



## W. L. FRENCH EXCAVATING CORPORATION

COMMERCIAL SITE DEVELOPMENT • CONTRACT TRUCKING • ENVIRONMENTAL MANAGEMENT

### MASTER SUBCONTRACT

This Master Subcontract, made this \_\_\_\_\_ day of \_\_\_\_\_, 201 between \_\_\_\_\_ of \_\_\_\_\_ (“the Subcontractor”) and W.L. French Excavating Corporation (French). The terms of this Master Subcontract shall be incorporated into and made a part of each Subcontract Project Order.

French requires Subcontractor and Subcontractor desires to furnish labor, materials, equipment and/or services (Subcontract Work) for one or more of French’s construction projects. This Master Subcontract provides the general terms and conditions which shall govern all Subcontract Work furnished by Subcontractor to French pursuant to written agreements (Subcontract Project Orders) for each specific project (Project). The terms and conditions of this Master Subcontract shall also apply to any Subcontract Work furnished by Subcontractor before execution of this Master Subcontract or any Subcontract Project Order.

French and Subcontractor agree as follows:

1. The Contract Documents. The Contract Documents consist of the Subcontract Project Order, this Master Subcontract, Exhibits A (Insurance Requirements), B (Subcontractor’s Partial Lien Waiver), and C (Subcontractor’s Final Lien Waiver) attached, any Exhibits attached to or made a part of the Subcontract Project Order, the Agreement between the Owner or General Contractor (GC) and French, the Conditions of the Contract between the Owner or GC and French (General, Supplementary and other Conditions), the Drawings, the Specifications, all Addenda issued prior to and all Modifications issued after execution of the Agreement between the Owner or GC and French and agreed upon by the parties to this Subcontract. These form the Subcontract, and are as fully a part of the Subcontract as if attached to this Agreement or repeated in it.

2. The Work. The Subcontractor agrees to furnish all labor, materials, taxes, applicable permits, supervision, equipment, supplies, tools, scaffolding, hoisting, unloading, handling, clean-up, safety and everything else required to install and complete the Subcontract Work, in accordance with the Contract, Plans and Specifications for the Project, including the General Supplementary, Special and any other Conditions of the Specifications and including all



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COMMERCIAL SITE DEVELOPMENT • CONTRACT TRUCKING • ENVIRONMENTAL MANAGEMENT

Addenda and also all modifications issued after execution of the Contract and agreed to by the parties to this Subcontract, collectively, "Contract Documents". The Subcontractor agrees to comply with all Federal and State hiring practices. This Subcontractor's obligations shall be called the "Subcontractor's Work" or "the Work" and are more fully described in the Subcontract Project Orders.

It is the Subcontractor's responsibility to carefully review the Subcontract Work, to carefully review the scope of work for the other subcontractors of the Project, and to notify French of any additional work which would or could be necessary to complete all work which would or could be included in or be ancillary to the Subcontract Work for the Project because of a gap or omission between the work described herein and the Contract Documents. Notwithstanding the dimension of the Plans, Specifications and other Contract Documents, Subcontractor shall take such measures as will ensure proper matching and fitting of the Subcontract Work covered by this Subcontract with contiguous work. It is the intention of this Subcontract that all work that is ancillary to, or which could be related to the Subcontract Work will be the responsibility of the Subcontractor and included within the work of this Subcontract notwithstanding the provisions of any other subcontracts for work on the project. A copy of the Contract between French and the Owner or GC is available for review at French's office.

3. Subcontractor Bound to French. The Subcontractor shall be bound to French by the terms of the Contract Documents, and assumes to French, with respect to the Subcontractor's Work, all obligations French has assumed to the Owner or GC except insofar as those provisions are, by their terms, applicable only to French.

