

LECESSE Construction Services LLC.

15 Circle Street, Rochester, New York 14607
(Hereinafter called Contractor)

EXHIBIT "AA" WORK ORDER (SUBCONTRACT)

Work Order No.: _____	To: _____ (hereinafter called Subcontractor)
Date: _____	Address: _____
Project Name: _____	Phone: _____ Fax: _____
Address: _____	Project Manager: _____ Cell: _____
_____	E-mail: _____
_____	Signed By: _____
_____	E-mail: _____
Contractor Project No.: _____	Owner: _____
Phase Code: _____	_____
	Architect/Engineer: _____

The Work covered by this Work Order will be performed under the Terms and Conditions of the original Master Subcontract Agreement dated _____ and amendment dated _____. In the event of any inconsistency, conflict or ambiguity between the Master Subcontract Agreement and this Work Order, the Work Order shall govern.

Perform _____ work as required for the above referenced Project in accordance with the Scope of Work, Authorities Having Jurisdiction (AHJ) and Contract Documents described below:

Provide all labor, materials, equipment, supervision, management, and layout necessary to complete all work required per the following specification sections:

1. **Divisions 0 & 1, General Conditions & requirements as they pertain to this scope of work**
 - a. **Provide all required shop drawings, submittals, product data, mock-ups, samples, calculations, schedules, certifications, coordination drawings, record drawings, operation and maintenance manuals, guarantees and warranties & certificates.**
 - b. **Provide coordination, access and samples as required by Owner provided independent testing firm.**
 - c. **Subcontractor is required to meet its proportionate share of all EEO requirements as required by the Contract Documents.**
 - d. **Subcontractor is required to meet its proportionate share of all W/MBE requirements as required by the Contract Documents.**
 - e. **Provide and fulfill all LEED requirements as they pertain to this scope of work. Follow requirements and procedures for the project to obtain specified LEED certification and all project materials cost data, LEED**

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action plans, LEED progress reports and LEED document submittals shall be submitted in accordance with the specification requirements.

- f. This Subcontractor recognizes and agrees that 95% of all Subcontractor's and Sub-Subcontractor's on-site labor hours shall come from a workforce that resides within the 9 surrounding counties as listed: Monroe; Livingston; Wayne; Ontario; Genesee; Orleans; Seneca; Yates and Wyoming.
- g. All closeout and MCIDC documents must be received before retention will be released. Certified Payrolls are to be submitted however it is a Non-Prevailing Wage Project
 - h. MCIDC documents must be turned in with monthly pay apps.

- 2. Section XXXX – Name of section: Complete and in its entirety **OR** As it pertains to this scope

The scope of work is further clarified by the following:

- 1.

For T&M:

- 1. All additional work needs to be authorized by LECCESSE CONSTRUCTION (LCS) personal in writing prior to starting of work. Tickets need to be filled out on a daily basis and signed by LCS Superintendent. It is this contractor's responsibility to fill out tickets and send to LCS PM. This contractor will be in jeopardy of reimbursement should these tickets not be submitted within 10 working days of completion.
- 2. Subcontractor shall notify the Contractor when 75% of the NTE cost has been exceeded.
- 3. NTE price shall not be exceeded without prior written approval by the Contractor.

The following Allowances ARE included in the subcontract price:

- 1.

The following Alternates have been accepted and ARE included in the subcontract price as they pertain to this scope of work:

- 1.

The following Allowances are NOT included in the subcontract price:

- 1.

