

SUBCONTRACTOR AGREEMENT

THIS SUBCONTRACT (*the "Agreement"*) is made on this 28th day of March 2019 by and between **MCMATH CONSTRUCTION, LLC. and/or PEBBLE, LLC** (*the "Contractor"*), whose principal office is located at 1125 N. Causeway Blvd., Suite 2, Mandeville, LA 70471, and Dammon Engineering, Inc (*"Subcontractor"*), whose principal office is located at 554 Old Spanish Tr. Slidell, LA 70458

WHEREAS, the Contractor desires to engage the Subcontractor, and the Subcontractor is willing to perform certain portions of work for Contractor, and that Contractor and Subcontractor agree that this Subcontract Agreement shall apply to all work performed by Subcontractor for Contractor.

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 complete that portion of the Project described as follows:

TO BE DETERMINED SEPARATELY FOR EACH PROJECT.

(*"the Subcontractor's Work"*).

3. **SUBCONTRACT PRICE**

The total price of the Subcontractor's Work is to be determined separately for each Project.

4. **INSURANCE**

The Subcontractor shall obtain prior to commencing the Subcontractor's Work, insurance policies of the various types and with the designated limits set forth below:

Workers Compensation	\$1,000,000
Commercial General Liability	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

The Commercial General Liability policy shall be on an occurrence basis. The General Aggregate shall be on a per project basis. **The policy will name MCMATH CONSTRUCTION LLC and/or PEBBLE LLC as an additional insured** and coverage as regards Contractor and shall be primary. Subcontractor waives any rights of subrogation against Contractor.

All policies shall be subject to 30 days advance written notice of cancellation or material change to Contractor. Subcontractor shall present to the contractor before commencement of the work certificates of insurance evidencing the above coverages acceptable to Contractor. Coverage shall be written in insurance companies rated by Best's Insurance Guide and Key Rating with a minimum rating of A-:VI.

Subcontractor agrees to defend, indemnify and hold Contractor, harmless, from and against any and all claims, including attorneys fees, arising directly or indirectly from subcontractor's performance of this contract, whether by subcontractor or any third party under its control or with whom subcontractor has a contractual relationship. Subcontractor also agrees that this agreement applied to all jobs performed for Contractor, from this date. Subcontractor also agrees to carry general liability insurance in the amount of \$1,000,000 per occurrence and \$1,000,000 aggregate and worker's compensation insurance in the amount of \$1,000,000.

5. **PERFORMANCE OF THE WORK**

Time is of the essence of this Agreement. Subcontractor will commence work upon notice to proceed from the Contractor, and will faithfully perform and timely complete Subcontractor's Work with promptness, diligence and efficiency in sequence and manner and by means and methods that will not interfere with or delay performance and completion of parts of the work on the Project being done by the Contractor or other Subcontractors. Contractor has the right to plan, schedule, coordinate and determine the priorities, sequence and methods for performance of all parts of the work on the Project, including but not limited to the Subcontractor's work. The Contractor will not be liable to the Subcontractor for any delay in the Subcontractor's Work caused by any act, omission or condition beyond Contractor's control or which is caused or contributed to by the Subcontractor. No extra work or charges will be recognized or paid for unless agreed in writing before any work is done or any change is made.

6. **INDEMNITY**

The Subcontractor shall defend and indemnify the Contractor and the Contractor's officers, directors, shareholders, agents, employees and representatives and hold them harmless, against: (a) all claims, losses, damages, costs, fines, judgments, penalties and expenses (including attorney's fees), including but not limited to claims of personal injury or death or damage to property of the Contractor, other subcontractors, or any other person or entity (including loss of use thereof), whether or not due to negligence or fault on the part of the Contractor, the Subcontractor, any other indemnified party or any

other person or entity arising out of or connected with (i) any acts or omissions in the performance by or on behalf of the Subcontractor, its sub-subcontractors, suppliers, and assigns, of the Subcontractor's Work, or (ii) the Subcontractor's failure to perform any of its obligations; and (b) all other loss and damage that is the Subcontractor's responsibility or for which the Contractor or its officers, directors, agents, employees or representatives are entitled to indemnity, as a matter of law.

