



W. L. FRENCH EXCAVATING CORPORATION

COMMERCIAL SITE DEVELOPMENT • CONTRACT TRUCKING • ENVIRONMENTAL MANAGEMENT

Dear Hired Truckers and Subcontractors:

W. L. French Excavating Corporation relies heavily upon our business relations with you and other associates who provide services over the course of each year. A large part of our success is attributed to these valued relationships, which we intend to continue.

The best interests of both parties can be further preserved and protected by establishing guidelines annually. Toward that goal, the following 2010 Annual Service Agreement and Trucking Policy clearly states objectives and responsibilities expected from all Hired Trucking Firms and / or Subcontractors. ***Please note there have been changes made to this agreement from our prior 2009 Annual Service Agreement.***

The purpose of this agreement is to set terms and conditions under which any and all firms that provide services and furnish materials to W.L. French Excavating Corporation, except where project specific terms and conditions are established by individual Subcontracts or Purchase Orders.

Please thoroughly read this agreement, including *Exhibit "A" W. L. French Excavating Corporation Insurance Requirements.*

Initial the bottom of each page of this agreement acknowledging you have read and understand the terms of documents herein. Please execute the document and return all initialed pages to our main office along with all other necessary paperwork enclosed that is to be completed.

This agreement shall be renewed on an annual basis.

Should there be any questions regarding this agreement please direct all inquiries via email to: prequal@wlfrench.com .

Thank you in advance for your time and cooperation as we continue to establish and work towards mutually beneficial relationships.

William L. French Jr.
President
W. L. French Excavating Corporation

Subcontractor

W.L. French



W. L. FRENCH EXCAVATING CORPORATION

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TRUCKING POLICY REQUIREMENTS

Please Review This Checklist Prior To Returning The Executed Agreement. Please be sure to supply all items on the checklist to ensure your Agreement is complete.

- Signed Annual Trucking Agreement including all Initialed Pages of the Document.
- Completed IRS W-9 Form [*Please Note – IRS Form 1099 will only be issued to non-incorporated trucking firms. If your firm is incorporated and would like to request an IRS Form 1099 for tax filing purposes you must make that request in writing at the end of this policy*]
- Certificate of Insurance as required in Exhibit “A” W. L. French Excavating Corporation Insurance Requirements.
- Completed Truck Fleet Information Worksheet
- Completed Updated Company Information Sheet
- Qualification Questionnaire
- An Extra Copy of Exhibit “A” has been provided for your firm for providing to your Insurance Agent. The Exhibit “A” enclosed in this Agreement **must** be returned as part of the Initialed Documents in this Agreement.

***** ALL PAYMENTS WILL BE SUSPENDED AS OF JANUARY 5, 2010 IF THESE ITEMS ARE NOT RECEIVED OR POSTMARKED BY JANUARY 1, 2010*****

Subcontractor

W.L. French



W. L. FRENCH EXCAVATING CORPORATION

COMMERCIAL SITE DEVELOPMENT • CONTRACT TRUCKING • ENVIRONMENTAL MANAGEMENT

ANNUAL TRUCKING AGREEMENT

EFFECTIVE JANUARY 01, 2010 through DECEMBER 31, 2010

This Agreement made this 1st day of January 2010 by an between _____ of _____ hereinafter called the Subcontractor, and **W. L. French Excavating Corporation** of 3 Survey Circle, North Billerica, MA 01862, hereinafter called the Contractor.

This undersigned Subcontractor agrees to furnish, at its own cost and expense, all labor, materials, tools, equipment and facilities necessary to do and fully complete the work described herein in accordance with the terms and conditions set forth below, attached hereto or specifically incorporated by reference.

The Work: The work is generally described as, Trucking Services on an annual basis to include transportation, transportation & disposal, import & export of material, trucking rental, and other various trucking projects.

Annual Subcontract Agreement: This agreement will apply to all trucking projects when the Contractor hires and dispatches the Subcontractor during the contract period. Effective Dates of this Agreement are January 01, 2010 through December 31, 2010.

