

300 Trolley Blvd  
Rochester NY 14606

Phone: 585-254-3510  
Fax: 585-254-3871

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

Subcontractor: \_\_\_\_\_

Vendor No	Vendor Short Name	Job No.	Cost Code	Contract Number

Project Name \_\_\_\_\_

Subcontractor agrees to perform the Work identified below in accordance with this Subcontract, any attachments and all documents comprising the Prime Contract between LeChase and Owner, all of which are incorporated by reference ("The Contract Documents"). The Subcontractor shall assume toward LeChase all the obligations and responsibilities which LeChase assumes toward the Owner, except as otherwise expressly provided in this Subcontract.

**SCOPE, TIME AND PRICE**

- Subcontractor shall furnish all labor, materials, fuel, equipment, tools, machinery and supplies, perform all work and do all things necessary to complete the following requirements of the Contract Documents:
- Subcontractor shall complete its work by \_\_\_\_\_ ; time is of the essence.
- The Subcontract Price is (\$ \_\_\_\_\_ ) Dollars. Progress payments, less retainage at the Prime Contract Rate shall be made to Subcontractor for Work satisfactorily performed and timely invoiced, only to the extent that progress payments for that work are received from the Owner. Final Payment shall be made to Subcontractor after LeChase receives final payment from Owner for Subcontractor's work. All payments are conditioned upon delivery of such lien waivers, affidavits, manuals, warranties and guarantees as the Owner or LeChase may require.

**TERMS AND CONDITIONS**

- Subcontractor may not commence any work without first furnishing: (i) A fully executed copy of this Subcontract Agreement; (ii) Certificates in satisfactory form for all required insurances; (iii) Material safety data sheets, as required by State or Federal Law, for all hazardous substances to which any person performing the subcontract work may be exposed in the course of such work and/or which Subcontractor reasonably expects to be brought on to the work site.
- Subcontractor shall not be entitled to any payments unless and until it furnishes, and keeps current, in forms satisfactory to LeChase, the following: (i) A fully executed copy of this Subcontract Agreement; (ii) For all contracts involving public work a verified statement from the Subcontractor and each of its first and second tier sub-subcontractors, in compliance with New York State Labor Law §220-A, attesting that the Subcontractor and each sub-subcontractor has received and reviewed a copy of the schedule of wages and supplements specified in the Prime Contract Documents (or any applicable schedule subsequently issued) and agreeing that it will pay the applicable prevailing wages and supplements specified therein; (iii) For contracts involving public work, weekly certified payrolls as requested by LeChase; (iv) A safety plan and a quality control plan specific to the work of this Subcontract, regardless of by whom it will be performed. (v) All reports, forms, certifications and other records required by the Contract Documents, by LeChase or by law, with such frequency as is specified or requested.
- Subcontractor agrees to comply with the EEO/Affirmative Action Policy of LeChase in connection with the work of this subcontract. Subcontractor also agrees to comply with all non-discrimination, equal employment opportunity and affirmative action (including minority and women utilization) obligations imposed by law or by the Contract Documents.
- EACH EMPLOYEE ON A WALKING/WORKING SURFACE WITH AN UNPROTECTED SIDE OR EDGE WHICH IS SIX FEET OR MORE ABOVE A LOWER LEVEL SHALL BE PROTECTED FROM FALLING BY THE USE OF GUARDRAILS, SAFETY NETS, OR PERSONAL FALL ARREST SYSTEMS. THIS APPLIES TO OPEN SIDED FLOORS. IT DOES NOT APPLY DURING THE CONNECTION OF STEEL OR ERECTION OF WOOD FRAME DECKS AND WALLS UNLESS OTHERWISE REQUIRED BY OSHA OR OTHER APPLICABLE SAFETY CODE.**
- ALL PERSONNEL WORKING/VISITING ON SITE ARE REQUIRED TO WEAR HARD HATS AND SAFETY GLASSES. FAILURE TO COMPLY WITH THIS REQUIREMENT IS CAUSE FOR REMOVAL FROM THE SITE.**
- This contract shall be effective when signed by both Contractor and Subcontractor, or upon Subcontractor commencing or continuing subcontract work following receipt of a copy of this Agreement signed by Contractor. No attempted modifications shall be effective unless initiated by an executive officer of Contractor.