7. SUBCONTRACTOR'S FAILURE TO PERFORM

If subcontractor is unwilling or unable to perform with promptness, diligence and efficiency any of the Subcontractor's Work, or should neglect, fail or refuse to furnish labor, materials, supplies, equipment, machinery, services and other things necessary and proper for timely and orderly performance of the work, or fail to make prompt payment therefore to others, or be guilty of any other violation of this Agreement, or if Subcontractor should be adjudged bankrupt in voluntary or involuntary proceedings or if the Subcontractor or any of its property shall become subject to any federal or state law relating to bankruptcy or insolvency, then Contractor, without terminating this Agreement, may, at its option after written notice to Subcontractor, furnish, or have furnished by others, such labor, materials, suppliers, equipment, machinery, services or other things for account and at expense of Subcontractor, and may deduct all costs thereof from earned Subcontract Price otherwise due Subcontractor, or Contractor may at its option after written notice, place Subcontractor in default and terminate its employment and its rights to remain on the site and perform any unfinished portion of the Subcontractor's Work. Contractor will then have the right, for the purpose of completing such work, to take possession of all materials, supplies, equipment, machinery, appliances, tools and other things thereon furnished by or through Subcontractor, and Contractor may furnish, or employ others to furnish any and all labor, materials, supplies, equipment, machinery, services and other things required to complete the work. In this event, Subcontractor will not be entitled to further payment until all of the Subcontractor's Work is fully and satisfactorily completed. If the unpaid balance of the earned Subcontract Price should exceed the costs advanced, overhead and other expenses incurred by Contractor in finishing the Subcontractor's Work, then Contractor will pay this excess amount to Subcontractor. If the costs advanced and expenses incurred by the Contractor shall exceed the unpaid balance of earned Subcontract Price, then Subcontractor and its surety will be liable therefore to Contractor, and Contractor will have a prior claim, lien and privilege upon any and all of the Subcontractor's materials, supplies, equipment, machinery, appliances, tools and other things on the construction site.

8. SAFETY

The Subcontractor agrees to instruct its employees on the Construction Safety Requirements of the Occupational Safety and Health Act of 1970, the Construction Safety Act of 1969 and any other applicable federal, state and local laws and guidelines. All of the above clauses are hereby incorporated into this Agreement by reference. Subcontractor shall be solely responsible for safety and for initiating, maintaining, and supervising all safety precautions and programs in connection with the Subcontractor's Work: (a) as stated in or required by the General Contract; (b) as required by the Contractor; and (c) as required by OSHA and any other applicable federal, state, and local laws and guidelines. Subcontractor shall erect, establish, and maintain, as required by the General Contract, the Subcontractor's safety program, OSHA and any other applicable federal state, and local laws and guidelines or by the conditions and progress of the Subcontractor's Work, all required safeguards. Prior to commencing the Subcontractor's Work or moving any materials or equipment onto the jobsite, Subcontractor shall deliver to the Contractor a copy of the Subcontractor's safety program and designate a responsible employee at

the jobsite whose duty shall include jobsite safety and accident prevention. If the Subcontractor does not have a written safety program, the Subcontractor shall adopt and enforce Contractor's safety program. Subcontractor shall notify Contractor immediately of any accident involving injury to person or property in connection with the Subcontractor's Work.

9. **SUBCONTRACTOR'S WARRANTY**

The Subcontractor warrants that all materials and equipment incorporated in the Subcontractor's work will be new and that all such work will be of good quality and free from faults or defects. Any work not conforming to these standards may be considered defective and Subcontractor shall be responsible for any such defective work. Subcontractor further agrees to warrant its work. The warranties set forth herein are in addition to any other warranties provided by law or by separate agreement.

10. **BINDING EFFECT**

This Agreement forms the entire agreement between Contractor and Subcontractor, who acknowledge that there are not other agreements, understanding or promises, expressed or implied, verbal or written, between them relating to any of the Subcontractor's Work included in this Agreement. Any and all deletions from, additions to or changes in this Agreement must be in writing in accordance with the terms and conditions of this Agreement. This Agreement will be interpreted in accordance with and governed by the laws of the State of Louisiana.

11. **MISCELLANEOUS PROVISIONS**

(A) Notices sent to the Subcontractor by certified or registered mail to the last address of the Subcontractor known to the Contractor shall constitute due notice for all purposes under this Agreement. (B) The Subcontractor shall be responsible until acceptance of the Subcontractor's Work by the Contractor for the proper care and protection of the Subcontractor's Work and all materials delivered and work performed in connection therewith. The Subcontractor shall keep that portion of all Project sites where the Subcontractor's work is performed clean and free of debris at all times in accordance with rules and regulations issued by the Contractor. (C) The Subcontractor shall enforce strict discipline and good order among its employees and shall not employ on the Subcontractor's Work any unfit person, anyone not skilled in the work assigned to him, or any person to whom the Contractor has an objection. (D) The Subcontractor shall conduct the Subcontractor's Work in strict compliance with all applicable local, state, and federal laws, regulations, codes, orders and judgment. The Subcontractor shall pay all fees, licenses and 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, LLC.
and **PEBBLE, LLC**

By: _____
Don McMath, Manager of
McMath Construction LLC and
Pebble, LLC

Date: _____

SUBCONTRACTOR

COMPANY NAME: Dammon Engineering, Inc.

By: _____
Signature
David Dammon
Printed Name

Date: 3/28/2019

Federal I.D. #: 72-1075648

Address: 554 Old Spanish Tr.
Slidell, LA 70458

Phone: (985) 649-5832 *(office)*

Phone: _____ *(cell)*

Email address: info@dammonengineering.com