The following Alternates have NOT been accepted or rejected at the time of this subcontract. The Contractor reserves the right to issue a future change order as needed for the following:

- 1. If Subcontractor is not enrolled in Contractor's Default Insurance, Subcontractor to provide 100% Performance and Payment Bonds: ADD \$_____

A Subcontract Performance Bond and a Subcontract Labor and Material Payment Bond, in a form satisfactory to the Contractor, shall be furnished in the full amount of this Agreement. The premium is for the Subcontractor's account. Subcontractor shall furnish Performance and Payment Bonds in an amount equal to one hundred percent (100%) of the total contract price as security for faithful performance of this contract, and for the payment of all persons performing labor or furnishing materials in connection with this contract. These bonds are to be executed by a surety licensed in the state where the project is located, have an A.M. Best Rating of A- or better and appear in the most recent published Department of the Treasury's Listing of Approved Sureties (Department Circular 570) at the time of filing the bonds.

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Work to also include but is not limited to the following:

1. Provide all permits, licenses and fees as required for this scope of work.
2. Subcontractor has the responsibility of approval process for "or equal" materials - approval is not guaranteed. If a substitute material or product is determined by the Architect not to be an equivalent to the specifications, the Subcontractor is to provide the specified manufacturer or product at no additional cost. All submittals of equivalents or non-specified products must be provided in a time frame to allow review and approval prior to scheduled work activities. This Subcontractor will be responsible for any schedule acceleration and associated costs if the project schedule is delayed as a result from the submission and rejection of product that is determined not to be an equivalent or acceptable product.
3. Workers must provide copies of their OSHA 10 certificates and must attend Contractor and Owner required safety orientations. – only NYS municipal work
4. Provide all scaffolding, lifts, cranes, rigging, hoisting and material handling as required for performing this scope of work. Provide rigging schedule & plan for all major equipment.
5. Provide schedule information and updates as required.
6. Provide coordination with the work of other trades.
7. Subcontractor must attend preconstruction meetings, pre-installation meetings, project progress meetings and other meetings as required for coordinating and executing their scope of work.
8. Provide layout as required to perform this scope of work.
9. This subcontractor is to provide temporary drinking water and safety equipment as required for their own personnel.
10. Receive, inspect (notify Contractor immediately of any deficiencies in contractor or owner supplied items), unload, store & protect all materials prior to installation.
11. Provide traffic maintenance and protection as required to perform this scope of work including but not limited to flagman, temporary signage and barricades.
12. ICRA protection will be provided by others throughout the work areas. This Subcontractor shall not damage nor bypass ICRA protection installed by others. If this Subcontractor's work penetrates or is outside of the protected zone, Subcontractor is responsible for additional controls to maintain conformance with ICRA.
13. Provide protection of finished work until owner's acceptance.
14. Provide temporary protection required to protect work of other trades while performing this scope of work.
15. This subcontract requires multiple mobilizations.
16. Provide daily cleanup & place debris in proper dumpsters as provided by others. Dumpsters are only for general debris, no regulated waste is to be placed in dumpsters. This project will be actively recycling waste material and it is a requirement that refuse be separated and placed in the proper dumpsters.
17. Provide general cleaning of surfaces upon completion of installation.
18. The schedule of values will include line item values for safety, submittals, contract close out documents and deliverables. The value of these items is above and beyond the project payment retention, however, retention will be held until all closeout documents have been received and approved.
19. Subcontractor's start of installation constitutes acceptance of substrate.
20. Designated access/exit points will be established and periodically amended, and must be kept clean from muddy boots, debris, etc. This will be a joint obligation and includes your personnel.
21. Demolition/modifications/removal of existing piping, utilities, structural or architectural elements, or equipment that conflicts with installation of new work is the specific responsibility of the Subcontractor installing the new work. No additional costs to the Contractor or the Owner will be applicable, unless due to unknown or unforeseen conditions, and submitted in a timely manner for review and approval.
22. No structural members shall be cut, notched, or drilled except where permitted in writing by the architect/structural engineer.

