



W. L. FRENCH EXCAVATING CORPORATION

3 Survey Circle North Billerica, MA 01861

Phone [617] 924.1234 / [978] 663.2623

Main Fax [978] 663.5240 Estimating Fax [978] 663.0229

Web Address www.wolfrench.com

November 15, 2005

Dear Vendor, Subcontractor, or Service Provider,

Please see the enclosed W. L. French Excavating Corporation Annual Services Agreement along with Schedule 'A1' Insurance Requirements.

Any and all vendors, subcontractors, and service providers who perform services and/or furnish materials for W. L. French Excavating Corporation and do not have a project specific contract or purchase order must submit an executed agreement and current certificate of insurance.

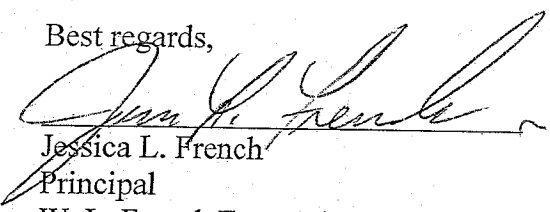
The purpose of this agreement is to set the terms and conditions under which vendors perform work or provide services or furnish materials to W. L. French Excavating Corporation through the duration of this Agreement, except where project specific terms and conditions are established by individual subcontracts and or purchase orders.

This agreement shall be renewed annually.

W. L. French Excavating Corporation looks forward to working with your company and continuing our mutually beneficial business relationship in the future.

As always, should there be any questions concerning this matter, I can be reached at 617.924.1234 xt 21.

Best regards,



Jessica L. French

Principal

W. L. French Excavating Corporation



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ANNUAL SERVICES AGREEMENT NO. _____ BETWEEN W.L. FRENCH EXCAVATING CORP. AND

_____ (Vendor)

Effective Dates: 01/01/2006 thru 12/31/2006

1. Unless superceded by a job-specific Subcontract, Services Purchase Order or Materials Purchase Order, this document shall serve to set the terms and conditions under which Vendor agrees to perform work or provide services or furnish materials to W.L. French Excavation Corporation (WLF) throughout the duration of this Agreement.
2. This Agreement, including all conditions stated herein and all Exhibits attached hereto, constitutes the entire agreement between W.L. French Excavation Corporation (WLF) and Vendor.
3. Vendor agrees to provide services or materials to WLF on an as-needed basis, when requested by WLF, at unit price, T&M or at other such terms as may be agreed upon between Vendor and WLF. All work so performed or materials so provided shall be documented on a daily basis by work slips or delivery slips signed by WLF's project superintendent or by his authorized designee.
4. Vendor shall invoice WLF on a weekly basis, by project, for work performed. WLF shall endeavor to make payment to Vendor within thirty (30) days following receipt of properly submitted invoices. Retainage shall not be withheld from Vendor's payment unless such withholding has been previously agreed to by Vendor on an individual project basis.
5. To the fullest extent permitted by law, Vendor shall indemnify and save WLF harmless from any and all liability, expense, costs, damages, and/or losses of any kind arising out of injuries to any person or persons (including death) or damages to any property of any kind arising out of Vendor's performance hereunder.
6. Vendor shall at Vendor's expense carry insurance and provide WLF with Certificate of Insurance in accordance with Exhibit "A1" - Insurance Requirements for Annual Services Agreements attached hereto. Vendor shall keep in force 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.
7. All work shall be performed in compliance with all local, state, and federal codes and legal requirements. It shall be Vendor's responsibility to see that any required permits and licenses are in place. Vendor shall inform WLF of any conflicts, errors, or omissions contained in the Contracts Documents.
8. Vendor shall be responsible for payment of all sales, use and personal property taxes imposed in connection with any materials being provided or work being done hereunder.
9. Vendor acknowledges that it will abide by WLF's contractual general conditions, specifications, and safety program, if applicable.
10. Vendor shall supply a warranty on all materials and workmanship for one (1) year or such longer period as may be specified by the Contract Documents. This warranty period shall be measured starting from final acceptance of work done under this contract. The Vendor shall adhere to WLF callback requirements and schedule.



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11. WLF reserves the right to terminate this Agreement at any time if WLF is not satisfied with Vendor's work or performance and Vendor fails to cure same within three (3) business days after receiving written notice of WLF dissatisfaction. In the event of such termination, Vendor will be paid only for work done and materials installed prior to the date of termination, less any costs incurred as a result of Vendor's breach or defective work or failure to perform.
12. WLF may terminate this order for convenience in whole or in part.
13. During performance of any work under this Agreement, Vendor shall not discriminate against any employee or applicant for employment because of race, color, creed, gender, age or national origin. Vendor shall comply with any equal opportunity or affirmative action requirements or plans as may be required by the individual project for which Vendor may be called upon to provide services.
14. Any cost incurred as a result of Vendor's failure to perform or breach of any provisions hereof shall be charged to and paid by Vendor.
15. The Vendor shall assume toward WLF all the obligations and responsibilities that WLF assumes toward the buyer or the owner under the general contract, and WLF shall have the same rights and privileges against the Vendor as the buyer or owner in the general contract has against WLF insofar as these obligations, responsibilities, rights, and privileges pertain to the Vendor's work.
16. In the event that any terms and conditions are declared void or unenforceable under law, that shall not serve to abrogate the entire instrument and the remainder of the terms and conditions shall continue to be in full force and effect.
17. If requested by WLF, Vendor shall execute and deliver to WLF lien releases in form satisfactory to WLF at the time payment is made on each invoice. Vendor shall furnish Vendor's Taxpayer Identification Number (or Social Security Number, if applicable) prior to submitting invoices for payment. Final payment shall be paid after all work is properly completed and provided that Vendor has furnished evidence that no liens will or can be placed on the premises in connection with work performed or materials furnished hereunder.

Vendor Name: _____

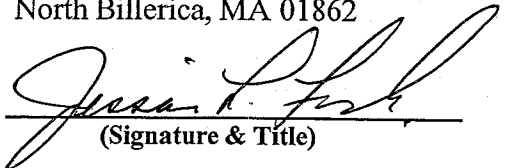
Purchasing Name: W.L. French Excavating Corp.

Address: _____

Address: 3 Survey Circle – Suite #1

North Billerica, MA 01862

By: _____
(Signature & Title)

By: 
(Signature & Title)



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SCHEDULE A1 : INSURANCE

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 of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - a) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each Project.
 - b) CGL coverage shall be written on ISO Occurrence form CG 0001 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.
 - c) Subcontractor, General Contractor, Owner and all other parties required of the Contractor, shall be included as insureds on the CGL, using ISO Additional Insured Endorsement CG 20 10 11 85 or an endorsement providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the names insured subcontractor. It shall apply as Primary 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 insureds for the duration of the Project and maintain Completed Operations coverage for itself and each additional insured for at least three (3) years after completion of the Work.
 - e) 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.
- 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) Contractor, General Contractor, Owner, Architect/Engineer and all other parties required by the General Contract, shall be included as insureds on the auto policy.

- 3) Commercial Umbrella
 - a) Umbrella limits must be at least \$5,000,000.
 - b) Umbrella coverage must include as insureds **all** entities that are additional insureds on the CGL.
 - c) Umbrella coverage for such additional insureds shall apply as primary before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Subcontractor.

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

Waiver of Subrogation

Subcontractor waives **all** rights against Contractor, General Contractor, Owner and Architect/Engineer 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.