

# SUBCONTRACTOR AGREEMENT

THIS SUBCONTRACT (*the "Agreement"*) is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2002, by and between **MCMATH CONSTRUCTION, INC.** (*the "Contractor"*), whose principal office is located at 215 St. Ann Drive, Suite 3, Mandeville, LA 70471, and \_\_\_\_\_ **DAMMON ENGINEERING, INC.** (*"Subcontractor"*), whose principal office is located at 2000 OLD SPANISH TRAIL, STE 100 SLIDELL, LA \_\_\_\_\_

WHEREAS, pursuant to an agreement between the Contractor and \_\_\_\_\_ (*the "Owner"*) dated the \_\_\_\_\_ Day of \_\_\_\_\_ 2002, (*the "General Contract"*), the Contractor agreed to furnish all materials and to perform all labor and services that are necessary or desirable in order to construct and complete the following:

WHEREAS, the Contractor desires to engage the Subcontractor, and the Subcontractor is willing, to perform certain portions of the work on McMath Construction, Inc. Projects in accordance with the terms and conditions set forth below:

NOW THEREFORE, in consideration of the mutual promises, obligations and agreements contained herein and the mutual benefits they expect to receive here from, the Contractor and Subcontractor agree as follows:

## 1. CONTRACT DOCUMENTS

For purposes of this Agreement, the "Contract Documents" are this Agreement, any and all general contracts and all general, supplementary and other conditions, drawings, plans and specifications by which the Contractor is bound in connection with each and every Project. All of the Contract Documents form a part of this Agreement as fully as if set out in detail and shall be available for inspection by the Subcontractor upon its request.

## 2. SCOPE OF WORK

The Contractor engages the Subcontractor, and the Subcontractor agrees, to furnish all labor, material, equipment and supervision that are necessary or desirable to successfully construct and

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taxes, including but not limited to sales and use taxes, excise taxes, social security taxes, and unemployment taxes applicable to the Subcontractor's Work. (E) Subcontractor shall comply with all applicable equal employment minimum wage, federal aid, certification of nonsegregated facility, and other similar requirements of federal, state and local law with respect to the employment of labor, whether or not such provisions are incorporated into or required by the Contract Documents. (F) The subcontractor shall not sublet or assign this Agreement, or any part hereof, or any amount of money due hereunder, without the prior written consent of the Contractor. (G) If it is necessary for Contractor to employ an attorney and/or experts to enforce any provision of this Agreement, to assert a claim against Subcontractor, to defend a lawsuit filed against Contractor or its surety, or to protect the interests of Contractor or its surety because of a violation, breach of default of this Agreement by Subcontractor, then Subcontractor and its surety will be liable jointly and severally to Contractor for all reasonable and proper expenses, attorney fees, court costs and other charges expended or incurred by Contractor.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day of date written above.

**CONTRACTOR**  
**MCMATH CONSTRUCTION, INC.**

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

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_

**SUBCONTRACTOR**  
**NAME: DAMMON ENGINEERING, INC.**

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

EMMETT G. (PETE) DAMMON  
Printed Name

2000 OLD SPANISH TRAIL, STE 100  
Address  
SLIDELL, LA 70458  
City State Zip  
985-649-5832  
Telephone

Date: 03-28-02

Federal I.D. # 72-1075648