W. L. French Excavating Corporation Contract No. 2010 - _____

Said work shall be commenced and completed in accordance with instructions from W.L. French Excavating Corporation on a project basis. Further, it is understood and agreed by and between the parties hereto, that the work included in this Subcontract is to be done under the direction of the Authorized Representative of the Contractor and that his/her decisions as to the true performance and meaning of the scope of work shall be final.

1. **The Subcontractor hereby certifies and agrees** that it will adhere to all project instructions including start times, rates, and trucking routes as directed by W.L. French Excavating Corporation; that it will be and is bound by any and all parts of said scope of work insofar as they relate in any part or in any way to the work undertaken herein and shall be further bound in accordance with instructions given by W.L. French Excavating Corporation. All billing rates will be determined on a project basis and include unit pricing and / or hourly billing rates.

Subcontractor

W.L. French



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All terms, conditions, provisions and requirements of the Contract between the Contractor and the General Contractor and/or Owner are incorporated by reference and the Subcontractor agrees to bind to the Contractor by the terms of said Contract and to assume toward the Contractor all the obligations and responsibilities that the Contractor assumes to the General Contractor and/or the Owner. The fact that certain requirements may be specifically referenced herein shall not be construed in any way to limit the generality of the incorporation by reference provisions of these Subcontract documents.

2. **Permits and Taxes.** The Subcontractor shall pay all sales, consumer use and other similar taxes required by law. The Subcontractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of its work.
3. **Subcontracting.** It is hereby specifically agreed that the Subcontractor shall not sublet, assign or transfer this contract, or any part thereof, without the written consent of the Contractor. It is further agreed that subcontractors of the Subcontractor are the responsibility of the Subcontractor and are to be held to all of the requirements of this Agreement as if signatory thereto.
4. **Time for Completion.** It is agreed that the Subcontractor will carry on work as required by the Contractor, promptly and efficiently, and without delaying other branches of work; and if necessary, certain parts of the work may be prosecuted in preference to others. In order to secure the execution of this work at, and within, the time specified, it is hereby distinctly agreed that damages arising from the non-fulfillment of this Subcontract as regards time may, at the Contractor's option, be deducted from the contract price, and be as liquidated damages, and not in the nature of a penalty.

Should the Subcontractor be delayed in the prosecution or completion of the work by the act, neglect, or default of the Owner, General Contractor and/or Contractor or by damage caused by fire or other casualty for which the Subcontractor is not responsible, or by the combined action of the workers, in no way caused by, or resulting from, default or collusion on the part of the Subcontractor, then the time herein fixed for the completion of the work shall be extended the number of days that said Subcontractor has been thus delayed, but no allowance or extension shall be made unless a claim, therefore, is presented in writing to the Contractor within forty-eight (48) hours of the onset of such delay. Such extension may be subject to the approval of the General Contractor or Owner.

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5. **Payment.** The Contractor agrees to pay the Subcontractor such amounts and in such installments as set forth on a project by project basis, subject to additions and deductions as provided elsewhere herein. Rates of payment will vary from project to project.

Receipt of payment from the Owner or General Contractor to the Contractor on account of Subcontractor's work shall be a condition precedent to payment becoming due from Contractor to Subcontractor. Such payment shall be further conditioned upon Subcontractor's execution and delivery of, and mechanic's lien waivers in a form satisfactory to Contractor if required on a specific project.

The Subcontractor further agrees that the agreed unit prices to be paid by the Contractor include the cost of all permits and tolls and are based upon hauling legal gross weights to disposal facilities or destinations specified by the Contractor.

The Subcontractor shall as a condition for obtaining payments and as a prerequisite thereto, execute and deliver to the Contractor as necessary:

- (a) full and complete waivers and/or releases of lien and affidavits for all labor, material, equipment, supervision, and services furnished by Subcontractor toward the performance hereof;
 - (b) such other formal guarantees as pertain to the work; and
 - (c) such other documents as the Contractor may require, such as certified payrolls, EEO reports, etc.
6. **Changes.** The Subcontractor hereby agrees to make any and all changes, furnish the materials and perform the work which the Contractor may require, without nullifying this agreement, at a reasonable addition to, or reduction from the contract prices, hereinafter named, and pro rata to the same. NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE ORDER OF THE CONTRACTOR, or its authorized representative.

