

1. **Contract/Subcontract.** R.W. Tomlinson Limited ("Tomlinson") is entering into this subcontract (the "Subcontract") in order to obtain certain work and materials (the "Subcontract Work") which are required by Tomlinson in order to fulfill Tomlinson's obligations pursuant to another contract (the "Contract").
2. **Subcontract Documents.** The Subcontractor acknowledges having been given the opportunity to examine the Contract and any and all applicable conditions, provisions, plans, specifications, schedules, and other information (the "Subcontract Documents") as such are contained or referred to in the Subcontract and/or the Contract. Subcontractor accepts responsibility for the contents of all Subcontract Documents. Without limiting the generality of the foregoing, the Subcontract shall comply with all scheduling requirements provided for herein and/or referred to Subcontractor from time to time by Tomlinson pursuant to this Subcontract, the Contract, and/or any Subcontract Documents.
3. **Change(s)/Addition(s)/Deletion(s) to Subcontract.** This Subcontract is the entire agreement of the parties and supercedes all prior representation, proposals, discussions and communications whether verbal or in writing. No amendment(s) to this Subcontract and/or the Subcontract Documents shall be effective unless in documentary/written form duly signed by Tomlinson and Subcontractor. Without limiting the generality of the foregoing, Tomlinson agrees to pay Subcontractor the price provided for in this Subcontract (the "Subcontract Price"), and Tomlinson shall not be liable to Subcontractor for any additional amount(s), including without limitation any amount(s) for materials or work that are extra to the Subcontract Work, unless an applicable change is documented in respect of the Subcontract Price, the Subcontract Work, and/or any other applicable provision of the Subcontract, and such documentation is signed by each of Tomlinson and Subcontractor.
4. **Submissions.** Tomlinson shall require Subcontractor to provide documentary submissions ("Subcontract Submissions") from time to time (acting reasonably) in relation to the Subcontract Work and/or pursuant to any applicable requirements of this Subcontract. Tomlinson shall be entitled to require that some or all Subcontract Submissions be completed prior to the commencement of Subcontract Work, prior to payment(s) of any amounts otherwise due and payable pursuant to this Subcontract, and or from time to time (acting reasonably). Without limiting the generality of the foregoing:
 - (a) **Bonds:** If requested by Tomlinson, Subcontractor shall provide a performance bond and/or payment bond in such amount as may be required by Tomlinson up to 100% of the Subcontract Price. The bond shall be provided by a surety company acceptable to Tomlinson (acting reasonably) and shall be maintained in good standing until Subcontractor's obligations under this Subcontract have been fulfilled.
 - (b) **Insurance:** The Subcontractor shall obtain, and provide Tomlinson with documentary evidence of, all such insurance coverage as Tomlinson may require prior to the commencement of Subcontract Work and/or from time to time thereafter (acting reasonably). Without limiting the generality of the foregoing, the Subcontractor shall obtain and maintain the following insurance for the duration of this Subcontract:
 - (i) a comprehensive general liability insurance policy in an amount no less than 1 million dollars (\$1,000,000.00), or such greater amount as Tomlinson may require (acting reasonably); said policy shall name Tomlinson and any other party that Tomlinson may reasonably require as a named insured; and said policy shall include a cross-liability clause;
 - (ii) automobile insurance with a limit of not less than 2 million dollars (\$2,000,000.00) per occurrence;
 - (iii) all risk property insurance insuring all applicable work and all materials related thereto;
 - (iv) any other insurance coverage that Tomlinson may require (acting reasonably).All insurance policies and/or certificates evidencing same shall include a minimum thirty (30) day non-cancellation clause and a waiver of subrogation clause and shall in all other respects be in a form satisfactory to Tomlinson (acting reasonably).
 - (c) **WSIB:** Subcontractor shall provide a current clearance certificate from the Workplace Safety & Insurance Board (or any applicable successor agency/organization as may arise from time to time) confirming Subcontractor's good standing, prior to the commencement of Subcontract Work and/or from time to time thereafter.
5. **Warranties.** Subcontractor warrants and covenants that all Subcontract Work: (a) shall be of a first class quality; (b) shall be free of all liens, charges, or encumbrances of any kind; (c) shall comply with all laws, regulations or codes in force in any applicable jurisdiction; (d) shall be fit for the purpose intended, and (e) shall be free of all defects in design, materials and workmanship (subject to defects in design(s)/specification(s) set out in the Contract, for which Subcontractor is not responsible. Neither acceptance of nor payment for the Subcontract Work shall relieve Subcontractor of obligations under this paragraph. The foregoing warranties shall survive completion or other termination of this Subcontract.
6. **Health and Safety.** Subcontractor shall, at Subcontractor's expense, comply with Tomlinson's health and safety policy and/or any health and safety policy to which Tomlinson is bound under the Contract.
7. **Compliance with Applicable Law(s), Permits, Approvals, Locates, Liens, etc.** The Sub-contractor shall comply with all law(s) governing the performance of Subcontract Work and shall indemnify Tomlinson from any applicable fines and/or penalties. Unless otherwise agreed in writing, Sub-contractor shall be responsible, at Subcontractor's expense, for the giving of all notices and for the obtaining of all licenses, permits, consents, utility/service locates, tests, and inspections as may be required for the proper prosecution of Subcontract Work. Payment(s) shall be subject to compliance with any and all holdback provisions to which Subcontractor and/or Tomlinson are bound under applicable law(s) and/or the Contract.
8. **Indemnification, Remedies, Set-off.** Subcontractor shall indemnify and save Tomlinson harmless from and against all claims, demands, proceedings, actions, damages, costs and expenses which may be made or brought against Tomlinson by reason of any act, omission, neglect or default of (or attributable to) the Subcontractor. If Subcontractor defaults in the performance of any of Subcontractor's obligations hereunder, and fails to remedy such default within five (5) days after receipt of written notice of default from Tomlinson, then Tomlinson may either terminate this Subcontract or may exclude the Subcontractor from the Subcontract Work without terminating this Agreement, and the Subcontractor shall have no claim against Tomlinson for any loss or damages caused by or resulting from such action. Tomlinson, having exercised either of the above elections, may take possession of Subcontractor's applicable materials, tools, equipment and/or supplies in order to finish the Subcontract Work. Any unpaid balance(s) owing to the Subcontractor shall be subject to set-off and deduction of any and all reasonable costs and expenses incurred by Tomlinson pursuant to this paragraph.
9. **Liability/Relief Limited to Contract Amounts/Remedies.** Subject to the Subcontract Price provided for in this Subcontract, and any other dollar amount(s) that may be specifically set out in writing in this Subcontract, Tomlinson's liability for payment and/or other relief in favour of Subcontractor shall in no event exceed the amount(s) of payment(s) and/or the extent of other relief which Tomlinson is entitled to and obtains under the Contract with respect to the Subcontract Work.
10. **Miscellaneous.** Subcontractor shall not assign this Subcontract or further sub-subcontract any portion of the Subcontract Work without Tomlinson's prior written consent. No notices shall be effective in respect of this Subcontract unless delivered in writing. Any term of this Subcontract which is unenforceable shall be severed from the agreement and shall not affect the enforceability of other terms of the agreement. This Subcontract may be executed in one or more counterparts. The parties shall execute such further documents and do all such further things as may be necessary to implement and carry out the intent of this Subcontract. This Subcontract shall be binding upon and enure to the benefit of the successor and/or permitted assigns of the parties. This Subcontract shall be governed by the laws of the Province of Ontario, and the federal laws of Canada applicable therein.