4. Schedules. French shall give the Subcontractor a forty-eight (48) hour notice to proceed with the Work upon which Subcontractor will manage the project in accordance with French's schedules which may be amended from time to time. Subject to authorized amendments, the Subcontractor's Work will be compelled no later than the date set forth in the Subcontract Project Order or as otherwise directed by French. Time is of the essence and the Work must be pursued in a continuous and timely fashion at the direction of, and as scheduled by, French's Superintendent. The Subcontractor agrees to perform, punctually and diligently, all parts of its Work including, but



## W. L. FRENCH EXCAVATING CORPORATION

COMMERCIAL SITE DEVELOPMENT • CONTRACT TRUCKING • ENVIRONMENTAL MANAGEMENT

not limited to, making timely submission of shop drawings, coordination drawings, samples and product submittals at the time and as scheduled by French, which shall be subject to change by French as it deems necessary for the overall progress of the Project. The Subcontractor agrees that it will keep itself continually informed of the progress of the Project and will, on its own initiative, confer with French to plan its Work and coordinate its sequence and required progression with the work of French and of other subcontractors. The Subcontractor agrees that it shall perform its Subcontract Work with adequate forces. This Subcontract includes the cost of any overtime or work shifts necessary for completion of the Work of this Subcontractor and the Project in accordance with French's schedules.

French shall have the right to decide the time, order and priority in which the various portions of the Work shall be performed and all other matters relative to the timely and orderly conduct of the Work.

If, in French's opinion, the Subcontractor falls behind in furnishing the necessary labor, and/or materials to meet construction needs in accordance with French's current schedule then, upon French's direction, the Subcontractor shall, at its own expense, increase its labor force or work such overtime as may be required to complete its Work in accordance with French's schedule. French's decision in this matter will be final.

5. Subcontractor's Labor. Subcontractor shall employ labor that is compatible with the labor of other subcontractors and shall take all steps necessary to avoid labor disputes. The Subcontractor shall be responsible for any delays or damages to French and Owner or GC caused by labor disputes.

Subcontractor shall keep the project free of liens and claims and shall defend, indemnify and hold French harmless from all expenses and attorney's fees incurred as a result of liens or claims filed by Subcontractor or those contracting with or under Subcontractor. If a lien or claim is filed or threatened by Subcontractor or those contracting with or under Subcontractor, except a lien or claim filed to recover amounts French wrongfully failed to pay Subcontractor, Subcontractor shall cause it to be released or discharged by payment or bond within 24 hours after notice of the lien or claim. If Subcontractor fails to do so, in addition to any other available



## W. L. FRENCH EXCAVATING CORPORATION

COMMERCIAL SITE DEVELOPMENT • CONTRACT TRUCKING • ENVIRONMENTAL MANAGEMENT

remedies, French may pay all sums necessary to obtain release or discharge of any lien or claim. Subcontractor shall be responsible for all liabilities, claims, damages, losses and costs, including attorney's fees, French incurs as a result of any such failure.

6. Payment. Subject to the conditions below, French agrees to pay the Subcontractor as full payment for the Subcontractor's Work, including taxes, fees and other matters to be done by the Subcontractor, the total sum provided in the Subcontract Project Order. The Subcontract Amount shall be paid in monthly progress payments as follows: Ninety percent (90%) of the value of the Subcontractor's Work properly performed during the previous month for which French has received payment from the Owner. Receipt of progress and final payment and retainage by French from the Owner for the work of the Subcontractor shall be a condition precedent to the Subcontractor's right to receive his share of payment from French notwithstanding any other provision of this Subcontract, bonds, the Contract Documents or of any lien laws. All requisitions for payment shall be submitted by the 25<sup>th</sup> day of the month, or the date provided in the Subcontract Project Order, shall be in a form French approves and shall be supported by such data showing the Subcontractor's right to payment as the Contract Documents require including an affidavit in a form French approves, certifying under oath, that all subcontractors, laborers and materialmen of the Subcontractor have been paid through the date of the most recent partial payment. As a further condition precedent to French's obligation to pay Subcontractor any periodic or final payment or retainage, French requires that the Subcontractor provide executed partial releases and lien waivers and final release and lien waivers from itself and each of its sub-subcontractors, laborers and materialmen substantially in the forms attached as Exhibits B and C. French reserves the right to amend its forms of releases and lien waivers from time to time and Subcontractor agrees and understands that it shall be a condition precedent to French's obligation to pay Subcontractor that Subcontractor executes and furnishes French with any such revised releases and/or lien waivers.