The Contractor assumes no obligation to pay for changes or alterations performed without prior written authorization. The amount to be paid by the Contractor, or allowed by the Subcontractor, by virtue of such changes, shall be stated in the change order. In the event that a firm amount for a change

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cannot be determined at the time the change is ordered, the final amount of the change must be submitted for approval by the Subcontractor's representative within seven (7) calendar days after the work ordered has been completed.

Individual invoices for each change ordered and approved must be submitted, in a form acceptable to the Contractor, within thirty (30) days of the approval date. Failure to invoice in acceptable form, or within the time allowed, may result in forfeiture by the Subcontractor of any monies due with respect to such change.

7. **Safety.** The Subcontractor shall comply with all occupational safety and health standards promulgated by the Secretary of Labor under the Occupational Safety Health Act (OSHA) Standard and 454 C.M.R. 10.00 Construction Industry Rules and Regulations under the provisions of Massachusetts General laws, Chapter 30A, Section 6 and Chapter 233, Section 75, all Department of Transportation Laws, and all other applicable laws, ordinances, rules, regulations, and other orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.

In other words, the Subcontractor agrees that it is solely responsible for the condition of its vehicle(s) and that said vehicle(s) shall be operated in accordance with all applicable laws. Specifically, the Subcontractor agrees that its vehicle(s) are operated in accordance to applicable weight laws.

The Subcontractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Subcontractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- (a) all employees on the work and all other persons who may be affected thereby;
- (b) all the work and all materials and equipment to be incorporated therein, whether is storage on or off the site, under the care, custody or control of the Subcontractor or any of his Subcontractors; and
- (c) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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The Subcontractor shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

8. Subcontractor/Vendor shall, at Subcontractor/Vendor's expense, purchase and maintain insurance and provide W.L. French Excavating Corporation with a Certificate of Insurance in accordance with ***Exhibit "A" – "W. L. French Insurance Requirements"*** attached hereunto. Subcontractor/Vendor shall purchase and maintain such insurance through the end of the warranty period specified below. Certificate of Insurance shall provide for cancellations of not less than thirty (30) days written notice. Certificate holder shall be W.L. French Excavating Corporation.
9. To the full extent permitted by law, the Subcontractor hereby agrees to indemnify and hold harmless and defend the Contractor, General Contractor and the Owner and each of their officers, directors, members, employees, agents, affiliates, subsidiaries and partners from and against any and all actions, claims, demands, judgments, liability, expenses, penalties and citations of whatsoever kind, character or description, including but not limited to, attorney's fees, arising out of or resulting from the performance of the Subcontractor's Work and/or arising out of or resulting from any act or omission of the Subcontractor, its employees, agents or subcontractors. Subcontractor further agrees that any amount which have or may become due to Subcontractor under this Agreement may be retained by Contractor and applied toward any indemnification which is due to Contractor pursuant to the terms of this indemnification agreement or which may become due the Contractor from the Subcontractor for any matter of which the Contractor has notice, whether or not there is litigation, at the time such sum would otherwise become due the Subcontractor under this Agreement. It is further understood and agreed that this Agreement is not in lieu of and shall not in any way impair or exclude the Contractor's rights to be indemnified and held harmless by the Subcontractor under any other agreement, any statute, or the common law, and all such rights shall be cumulative.

To the fullest extent permitted by law, the Subcontractor hereby agrees to fully defend W.L. French Excavating Corporation and the Owner, and each of their officers, directors, members, employees, agents, affiliates, subsidiaries and partners, [1] from any complaint against any of them for injury or damage that is alleged in the complaint to arise, in whole or in part, out of the

Subcontractor

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Subcontractor's work, or out of any act or omission of the Subcontractor, its employees, agents or subcontractors and/or [2] from any complaint against any of them alleging injury or damage to an employee of the Subcontractor. The party defended hereunder shall have the right to choose its own counsel to be paid for by the Subcontractor.

