

SHORT FORM SUBCONTRACT

LECESSE Construction Company (version 1.11 11/05 file = SFSC11v11.DOC)

CONTRACT No. _____

This Subcontract made on (insert date of contract) ____/____/____ by and between LECESSE Construction Company, 75 Thruway Park Dr. West Henrietta, NY 14586 hereinafter called LECESSE & the company named below, hereinafter called Subcontractor.

This number and project name must appear on all invoices and delivery tickets or payment will be delayed.

Subcontractor Company Name: _____

Subcontractor Address: _____

Phone: _____ - _____ - _____ fax _____ - _____ - _____

for work on (project name) _____

Located at _____

Contract Documents Prepared By: _____ **Dated** ____/____/____

LECESSE has entered, or is about to enter, into a Contract with the Owner in accordance with Contract Documents prepared by the Architect Project referenced above. The parties agree that Subcontractor shall perform the following Work on the Project.

Scope of Work: _____

Contract Price: For the above work, LECESSE will pay Subcontractor the amount of : Base \$ _____

Payment: Invoice to be sent after all work is done.
Payment due within 45 days of Invoice

Sales Tax Included _____ % Tax Amount _____

Sales Tax Exempt

Total \$
Contract Price

Retainage = %

Schedule: Start _____ Complete by _____ **TIME IS OF THE ESSENCE**

INSURANCE - Types of coverage and limits required of all subcontractors, (regardless of contract value) & others entering the site (sub-subcontractors, suppliers, delivery people, etc...) are:
Commercial General Liability General Aggregate \$2,000,000 on an occurrence basis, per project, \$1,000,000 each occurrence; Products-Completed Operations Aggregate \$2,000,000, Personal and Advertising Injury \$1,000,000, Each Occurrence \$1,000,000, Fire Damage \$50,000, Medical Expense \$5,000, Automobile Liability combined single limit \$1,000,000, Excess Liability each occurrence \$5,000,000, Aggregate \$5,000,000, Workers Comp - Statuary in the state where the project is located, Employer's Liability Each accident \$100,000, Disease - policy limit \$500,000, Disease each employee \$100,000, Owned/rented equipment replacement cost \$50,000. LAHR Construction Corp. dba LECESSE Construction Company, the Owner, Architect and Construction Manager shall be named as additional insured on a primary and noncontributing basis for all liability policies. See sample Certificate of Insurance for complete requirements.

See reverse side for additional terms and conditions which are included in and part of this subcontract.

Signatures: For Subcontractor: Date ____/____/____ For LECESSE Construction Company: ____/____/____

By: _____ By: _____

Task Codes: Project No. _____ BLDG _____ HUD _____ Task Code _____ Cost Type _____