7. Payment or Approval Not Acceptance. No Payment or approval of work for payment shall constitute, or constitute evidence of, acceptance by French of any of Subcontractor's Work that is not in accordance with this Subcontract or the Contract Documents.



## W. L. FRENCH EXCAVATING CORPORATION

COMMERCIAL SITE DEVELOPMENT • CONTRACT TRUCKING • ENVIRONMENTAL MANAGEMENT

8. Time for Payment. Subject to the conditions precedent to payment as set forth in paragraph 6 above, French will pay the Sucontractor within twenty (20) days after receipt of payment by French from the Owner. When the Subcontractor's Work is substantially completed, and all warranties, guarantees, including also the Subcontractor's written guarantee that it will honor and abide by guarantee and warranty obligations required of its subcontractor's and suppliers, and as-built drawings, operating manuals, and any other applicable close-out documents are submitted in accordance with the Contract Documents and accepted by French, the Architect/Engineer and Owner or GC, French will, on the Subcontractor's application, apply to the Owner or GC for a reduction of retainage on account of the Subcontractor's Work. Subject to the condition precedent provisions in Article 6 above, all amounts paid by the owner to French for the Subcontractor's work shall be paid to the Subcontractor, less amounts determined for incomplete or improper work and unsettled claims of French. Final retainage shall be paid within ten (10) days after French received it from the Owner all subject to Owner's or GC's payment to French as a condition precedent to French's obligation to pay Subcontractor. Any payments not made by French in accordance with this Subcontract shall bear interest from the date due at the prime rate as published in the Wall Street Journal. Funds received by the Subcontractor shall be received in trust and used first, to satisfy the indebtedness owed by the Subcontractor to and on behalf of any person furnishing labor or materials, including taxes and fringe benefits used in performing the Subcontract Work. The Subcontractor shall pay all applicable federal, state and local taxes, licenses, fees and sales taxes imposed upon the labor, material or other items used in performance of the Subcontract Work.

9. Final Payment Conditions. Final payment shall not be due until the Subcontractor has completed all its obligations and furnishes French: (a) a final release and lien waiver of all claims of the Subcontractor against French and Owner in a form acceptable to French, (b) an affidavit in a form French approves, listing all sub-subcontractors and materialmen certifying by the Subcontractor's chief executive officer under oath that there are no liens or rights to lien, claims or demands by any of them, (c) final waivers of lien from the Subcontractor's lower tier subcontractors and material suppliers, and (d) approved maintenance manuals and as-built



## W. L. FRENCH EXCAVATING CORPORATION

COMMERCIAL SITE DEVELOPMENT • CONTRACT TRUCKING • ENVIRONMENTAL MANAGEMENT

drawings for the Subcontractor's Work. The Subcontractor's acceptance of final payment shall constitute final settlement of all obligations of the Owner or GC and French to the Subcontractor.

10. Quality of Work. The Subcontractor agrees to perform the Work in a good and workmanlike manner to the satisfaction of the Architect/Engineer, French and Owner or GC in compliance with French's schedules as they are amended from time to time so it does not delay, interfere or obstruct other work. The Subcontractor will be responsible for all its Work until the Owner or GC accepts French's work as finally complete. The Subcontractor shall have no claim for damages or compensation for any delays, obstructions, interferences or hindrances of any kind or nature no matter now caused. If the Subcontractor is delayed in perform its work, it may be entitled to a time extension if it provides French proper written notice within 24 hours of the event causing the delay, and as required by the Contract Documents so that French has sufficient time as provided by its Contract to notify the Owner or GC, and if the Owner or GC agrees to such time extension.