10. **Housekeeping.** The subcontractor shall at all times keep the premises, including any storage area used by it, free from all rubbish, debris and surplus material which may accumulate from the prosecution of the work covered by this agreement. Should the Subcontractor fail to do so after notice from the Contractor, the Contractor may, at its option, cause the same to be removed and charge the expense of such removal to said Subcontractor. All materials placed onsite shall be at risk of the Subcontractor.
11. **Materials Furnished.** If under the provisions set forth in Schedule A of this agreement there are materials furnished for the Subcontractor's use by others than the Subcontractor, and if those materials are furnished by the Contractor, or by a third party supplier, at the Contractor's instance, order, cost and expense it shall be the duty and responsibility of the Subcontractor to receive and accept, or reject, delivery of those materials. Failure of materials so delivered to conform to the specifications shall be cause for rejection. The Contractor shall rely solely on the Subcontractor's written acceptance of each delivery as to quantity and quality and as a basis for payment to the supplier. The Subcontractor shall keep, store and maintain such material in good order, protecting same from all damage and losses. If such material suffers damage or loss, the Subcontractor shall, on demand, reimburse the Contractor to the extent of the damage or loss.
12. **Materials and Workmanship.** All materials furnished by the Subcontractor to be incorporated into the finished work shall be new and free of all liens, security interests, claims, or encumbrances when placed in said Project location where applicable.

All materials and workmanship shall meet or exceed the requirements of the plans and specifications for the Project or other applicable governmental minimum standards and comply fully with the building codes for the Project location where applicable.
13. **Employment.** Subcontractor shall comply fully with all applicable Federal, State, or local legislation relating to the employment of persons.

Subcontractor

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Subcontractor agrees in connection with the performance of its work under this contract not to discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin. The aforesaid provision shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Subcontractor further agrees to post, in places available to employees and applicants for employment, notices required by law setting forth the provisions of this non-discrimination clause and to state in all solicitations or advertisements for employees, placed by or on behalf of Subcontractor, that all qualified applicants will receive equal consideration for employment without regard to race, creed, color, sex or national origin.

14. **Labor Harmony.** The Subcontractor agrees to perform all work under this Subcontract with labor that will work harmoniously with other elements of labor involved in the work.

The Subcontractor agrees that it will dismiss any worker from said work whose employment thereon shall be objected to with cause by the Contractor, General Contractor, the Owner or the Architect/Engineer.

15. **Acknowledgement.** Commencement of work by Subcontractor constitutes acknowledgement that all prior, related, adjacent, and/or dependent work is acceptable to it, including "clean-up" in connection with prior work, and shall furnish a basis for any future claims for damages, extras, or excusable non-compliance with the plans, specifications, or time schedule.

16. **Insolvency or Failure to Perform.** Should the Subcontractor at any time, either prior to starting any work or after partial completion thereof, be adjudged insolvent, or adjudicated a bankrupt, or makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, or refuses or neglects to supply a sufficient number of properly skilled workers, or a sufficient quantity of materials of proper quality or fails to make prompt payment to its Subcontractors for materials or labor, or fails, in any respect, to prosecute the work covered by this contract, with promptness and diligence, or fails in the performance of any of the agreements herein contained, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, the Contractor may, at

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his option, after forty-eight (48) hours written notice to the Subcontractor, provide any such labor and materials and deduct the costs thereof, from any money then due or thereafter to become due to the Subcontractor under this contract; or the Contractor may, at its option, terminate the employment of the Subcontractor for the said work, and may employ any other person or persons to finish the work and provide the

materials therefore; and in case of such discontinuance of the employment by said Contractor, said Subcontractor shall not be entitled to receive any further payment under the Subcontract until the said work shall be wholly finished; at which time, if the unpaid balance of the amount to be paid under this contract, exceeds the expenses incurred by the Contractor in finishing the work, such excess shall be paid by the Contractor to the Subcontractor; but if such expense shall exceed such unpaid balance, then the Subcontractor shall pay the difference to the Contractor.

In the event that the Contractor does perform any work or services or enters into a further or additional subcontract agreement because of default of the Subcontractor, the Contractor shall be entitled to charge the Subcontractor the cost thereof plus ten [10%] percent, representing the Contractor's overhead expense, and Subcontractor, hereby agrees to pay the same. In the event it becomes necessary for the Contractor to collect any deficiency from the Subcontractor by legal action, the Subcontractor agrees to reimburse Contractor for all of its legal and court expense in connection with such action, including reasonable attorneys' fees.