7. Subcontractor shall perform all work in strict compliance with the Contract Documents and shall be bound to all determinations of the Architect or Owner concerning the Subcontract Work, including changes, to the same extent as LeChase is so bound. Subcontractor shall give immediate written notice of any claim as required by the Prime Contract Documents but in no event any later than three (3) days from the event giving rise to the claim.
8. Subcontractor shall diligently commence and continue its work as directed and in accordance with LeChase's most current job schedule. In no event shall Subcontractor be entitled to damages for delay or disruption. Subcontractor shall coordinate its work, including required purchase orders and submittals, with all others on the Project so as not to delay or hinder their performance, and shall be liable for any damages assessed against LeChase as a consequence of Subcontractor's failure to prosecute the Work diligently.
9. Subcontractor shall promptly pay for all lienable labor (at prevailing rates when required) and materials, and shall promptly discharge any lien filed in connection with its work. All expenses LeChase incurs, including attorneys' fees, on account of any lien or claim related to Subcontractor's work shall be back-charged against the Subcontract Price.
10. The Subcontractor shall verify all field dimensions prior to fabrication, the proper fitting of its work with that of other work to be Subcontractor's sole responsibility. In carrying out its work, the Subcontractor shall take all necessary precautions to protect properly its own work and the work of all other trades from damage caused by its operations. In addition, Subcontractor shall sequence, coordinate and protect its work so as to prevent weather damage and water intrusion (as well as attendant mold growth) to its own work and materials and the work and materials of others. Subcontractor shall be responsible for all costs, including testing, remediation and repair, caused by any breach hereunder, and shall defend and indemnify LeChase against all claims and liabilities arising from any breach except to the extent caused by LeChase's own negligence.
11. The Subcontractor shall at all times keep the building and premises clean of debris. The Subcontractor shall comply with all applicable federal, state, and local safety laws and standards, and with the most recent version of LeChase's Safety Manual and any applicable site-specific safety program. Subcontractor shall hold LeChase harmless from any and all claims, damages, or liability arising on account of Subcontractor's actions or neglect in its performance under the terms of this Contract, including OSHA fines and penalties.
12. Should Subcontractor fail to satisfy contractual deficiencies within two (2) days from receipt of LeChase's written notice, then LeChase may take whatever steps it deems necessary to correct said deficiencies and charge the cost thereof to Subcontractor, who shall be liable for payment of same, including reasonable overhead, profit and attorneys' fees. In the event of material or persistent breach hereof LeChase may immediately terminate this Subcontract, and Subcontractor shall be liable for all consequent costs and damages, including reasonable overhead, profit and attorneys' fees.
13. The Subcontractor shall procure and maintain at its own expense and from insurers acceptable to LeChase, such insurance policies as will fully protect Subcontractor, Contractor and Owner from all claims for injuries or damages, including attorneys' fees, by whomever caused, arising out of the performance of the Subcontract Work, whether before or after its completion. Subcontractor shall also maintain at its expense any other insurance required by the Prime Contract Documents, in any event to include the following:

General Liability, including Completed Operations and Contract Liability	\$1,000,000 (per occurrence) \$2,000,000 (aggregate)
Automobile Liability	\$1,000,000 (combined single limit)
Umbrella Liability	\$5,000,000
Worker's Compensation including Employer's Liability	Statutory
Pollution Liability:	
Asbestos and Lead Work	\$5,000,000 (per occurrence/aggregate)
Site Hazardous Material Work	\$2,000,000 (per occurrence/aggregate)
Mechanical, Mold and Other Work (Only if required by LeChase)	\$2,000,000 (per occurrence/aggregate)
Owner's and Contractor's Protective Liability (Only if required by LeChase)	\$2,000,000 (per occurrence/aggregate)

