13.4 When the Contractor suspends the Work, the completion date for the Work shall be extended by a time period equal to the time period of suspension, provided such suspension is not a result of the Subcontractor's failure to comply with the provisions of the Subcontract Documents.

ARTICLE 14 DISPUTE RESOLUTION

14.1 As a condition precedent to filing a claim or lawsuit as provided in Section 14.2, the Subcontractor hereby agrees to seek arbitration, as their sole and exclusive remedy to resolve any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Arbitration of any dispute shall be at the sole discretion of the Contractor and subject to the Contractor's provision of written consent. The arbitration shall be conducted in Minneapolis, Minnesota, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, provided, however, that:

If for any reason, the law applicable to this contract prohibits Minnesota as the arbitration venue, then the arbitration venue shall be the Project location. In any resulting arbitration, Subcontractor shall be solely responsible for the filing fee and then all subsequent fees shall be borne equally by the parties.

14.1.1 The claim shall be decided by one arbitrator who shall be selected by mutual agreement of the parties. If the parties cannot agree, such arbitrator shall be selected by Judicial Arbitration & Mediation Services, Inc. ("JAMS") in Minneapolis, Minnesota or the closest JAMS office to the Project location (wherever the arbitration is venued), or if such selection cannot be made, then in accordance with the Construction Industry Dispute Resolution Procedures of the American Arbitration Association.

14.1.2 In any arbitration initiated pursuant to this Subcontract, the parties agree that written discovery shall be limited to no more than thirty (30) document production requests per party and no more than twenty (20) interrogatories, with subparts, per party. Unless otherwise agreed by the parties, each party shall be limited to two (2) depositions, including experts, during any arbitration proceeding.

14.1.3 No provision of, or the exercise of any rights under, this Section 14.1 shall limit a party's right to obtain provisional or ancillary remedies, including, without limitation, injunctive relief, attachment, the appointment of a receiver, or enforcement of this arbitration provision from a court having jurisdiction before, during or after the pendency of any arbitration.

14.2 If the Contractor does not consent to arbitration, as provided in Section 14.1, any claim or lawsuit instituted by Subcontractor against Contractor must be instituted in either the state courts of Hennepin County, Minnesota, or the United States District Court for the District of Minnesota, Fourth Division, Minneapolis, Subcontractor hereby consents irrevocably to the jurisdiction of the Minnesota courts (including the U.S. District Court sitting in Minneapolis, Minnesota) over his person in the event that contractor elects to institute litigation against Subcontractor in Minnesota. In such event, service of process may be made upon Subcontractor as provided by Minnesota or federal law, or shall be considered effective if sent by certified or registered mail, return receipt requested, postage prepaid.

ARTICLE 14 DEFAULT AND TERMINATION

15.1 If the Subcontractor: (1) fails to begin the Work under the Subcontract Documents within the time specified; or (2) fails to perform the Work with sufficient supervision, workmen, equipment or materials to ensure the completion of said Work within the specified time; or (3) neglects or refuses to remove materials or correct unsuitable; Work or (4) discontinues the prosecution of the Work; or (5) breaches any obligation or representation in the Subcontract Documents; or (6) becomes insolvent or is declared bankrupt, or commits an act of bankruptcy, or insolvency, or makes an assignment for the benefit of creditors; or (7) for any other cause whatsoever, does not carry on the Work in accordance with the Subcontract Documents, the Schedule or as directed in writing by the Contractor, the Contractor shall give notice in writing to the Subcontractor of such deficiency, and require Subcontractor to cure the deficiency and to specify how the deficiency shall be cured. Any of the above enumerated occurrences shall be considered a material breach of the Subcontract Documents.

15.1.1 If the Subcontractor within a period of forty-eight (48) hours after receipt of said notice from Contractor shall not cure the above deficiencies, Contractor shall have the right to any one or any combination of the following remedies: (1) supply the quantity of material, equipment or labor as the Contractor deems advisable to complete the Work and charge the cost thereof, together with all reasonable expenses and attorneys' fees to the Subcontractor; (2) terminate this Subcontract or any part thereof and the Subcontractor shall be entitled to no monies of any kind, but, shall nevertheless remain liable for any damages and attorneys' fees that the Contractor has suffered or may suffer; (3) relet the Work covered under this Subcontract to any other persons by one or more contracts, and any associated costs plus reasonable expenses and overhead of the Contractor and Contractor's attorneys' fees shall be charged against the Subcontractor; (4) declare the Subcontractor in default and to call upon the surety to undertake and perform the obligations of the Subcontractor in accordance with the payment and performance bonds provided in Article 8; (5) immediately suspend performance of all the Contractor's obligations under this Subcontract; and (6) seek any and all relief available at law or in equity.