17. **Termination.** The Contractor has the right to terminate this Agreement with or without cause upon written notice. In the event of such termination the Contractor shall only be responsible to the Subcontractor for work performed up to the date of termination.
18. **Prior Agreements Superseded.** All negotiations, proposals and agreements prior to the date of this agreement are merged herein and superseded hereby, there being no agreement or understanding other than those written or specified herein. This agreement shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties hereto.

Subcontractor

W.L. French



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19. **Waiver.** A waiver by the Contractor of any breach or violation by the Subcontractor of any provision hereof shall not constitute a waiver of any further or additional breach of such provision or of any provision.

20. **Governing Law and Severability.** This Subcontract is made in and intended to be governed by the Laws of the Commonwealth of Massachusetts and shall be construed and enforced in accordance with the laws of said Commonwealth. Should any part, term or provision of this contract be decided by the courts to be unenforceable or in conflict with any applicable law, the validity of the remaining portions or provisions shall not be affected thereby.

Subcontractor

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In Witness whereof, the parties hereto execute this agreement
as of the date first written above.

W.L. French Excavating Corporation

Contractor

Subcontractor

Signature

Signature

Print Name

Print Name

Date

Date

Witness Signature

Witness Signature

Date

Date

Subcontractor

W.L. French



W. L. FRENCH EXCAVATING CORPORATION

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EXHIBIT "A"

W. L. FRENCH EXCAVATING CORPORATION INSURANCE REQUIREMENTS

The Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability:

1. **Commercial General Liability (CGL)** with limits of Insurance no less than: \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - a. If the CGL coverage contains a General Aggregate shall apply separately to each project.
 - b. CGL coverage shall be written on ISO Occurrence form CG 00 01 (10 93) or a substitute form providing equivalent coverage and shall cover liability arising from premises operation, independent contractors, products-completed operations, and personal and advertising injury.
 - c. General Contractor, Owner and all other parties required of the General Contractor, shall be included as insured's on the CGL using ISO Additional Insured Endorsement CG 20 10 (11 85) or CG 20 10 (10 93) **AND** CG 20 37 (10 01) or CG 20 33 (10 01) **AND** CG 20 37 (10 01) and endorsement providing equivalent coverage to the additional insured's. This insurance for the additional insured's shall be broad as the coverage provided for the name insured subcontractor. It shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.
 - d. Subcontractor shall maintain CGL coverage for itself and all additional insured's for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.

2. **Automobile Liability**
 - a. Business Auto Liability with limits of at least \$1,000,000 each accident.
 - b. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - c. General Contractor, Owner and all other parties required of the General Contractor shall be included as insureds on the auto policy.
 - d. Business Auto to include MCS-90 filing as well as Broadened Pollution Endorsement Form MM9955 or CA9948.



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3. Commercial Umbrella

- a. Umbrella limits must be at least \$5,000,000.
- b. Umbrella coverage must include insured's as entities that are additional insured's on the CGL.

4. Workers Compensation and Employers Liability

- a. Employers Liability Insurance limits of at least \$500,000 each accident for bodily injury by accident and \$500,000 each employee for injury by disease.
- b. Where applicable, U.S. Longshore and Harborworks Compensation Act Endorsement shall be attached to the policy.
- c. Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.

5. Endorsement

Attached to each Certificate of Insurance shall be a copy of the Additional Insured Endorsement that is part of the Subcontractor's Commercial General Liability Policy. Subcontractor is required to submit a Certificate of Insurance. These certificates and the insurance policies required by this Article 13 shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to Contractor.

6. Waiver of Subrogation

To the fullest extent permitted by law, Subcontractor waives all rights against Contractor, Owner and Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above.