ADDITIONAL TERMS AND CONDITIONS to LECESSE SHORT FORM SUBCONTRACT v1.11 11/05 file = SFSC21v11.doc

1. **The Work** Subcontractor agrees to perform and complete the Work (as that term is defined on the front of this Subcontract) according to the General Contract, the plans, specifications, all addenda, and all other duly promulgated related documents (referred to collectively as the Contract Documents), and there shall be no departure by Subcontractor therefrom without the prior knowledge and written consent of LECESSE. Subcontractor shall comply with all orders, plans and agreements required by the General Contract as though Subcontractor were a signatory thereto. Definitions: **Furnish** means to supply and deliver F.O.B. to Project Site, Unload and leave ready for installation. **Install** means to unload, store, secure, unpack, move to point of use, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean and perform all operations which make the Work complete and ready for use. Install also includes providing all scaffolding, hoisting, fasteners, adhesives, tools, equipment and all things necessary to complete the installation. **Provide** means Furnish & Install.
2. **Quality of the Work** All of the Work shall be performed to the satisfaction of LECESSE, the Architect/Engineer, Engineer and Owner and/or their authorized representatives. Any Work of Subcontractor (whether or not incorporated into the Work) which fails to comply with the Contract Documents shall be removed and replaced by Subcontractor, at Subcontractor's own cost and expense, within 24 hours after written notice from LECESSE to such effect. Subcontractor at all times shall keep the Premises free from accumulations of waste materials and rubbish occasioned by its Work. If Subcontractor fails to comply with these provisions, LECESSE may, at its sole discretion, perform such work and charge Subcontractor.
3. **Warranty/Guarantee** Notwithstanding the obligations of any other Subcontractor or supplier in any way related to Subcontractor's work, labor or materials, Subcontractor shall be responsible to LECESSE, Architect/Engineer and Owner for the acceptability and guaranty of its Work, labor and materials to the full extent provided for in the Contract Documents. Unless otherwise provided for in the related Contract Documents, Subcontractor fully guarantees to LECESSE and Owner all its work for a period of one (1) year from final acceptance by the Owner, or for such longer period required by the Contract Documents. Subcontractor shall provide to LECESSE copies of all guarantees and/or warranties Subcontractor receives from any supplier, materialman or sub-Subcontractor.
4. **Timely Performance** The Subcontractor will be responsible for any damages (including liquidated damages if called for by the General Contract) due to its failure to perform in a timely manner.
5. **Payments** All payments made by LECESSE to Subcontractor hereunder shall be held in trust and used for the payment of labor, equipment and materials purchased for the Project and for payment of suppliers and sub-Subcontractors of Subcontractor (if any), all in accordance with the requirements of the applicable law. Upon receipt of such payments from LECESSE, Subcontractor shall immediately pay its related suppliers and sub-Subcontractors.
6. **Relationship of Payments to Acceptance** No payment made under this Agreement shall be conclusive evidence of the performance of the Work under this Agreement, in whole or in part, and no such payment shall be construed to be an acceptance of any Work or materials.
7. **Insurance** Prior to commencing the Work, Subcontractor, at its own cost and expense, will furnish to the satisfaction of LECESSE such insurance as is described on the front of this form. Such insurance shall remain in effect until the Work is accepted.
 - a. Subcontractor shall give evidence to LECESSE that any person or party working for Subcontractor either as a sub-Subcontractor, employee, materials supplier or otherwise, is also covered by Worker's Compensation or equivalent insurance should such person or party come within the purview of the Worker's Compensation Act or equivalent statute of the state in which the Project is located.
 - b. All insurance shall be on an occurrence basis and in amounts equal to those required of LECESSE under the General Contract and further, will comply with minimum amounts established by LECESSE. All insurance shall be written in compliance with the laws and promulgated regulations of the state in which the Project is located.
 - c. The certificates for all insurances required shall be submitted to LECESSE and shall be endorsed or otherwise bear written evidence of the applicability to this Agreement; and Subcontractor will also provide to LECESSE one copy of each insurance policy if requested by LECESSE. All insurance required must be in effect prior to the commencement of any Work and remain in effect until the Work is finally accepted by the Owner. All policies must name LECESSE, the Owner and (See Attached) as additional named insureds on a primary and non-contributing basis for all liability policies and provide for mandatory 30 day notification to LECESSE and Owner in the event of cancellation, amendment or non-renewal.
 - d. If Subcontractor fails to procure and maintain such insurance, LECESSE shall have the right, but not the obligation, to procure and maintain the said insurance for and in the name of Subcontractor, and Subcontractor shall pay the cost thereof and shall furnish all necessary information to make effective and maintain such insurance or, at LECESSE's option, LECESSE may offset the cost incurred by LECESSE against amounts otherwise payable to Subcontractor.
8. **Indemnification** To the fullest extent permitted by law, Subcontractor agrees to indemnify and hold harmless LECESSE, and the party known and designated as the Owner and/or Builder, their officers, representatives, agents and employees (individually and jointly the "Indemnified Party") from and against any and all claims, suits, actions, debts, damages, fines, penalties, costs, charges and expenses, including court costs and attorneys fees, arising out of, relating to or resulting from performance of Subcontractor's Work, whether or not such claims or suits arise under statute, to the extent caused in whole or in part by acts, actions, omissions, negligence, fault or breach of the Subcontractor, its employees, agents, sub-Subcontractors and/or suppliers. This indemnification shall apply whether or not the related claims, suits, actions, debts, damages, costs, charges and expenses, including court costs and attorneys' fees, shall arise at the Premises or elsewhere. This paragraph shall include without limitation fees and disbursements of counsel incurred by the Indemnified Party in any action or proceeding commenced by a third party relating to the work to be performed by Subcontractor or in any way arising out of enforcement of the Indemnified Party's rights under this Section.
9. **Compliance with Law and Permits** Subcontractor shall perform all of its work in strict compliance with all applicable local, state and federal laws, rules, regulations and executive orders, including without limitation those regarding affirmative action for minorities and minority business enterprises and equal employment opportunity for minorities. Subcontractor shall comply with all statutory and other safety requirements applying to its work and/or initiated by LECESSE, including without limitation, 29 CFR Part 1926 - OSHA Safety and Health Standards for the Construction Industry, as well as 29 CFR Part 1910 - OSHA General Industry Safety and Health Standards Applicable to Construction, as published by the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA). Subcontractor shall immediately notify LECESSE orally, and shall give written notice to LECESSE within one (1) day, of the occurrence of any personal injury, whether to an employee or to a member of the public, or of any property damage.
10. **Entire Agreement** This written Agreement comprises the entire agreement of the parties hereto with respect to the Project. This Agreement cannot be amended, modified or changed in any way except by a written instrument executed by both parties or by changes on this document which are initiated by authorized representatives of both parties.