11. Cleanup. The Subcontractor shall follow French's cleanup directions. The Subcontractor shall, at its own expense, keep the premises free from unsafe conditions at all times; regularly and not less than daily, remove the accumulation of waste materials and rubbish caused by its operations from the site; broom clean each work area prior to discontinuing work in that area; thoroughly clean all surfaces, fixtures, equipment and materials, when directed by French; and remove all its waste materials and rubbish from and about the Project as well as all its tools, construction equipment, temporary structures, machinery and surplus materials on the completion of the Work. French shall have the right, but shall have no obligation, to direct the Subcontractor's cleanup activities. If the Subcontractor fails to commence cleanup duties within twenty-four (24) hours after written notification of non-compliance to its on-site representative, French may implement such cleanup measures without further notice and deduct the cost thereof from any amounts due or to become due the Subcontractor.

12. Authority to Reject Work. The Architect/Engineer and French will have full authority to reject work that does not conform to the Contract Documents. The Subcontractor will, within forty-eight (48) hours or within such additional time as French may determine is reasonable,



## W. L. FRENCH EXCAVATING CORPORATION

COMMERCIAL SITE DEVELOPMENT • CONTRACT TRUCKING • ENVIRONMENTAL MANAGEMENT

repair or replace any of its work which is rejected by the Architect/Engineer, French or Owner or GC as defective or failing to conform to the Contract Documents at its own expense whether the defect is observed before or after completion and whether the work is fabricated, installed or completed. In addition, the Subcontractor shall bear all cost for the repair of work by others caused by or growing out of such defective work.

13. Compliance with Laws. The Subcontractor agrees that all the Subcontract Work the Subcontractor performs will comply with all applicable laws, statutes, building codes and regulations without limitation, and that it will comply with all provisions of the Contract Work Hours and Safety Standards Act, Statutory Right to Know Laws, OSHA Regulations and the most stringent of the safety requirements of French, applicable laws, ordinances or regulations, or the Contract Documents.

14. Safety. Before starting the Subcontract Work, the Subcontractor shall establish and furnish French for its approval a safety program implementing measures, policies and standards conforming to those required or recommended by authorities having jurisdiction and by French, including requirements imposed by the Contract Documents and French's safety program. The Subcontractor shall, immediately upon notification from French, take whatever steps are necessary to correct any unsafe conditions. French's failure to notify the Subcontractor of any unsafe practices shall not relieve the Subcontractor of its responsibility. The prevention of accidents on or in the vicinity of its Work is the Subcontractor's responsibility. The Subcontractor shall furnish French copies of accident reports reporting any injury or accident of any employee of the Subcontractor or lower-tier subcontractor while working on the Project within Twenty-four (24) hours of any accident. The Subcontractor shall provide a safe workplace for its workmen, material suppliers, lower-tier contractors and consultants engaged to perform any of the Work both on-site and at any off-site location. The Subcontractor is solely responsible for the safety of its workers, material suppliers, lower-tier contractors, and consultants. If Subcontractor fails to comply with the provisions of this or any other article affecting the safety of persons or property, French may immediately and without notice to Subcontractor, remedy Subcontractor's failure. Subcontractor shall be responsible for any claims, liabilities, damages, losses and costs French incurs as a result



## W. L. FRENCH EXCAVATING CORPORATION

COMMERCIAL SITE DEVELOPMENT • CONTRACT TRUCKING • ENVIRONMENTAL MANAGEMENT

of any such failure. French may also fine Subcontractor amounts reasonably necessary to assure Subcontractor's compliance.

At all times, and under all conditions, Subcontractor is solely responsible for and shall bear the entire risk of loss or damage from any cause whatsoever to machinery, tools, equipment, building supplies or materials, temporary structures and any equipment of like nature used or to be used by Subcontractor, its agents, suppliers and/or Sub-subcontractors, or its or their employees in the performance of the Subcontract.