Subcontractor

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[Insurance Company's Copy] EXHIBIT "A"

W. L. FRENCH EXCAVATING CORPORATION INSURANCE REQUIREMENTS

COPY FOR INSURANCE COMPANY PURPOSES PLEASE FAX THIS COPY TO YOUR INSURANCE AGENT

The Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability:

1. **Commercial General Liability (CGL)** with limits of Insurance no less than: \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - a. If the CGL coverage contains a General Aggregate shall apply separately to each project.
 - b. CGL coverage shall be written on ISO Occurrence form CG 00 01 (10 93) or a substitute form providing equivalent coverage and shall cover liability arising from premises operation, independent contractors, products-completed operations, and personal and advertising injury.
 - c. General Contractor, Owner and all other parties required of the General Contractor, shall be included as insured's on the CGL using ISO Additional Insured Endorsement CG 20 10 (11 85) or CG 20 10 (10 93) **AND** CG 20 37 (10 01) or CG 20 33 (10 01) **AND** CG 20 37 (10 01) and endorsement providing equivalent coverage to the additional insured's. This insurance for the additional insured's shall be broad as the coverage provided for the name insured subcontractor. It shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.
 - d. Subcontractor shall maintain CGL coverage for itself and all additional insured's for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.

2. **Automobile Liability**
 - a. Business Auto Liability with limits of at least \$1,000,000 each accident.
 - b. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.



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- c. General Contractor, Owner and all other parties required of the General Contractor shall be included as insureds on the auto policy.
- d. Business Auto to include MCS-90 filing as well as Broadened Pollution Endorsement Form MM9955 or CA9948.

3. Commercial Umbrella

- a. Umbrella limits must be at least \$5,000,000.
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- a. Employers Liability Insurance limits of at least \$500,000 each accident for bodily injury by accident and \$500,000 each employee for injury by disease.
- b. Where applicable, U.S. Longshore and Harborworks Compensation Act Endorsement shall be attached to the policy.
- c. Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.

5. Endorsement

Attached to each Certificate of Insurance shall be a copy of the Additional Insured Endorsement that is part of the Subcontractor's Commercial General Liability Policy. Subcontractor is required to submit a Certificate of Insurance. These certificates and the insurance policies required by this Article 13 shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to Contractor.

6. Waiver of Subrogation

To the fullest extent permitted by law, Subcontractor waives all rights against Contractor, Owner and Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above.



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Driver Requirements

- Drivers must have a valid Commercial Driver's License – Class A
- Drivers must have a valid DOT Medical Card
- Drivers must operate safe vehicles that meet current DOT and OSHA safety standards
- Drivers must be certified with OSHA's Ten-Hour training and a copy of the certificate must be returned to the Company
- PPE (Personal Protective Equipment) shall be worn on all W. L. French Corporation facilities and job sites when exiting the vehicle. Minimum PPE outside the cab of the vehicle includes: hard hat, safety glasses, retro-reflective vests, hard-toed boots, long pants and a shirt. This policy will strictly be enforced. Non compliance with this standard can result in dismissal from a job site.

Driver Site Procedures

- Drivers will comply with special traffic instructions that may exist for public roads in the vicinity of a plant or facility.
- Drivers will maintain standoff distances from other trucks at load and discharge points especially stockpile areas.
- Drivers must operate safe vehicles which meet DOT and OSHA regulations (i.e. functioning back up alarms, properly adjusted and working brakes, park brake, horns, lights, seat belts, etc.)
- No portable music devices or any other ear obstructions other than approved safety devices shall be worn at any time while operating for the Company.
- Use of cell phones is strictly prohibited while actively operating equipment in any capacity at a company facility or on a job site. This includes talking on a phone and using text messaging services.
- Driver's treat all customer's, other hired truckers and subcontractors with proper respect
- Driver's shall notify WLF if asked to perform work that is not safe.
- Drivers shall notify other drivers of on site hazards and safety issues should they appear

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Ethical Standards

The Management and Employees of W. L. French Excavating Corporation are committed to doing business every day with honor, integrity and a competitive spirit. The Company demands your active business participation in its effort to ensure that its business operates under the highest legal and moral ethical standards. Accordingly, by entering into this agreement, you formally affirm your commitment to abide by the high ethical standards to which we hold ourselves and our employees.