15.1.2 Upon termination, the Contractor shall have the right to enter upon the Project and take possession of all materials, appliances and equipment in the possession of Subcontractor and to arrange for the performance of Subcontractor's obligations. The Contractor's expenses arising from such termination shall include, in addition to the expense of arranging for the performance of Subcontractor's obligations, all of Contractor's additional expenses, consequential damages flowing from the default and attorneys' fees. Such expenses of the Contractor shall be the responsibility of the Subcontractor or its surety, and to the extent such expenses exceed the unpaid Subcontract balance, the Contractor shall have the right to make claim against Subcontractor or its surety for the excess.

15.2 Contractor may, at its discretion, without prejudice to any other right or remedy, and upon giving written or verbal notice to the Subcontractor, immediately terminate Subcontractor's employment under the Subcontract Documents for Contractor's convenience and without specifying or requiring cause, in whole or in part, and finish the terminated Work by whatever method Contractor may deem expedient. On receipt of such notice, Subcontractor, except as and to the extent directed, immediately shall discontinue the services and the placing of subcontractor or supplier orders for materials, facilities, and supplies in connection with the performance of the Work, and if requested, shall make every reasonable effort to procure termination of existing subcontracts upon terms satisfactory to Contractor. Subcontractor hereby releases Contractor from any liability, including, without limitation, lost profits or incidental, consequential or special damages of any kind, in connection with or related to the Subcontract Documents or any alleged breach thereof, in connection with such termination.

15.3 Upon completion of the Work, as accepted by Contractor, or upon receipt of the notice of termination, Subcontractor shall deliver within thirty (30) days to Contractor the following:

(i) All Drawings, documents, reports, supplies and other material relating in any way to any portion of the Work. All Work and all drawings, documents, reports and other material related thereto remain the property of Contractor and may not be used by the Subcontractor, except by written agreement of Contractor on any other project or for any other person, firm or corporation.

(ii) Executed Release of Liens and Claims, in an acceptable form, stating that all bills have been paid and no claims exist against Contractor.

(iii) Final itemized invoice for payment. Subcontractor shall be paid for Work performed in accordance with the Subcontract Documents to the date of termination.

15.4 Termination of the Subcontractor's employment, as stated above, will not relieve the Subcontractor or its surety of the responsibility of replacing defective Work or other responsibilities as required by the Subcontract Documents.

ARTICLE 16 MISCELLANEOUS PROVISIONS

16.1 This Subcontract and the Subcontractor are subject to the approval of Owner. If Subcontractor or the Subcontract is not approved, then in such event, this Subcontract shall be null, void and of no effect.

16.2 The caption, titles and section headings used in this Subcontract are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Subcontract or any section, article or provision herein.

16.3 The Subcontract Documents contain the entire agreement between the parties. No prior oral statement or promise not set forth herein is enforceable. Any executory agreement hereafter made shall be ineffective to change, modify or discharge it in whole or in part, unless such executory agreement is in writing and signed by both Contractor and Subcontractor. All negotiations and agreements prior to the date of this Subcontract not included herein are hereby voided.

16.4 Any provision or part of the Subcontract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Contractor and Subcontractor, who agree that the Subcontract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

16.5 The rights of the parties under this services contract shall be construed in accordance with the laws of the state in which the Project is located.

16.6 **Subcontractor hereby releases Contractor from liability, and releases all claims against Contractor, for lost profits or incidental, underabsorbed overhead, delay damages, attorneys' fees, consequential or special damages of any kind in connection with or related to the Subcontract Documents or any alleged breach thereof.**

IN WITNESS WHEREOF, the parties have executed this Agreement this 29th day of January, 2019.

SUBCONTRACTOR:
Great Lakes Environmental
& Infrastructure, LLC

CONTRACTOR:
Ceres Environmental Services, Inc.



Title: SVP & Divisional CFO

Title: _____

Print Name: Bruce Diettert

Print Name: _____

Date: January 29, 2019

Date: _____

State Lic. # 1010863

Expires 31 December 2021