15. Changes in the Work. French will have the right to make changes in the Subcontractor's Work consisting of additions, deletions or other revisions. Adjustments in the Subcontract Amount as a result of changes shall be made in the manner provided by the Contract Documents. All changes in the Subcontractor's Work shall be in writing, signed by an officer or duly authorized representative of French. Before commencement of changed work, and no later than seven (7) calendar days after receipt of a request for proposal, the Subcontractor shall submit to French a written cost or credit proposal and schedule impact if any, with substantiation in form acceptable to French and the Architect/Engineer. Any attempt to reserve the right to subsequent claims for either additional payment or extension of time not qualified on such proposal is deemed null and void. French will have no responsibility for the costs of any additional work which is not authorized in writing before performance pursuant to the term of this Subcontract.

16. Indemnity. To the fullest extent permitted by law, the Subcontractor shall defend, indemnify and hold harmless French, the Owner or GC, Architect/Engineer, their respective agents, officers and employees and any other persons or entities required by the Contract Documents (collectively "Indemnities") from and against any and all claims, damages, losses, expenses (including, but not limited to, attorneys' fees) liabilities, interest and judgements arising out of, or relating to, or occurring in connection with the performance of the Work, or resulting from any work of and caused in whole or in part by any default, act or omission of the Subcontractor, any sub-subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. This indemnification obligation shall not be limited in any way



## W. L. FRENCH EXCAVATING CORPORATION

COMMERCIAL SITE DEVELOPMENT • CONTRACT TRUCKING • ENVIRONMENTAL MANAGEMENT

by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor's Workers' or Workmen's Compensation, Disability Benefit Act or other employee benefit acts. The Subcontractor shall provide in the policy of comprehensive general public liability insurance required by this Subcontract, a contractual indemnity endorsement which insures Subcontractor's liability under the provisions of this Paragraph, but such insurance will not limit the amount of any recovery provided by this paragraph.. This obligation shall not be construed to negate, abridge or in any way reduce any other right or obligation of indemnity otherwise existing as to any party described in this Paragraph.

17. Insurance. Prior to starting work, the Subcontractor shall obtain as a minimum, the required insurance from a responsible insurer, and shall furnish satisfactory evidence to French that the Subcontractor has complied with the requirements of this Article 17 with an insurer or insurers French approves. French shall furnish to the Subcontractor insurance required of French and/or the Owner or GC by the Contract Documents. French and the Subcontractor waive all rights against each other and against the Owner for GC, the Architect/Engineer, separate contractors and all other subcontractors for damages caused by fire or other perils to the extent such damages are covered by property insurance provided under the Contract Documents, except such rights as they may have to the proceeds of such insurance. Unless the Contract Documents require insurance in greater amounts, the insurance requirements are listed on Exhibit "A".

Special coverages for explosion, collapse and underground property damage coverage, asbestos, pollution or hazardous waste or exposures will be carried by the Subcontractor when the scope of work encompasses these items of work.

Insurance certificates indicating that the above coverages are in place shall be issued to French prior to commencement of work at the Project site. Any policy exclusions shall be stated on the certificates. French must be included as additional insured, primary and non-contributory basis on general liability, automobile liability and umbrella liability. Subcontractor's current Worker's Compensation Experience Modified (MOD) must be included on the certificate.

The insurance required above shall include Contractual Liability Insurance Coverage, applicable to the Subcontractor's obligations under this Subcontract. The certificates of insurance



## W. L. FRENCH EXCAVATING CORPORATION

COMMERCIAL SITE DEVELOPMENT • CONTRACT TRUCKING • ENVIRONMENTAL MANAGEMENT

shall contain a provision that coverage afforded under the applicable policies will not be canceled, affected, amended, or not renewed, until at least thirty (30) days prior written notice has been given to French. This thirty (30) day notice requirement must also appear, by endorsement, on all the Subcontractor's policies. The Subcontractor shall also submit copies of its complete insurance policies to French, certified if requested, which evidence coverage required by this Subcontract, in addition to the requirement that the Subcontractor supply certificates of insurance prior to starting the Work. Insurance coverages must be through insurance companies licensed to do business in the State where the work is to be performed.