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23. Provide all prevailing wage and certified payrolls as required per Contract Documents.
24. Comply with all provisions of form FHWA 1273.
25. Price includes all applicable taxes.
26. This is a Capitol improvement project. A capital improvement certificate will be issued by the Owner. Subcontractor will be responsible for all other applicable taxes not exempted by the Capital Improvement Certificate.
27. This is a sales tax exempt project. Subcontractor will be responsible for all other applicable taxes.
28. Unless otherwise directed or authorized, in writing, by Contractor, all applications for payment and all supporting documents (including but not limited to lien waivers, sworn statements, and the like) for Subcontractor, shall be in electronic format and shall be submitted to Contractor using the Textura™ CPM payment management system. Subcontractor shall be responsible for the fees and costs owed associated with Subcontractor's use of the Textura™ CPM payment management system.
29. Subcontractor shall be entitled to % OH&P on change orders which include home office costs and profit. All other costs (permits, taxes, insurance, bonds, labor, material, equipment, etc.) shall be part of the cost of the work.

The following addenda are included by reference as part of the contract documents:

Addendum #1, dated

List of attachments:

Attachment A – Cover Letter

Attachment B – Contract Documents List dated xx/xx/2019

Attachment C – Project Construction Schedule or

Attachment D – N/A or Textura Information

Attachment E – N/A or Prevailing Wage Schedule

Attachment F – N/A or Subcontractors Certification (need 4 originals)

Attachment G – Subcontractor Insurance Requirements

Attachment H – N/A

Attachment I – EEO/Affirmative Action Certification for Subcontractors, Vendors and Suppliers

Attachment J – List of Subcontractors/Suppliers

DELETE THE FOLLOWING IF THIS IS FOR A STATE PROJECT – “subcontractor is a federally certified Small Disadvantage/Woman/Veteran/Hubzone owned business. Provide all up to date certifications to the Contractor’s Project Manager. Failure to provide certifications is considered a breach of contract and will be grounds for termination.”

DELETE THE FOLLOWING IF THIS IS FOR A FEDERAL PROJECT – “subcontractor is a certified Woman/Minority owned business. Provide all up to date certifications to the Contractor’s Project Manager. Failure to provide certifications is considered a breach of contract and will be grounds for termination.”

Subcontractor has committed to providing \$xxx,xxx worth of W/MBE participation. Subcontractor will provide name, price and scope of work for W/MBE Subcontractor. Upon receipt of the above information, a credit change

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order will be issued to Subcontractor for the agreed upon price, and Contractor will issue a subcontract direct to the W/MBE participant. Subcontractor remains responsible for coordination of W/MBE Subcontractor's work.

*****FOR SCHINDLER ELEVATOR SUBCONTRACTS ONLY*****

Owner liquidated damages are included on this project and they are as follows:

- Insert Liquidated Damages Here

DELETE IF NOT APPLICABLE

SUBCONTRACT PRICE FOR THIS PROJECT IS:

Dollars and 00/100

\$

1. A Subcontract Performance Bond and a Subcontract Labor and Material Payment Bond, in a form satisfactory to the Contractor, shall be furnished in the full amount of this Agreement. The premium is for the Subcontractor's account. Subcontractor shall furnish Performance and Payment Bonds in an amount equal to one hundred percent (100%) of the total contract price as security for faithful performance of this contract, and for the payment of all persons performing labor or furnishing materials in connection with this contract. These bonds are to be executed by a surety licensed in the state where the project is located, have an A.M. Best Rating of A- or better and appear in the most recent published Department of the Treasury's Listing of Approved Sureties (Department Circular 570) at the time of filing the bonds.
2. **(IF BONDED or NO CDI, DELETE THIS PARAGRAPH ENTIRELY) Subcontractor will be enrolled in Contractor's Default Insurance program. This subcontractor is to furnish all financial information required for enrollment *(Info required are financials every 18 months)**
3. **EEO: To the extent applicable, all parties agree that they will abide by the provisions 29 CFR Part 471 Appendix A to Subpart A. Additionally, this contractor and subcontractor shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.5(1), 60-300.10 and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

LECESSE Construction Services LLC.

By: _____
Name: _____
Title: _____
Date: _____

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Name: _____
Title: _____
Date: _____