Vendors shall conduct their work with the highest principles of honesty, integrity, truthfulness and honor. To this end, vendors are to avoid not only impropriety, but also the appearance of impropriety. Vendors shall not make, recommend, or cause to be taken any action that is in violation of any law or regulation. Vendors hereby represent, warrant and confirm that they do not have any commitments to perform services for others that conflict with their obligation under agreement.

Evidence of deviation from the above ethical standards will result in prompt dismissal from service with the Company. For additional information, or to report any issues regarding the same, please contact our office via email at prequal@wlfrench.com

Subcontractor

W.L. French



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COMMERCIAL SITE DEVELOPMENT • CONTRACT TRUCKING • ENVIRONMENTAL MANAGEMENT

DISPATCH INFORMATION:

Dispatching begins at 3:00 PM.

Please call John Nelson for details for work for the following day (978) 663-2623 or (978) 600.2118

SAFETY REMINDER Pursuant to Annual Agreement:

**Per OSHA Law & W. L. French Excavating Corporation Safety Requirements
The following is MANDATORY for all drivers:**

- ✓ Hard Hats are to be worn whenever driver is outside of the truck
- ✓ Safety Vest to be worn whenever driver is outside of the truck
- ✓ Safety Glasses to be worn whenever driver is outside of the truck
- ✓ Long Pants are required – Shorts are strictly prohibited
- ✓ Shirts with Sleeves are required – Tank Tops are strictly prohibited
- ✓ OSHA Certified work boots are required

Non-compliance with these mandatory rules will result in drivers being removed from projects.

Subcontractor

W.L. French



W. L. FRENCH EXCAVATING CORPORATION

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BILLING INSTRUCTIONS & REQUIREMENTS

1. All invoices are to be sent **WEEKLY** to the following address:

W.L. French Excavating Corporation
Attention: Rebecca Kesmetis
3 Survey Circle
North Billerica, MA 01862

2. Invoices submitted to W.L. French Excavating Corporation must include the following information in order to be processed:
 - a) **Project Name**
ONE PROJECT PER INVOICE. Invoices must be separated by project for job-costing purposes. Invoices that have more than one project per invoice will be sent back for revision.
 - b) **Project Location / Address** must be clearly indicated on each invoice.
 - c) **Description of Work Performed** must be listed on all invoices.
 - d) **Description of Material Hauled** must be listed [i.e. Soil, Gravel, Sand].
 - e) **Secondary Facility or Project Location** must be listed [i.e. where Gravel was imported from or to, or where material was disposed of].
 - f) **Truck Name, Truck Number, and Employee Name** must be printed legibly on trucking slips so the truck that performed the work can be easily identified.
 - g) **Total Hours, Loads, or Tons** must be indicated on the bill – depending on how the project was instructed to be billed.
 - h) **Submitting Slips**
 1. ORIGINAL documentation must be enclosed with invoices
 2. Projects that require weight tickets must be listed on invoices
 3. Slips must be signed by authorized personnel; Weigh Master, or Project Superintendent. Unsigned slips may not be processed.
 - i) **Bills of Lading / Material Shipping Logs**
 1. All Projects which issues Bill of Lading [BOL's] or Material Shipping Records [MSR's] must be completed and originals must be submitted with the associated invoice.
 2. Company Name, Driver Name, and Truck Registration Number [when applicable] must be listed on the BOL or MSR. To reiterate – ***The Driver's Name Must Be Legible.***

Subcontractor

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3. If the receiving facility [scale house at a disposal site] retains the BOL or MSR or for some reason will not sign off on it,
 4. Please contact John Nelson immediately. [Prior to leaving the Facility]
- j) **Trucking Rental Rates for 2010 are \$90.00 or \$95.00 Per Hour [Unless Otherwise Specified and Varying on Fuel Costs TBD.**
1. When submitting invoices for DEMMURAGE time – slips must be signed by authorized personnel on the project in order for the invoice to be processed.

K) Certified Payroll

1. When projects require Certified Payroll your firm will be notified upon dispatch.
2. When required, Original Certified Payroll Reports must be submitted with associated invoices in order for them to be processed.

Subcontractor

W.L. French