**LeChase Construction Services, LLC and Owner. (Refer to list on page 1.)**

shall be named as additional insureds on all of these policies, including the coverage for ongoing and completed operations, except Worker's Compensation. All such policies shall be primary and non-contributory over any and all collectible insurance, and shall provide that they will not be canceled, allowed to expire or restrictively modified without thirty (30) days' prior written notice to Contractor. At any time, Contractor reserves the right to request a certified copy of Subcontractor's insurance policies for the period of time in which Subcontractor performed work for Contractor. In the event that Subcontractor fails to obtain or maintain any required insurance, LeChase may purchase such insurance and back-charge all costs thereof to the Subcontractor or may terminate this Subcontract.

Subcontractor's indemnification and insurance obligations to Owner and LeChase shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or from the Subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

Subcontractor waives all rights against LeChase and Owner, and their officers, directors and employees, for recovery of losses, expenses or damages to the extent covered by available insurance.

14. To the extent permitted by law, the Subcontractor shall defend, indemnify and hold harmless Contractor and the Owner from and against any and all claims, liabilities, damages, demands, and expenses, including attorneys' fees, arising or alleged to arise from personal injury, death, or damage to property including the loss of use thereof, arising out of or claimed to have been caused in connection with the Subcontract Work, whether or not any action or omission of Contractor or the Owner contributed thereto, including, without limitations, all liability imposed by virtue of any law designed to protect persons employed at the work site, except that nothing herein shall obligate Subcontractor to indemnify Owner or Contractor against their own negligence.

15. Subcontractor shall indemnify Contractor and Owner, against all liability, claims and expenses, including attorneys' fees, incurred by reason of the actual or alleged direct or contributory infringement of any patent, trademark or similar right pertaining to anything supplied or performed hereunder.
16. The Subcontractor shall, after notice to proceed by Contractor, commence work at such points as Contractor may designate and continue diligently in the performance of the work. Time is of the essence of this Subcontract. Subcontractor shall progress and coordinate all of its material deliveries, submittals and work with all other project work so as to enable the Contractor to obtain the speediest possible completion of the Project. Subcontractor shall employ sufficient and qualified labor and work sufficient hours or shifts so as not to hinder or delay the actual progress of Contractor or other subcontractors and in any event, shall complete the several portions and whole of the subcontract work at such times as will enable Contractor to fully comply with the terms of the Contract Documents. Subcontractor shall be liable for any liquidation or other damages assessed against Contractor by Owner as a consequence of Subcontractor's failure to prosecute the work diligently, and such amounts may be back-charged against the Contract Sum.
17. The Subcontractor guarantees and warrants all workmanship and materials to the extent, and for such period, as is required of Contractor by the Prime Contract Documents; and if not otherwise specified, for a period of one year from final completion and acceptance of the entire Project.
18. Subcontractor shall diligently proceed with all Subcontract Work, including any changed or disputed work directed in writing, notwithstanding that an outstanding change order request, claim or protest with respect to such work is pending or unresolved.
19. This Agreement shall be interpreted and enforced in accordance with New York Law. Any litigation or other dispute resolution proceedings arising out of or pertaining to this Agreement shall be venued in Monroe County, New York. Subcontractor shall be liable for any loss or expense LeChase may incur, including attorneys' fees, by reason of any non-performance or breach by Subcontractor of this Subcontract, and any such loss or expense incurred may be back-charged against the Subcontract Price.
20. Notices required hereunder are sufficient if delivered in writing personally or by mail to an officer of LeChase or the Subcontractor, or sent by FAX transmission or e-mail to the main office of the Subcontractor.

LeChase Construction Services, LLC

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

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

Phone:

Fax:

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

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