The Subcontractor shall name French and the Owner or GC and any additional interested parties as designated by the Contract Documents, and additional insured on all liability policies of the Subcontractor, throughout the duration of the Project, and for (1) year after acceptance of French's completed Work by the Owner. Subcontractor shall bear all risk of loss or damage from any cause whatsoever to machinery, tools, equipment, building supplies or materials temporary structures and any equipment of like nature used or to be used by Subcontractor, its agents, suppliers and/or Sub-subcontractors, or its or their employees in the performance of the Subcontract Work.

18. Termination for Convenience. French may at any time and for any reason terminate the Subcontractor's services and Work at French's convenience. Termination shall be by written notice. Upon receipt of such notice, the Subcontractor shall, unless the notice directs otherwise, immediately discontinue the Work and placing of orders for materials, facilities and supplies in connection with the performance of the Subcontract, and shall, if requested, make its best effort to procure cancellation of all existing orders or contracts upon terms satisfactory to French or at the option of French, give French the right to assume those obligations directly, including all benefits to be derived therefrom. The Subcontractor shall thereafter do only such work as may be necessary to preserve and protect the Work already in progress and to protect material and equipment on the job site or in transit thereto.

Upon such termination, the Subcontractor shall be entitled to payment only for the value of the Work completed in conformity with and measured by the percentage of the Subcontract



## W. L. FRENCH EXCAVATING CORPORATION

COMMERCIAL SITE DEVELOPMENT • CONTRACT TRUCKING • ENVIRONMENTAL MANAGEMENT

Work that is completed and only to the extent of French's recovery for such Subcontractor Work from the Owner or GC. French's receipt of payment from the Owner or GC on account of Subcontractor's Work is a condition precedent to Subcontractor's right to receive payment from French. There shall be deducted from such sums the amount of all payments made to the Subcontractor prior to the date of the termination. The Subcontractor shall not be entitled to any claim or claim of lien against the Contractor or the Owner for any additional compensation or damages in the event of such termination and payment. Subcontractor shall not be entitled to payment for any Subcontract Work not completed, including lost profit or unabsorbed overhead. In no event shall the Subcontractor receive more money than the value of its completed and accepted Work or the Subcontract Amount, whichever is lower.

19. Termination for Cause. If the Subcontractor at any time defaults in any of its obligations under this Subcontract, neglects to carry out the Work in accordance with the Contract Documents, fails to supply a sufficient number of properly skilled workmen or materials of the proper quality or quantity, fails in any respect to prosecute the Work promptly or diligently, or fails to maintain French's job schedules which may from time to time be changed, French may, after twenty-four (24) hours' written notice to the Subcontractor and without prejudice to any other remedy it may have, (i) provide any such labor and materials and deduct the cost thereof from any money due or thereafter becoming due to the Subcontractor, or (ii) terminate the employment of the Subcontractor and enter upon the Project and take possession of all materials and equipment, including, without limitation, all materials stored on or off site, and employ any other person or person to finish the Work and provide materials stored on or off site, and employ any other person or persons to finish the Work and provide materials for it in any way French sees fit. If French terminates this Subcontract as provided in (ii) of this Paragraph, the Subcontractor shall not be entitled to receive any further payments under this Subcontract.

In the event French undertakes to correct the Subcontractor's deficiencies pursuant to (i) above and not terminate this Subcontract, an appropriate Contract Revision shall be issued, deducting from the payment then or later due (a) all French's direct and indirect costs of correcting such deficiencies or completing the Work, including its attorney's fees, and (b) the cost to French



## W. L. FRENCH EXCAVATING CORPORATION

COMMERCIAL SITE DEVELOPMENT • CONTRACT TRUCKING • ENVIRONMENTAL MANAGEMENT

of any delays made necessary by the Subcontractor's default, neglect or failure whereupon the Subcontract Amount shall be appropriately reduced by the above costs. If the cost of remedial action under (i) or (ii) above shall exceed the unpaid balance of the Subcontract Amount, the Subcontractor shall, within thirty (30) days after demand, pay such differences to French, plus its costs and attorney's fees. If French's damages exceed the balance of the Subcontract Amount, Subcontractor hereby assigns to French any amounts due or to become due Subcontractor from French under any other Subcontract or project to the extent of such excess damages.

If the Court or any fact finding body determines that a termination of the Subcontractor was wrongful, the termination shall be construed and considered a termination for convenience.

20. Disputes. All claims and disputes between the parties on any matter relating to this Subcontract will be decided and determined as follows: (i) If the claim or dispute cannot be settled at the project manager/project executive level, then upon the written demand of either party, the chief executive officers of the Subcontractor and of French shall meet alone at the construction site within fourteen (14) days of the demand for a minimum of uninterrupted good faith discussions of at least an hour. The meeting shall be a condition precedent to mediation.

(ii) If within the meeting between the chief executive officers in (i) above, or such additional time as both parties agree on, the parties are unable to settle the dispute or claim, the claimant will, within fourteen (14) days after the meeting or expiration of such agreed time, submit the dispute or claim to the American Arbitration Association for mediation under its then current Mediation Rules. The parties shall share all the costs of the mediation, which unless the parties and the Mediator cannot otherwise agree, shall be held in the city or town where the project is located. Mediation shall be a condition precedent to arbitration or court action;

(iii) Any claims or disputes not resolved by mediation shall be resolved by litigation in a court of competent jurisdiction where the Project is located unless French elects, in its sole discretion, that the claims or disputes be resolved by arbitration pursuant to the American Arbitration Association's Construction Industry Arbitration Rules. Subcontractor expressly waives any right to a trial by jury. In no event shall French ever be liable to Subcontractor for consequential damages, however caused.



## W. L. FRENCH EXCAVATING CORPORATION

COMMERCIAL SITE DEVELOPMENT • CONTRACT TRUCKING • ENVIRONMENTAL MANAGEMENT

21. Bonds. If requested by French prior to execution of a Subcontract Project Order, the Subcontractor shall furnish at Subcontractor's expense at 100% Performance Bond, a 100% Labor and Material Bond in forms satisfactory to French, and a Lien Bond, each in a sum equal to the Contract Price set forth in the applicable Subcontract Project Order in favor of French and issued by a surety authorized to do business in the State of the location of the Project. The Subcontractor's failure to deliver satisfactory Bonds within ten (10) days after the signing of this Subcontract or French's demand will be deemed a material breach of this Subcontract.

22. Differences in Contract Provisions. In the event of any difference between any provisions of this Subcontract and the provisions of the other Contract Documents, the more stringent provisions shall govern.

23. Subcontract Supersedes Prior Agreements. This Subcontract supersedes and annuls all prior quotations, correspondence and agreements whether written or oral. This Subcontract, including all documents incorporated by reference, including the Subcontract Project Order and all documents incorporated therein, constitutes the complete Agreement between the parties and cannot be altered in any respect except by a writing duly executed by both parties. In the event of an inconsistency between this Subcontract and any other Contract Documents, the most stringent requirement shall govern.

24. Separability. The duties and obligations imposed by the Contract Documents and the rights and remedies available under it shall be in addition to and not in limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Should any provision of this Subcontract be invalid as a matter of law, such invalidity shall affect only such provision and shall not invalidate or affect remaining provisions of this Subcontract.

25. Jurisdiction. The validity, interpretation and performance of the Subcontract shall be governed by the laws of the jurisdiction of the Project.

26. Written Notice. All notices shall be in writing addressed to the parties at the addresses indicated in this Subcontract unless subsequently changed in conformance with this provision and shall be considered as delivered on the third business day after the date of mailing



**W. L. FRENCH EXCAVATING CORPORATION**

COMMERCIAL SITE DEVELOPMENT • CONTRACT TRUCKING • ENVIRONMENTAL MANAGEMENT

if sent certified mail, or when received in all other cases, including telegram, facsimile, other printed electronic medium, personal delivery, or recognized overnight delivery service.

27. Titles. The titles given to the paragraphs of this Subcontract are for ease of reference only. Titles are not to control the meaning or affect the terms of the paragraphs.

**W.L. FRENCH EXCAVATING CORP.**

By: \_\_\_\_\_

Thomas E. Dion

Title: Vice President

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_