

PROFESSIONAL SERVICE AGREEMENT

Revised April 2015

LeChase Construction Services, LLC

205 Indigo Creek Drive
Rochester, NY 14626

Phone: 585-254-3510
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Professional Services Agreement

No. _____

Service Provider:

Project Owner: _____

Project Name: _____

Project Location: _____

Service Provider agrees as of _____ to perform the Services identified below in accordance with this Services Agreement, any attachments and any special requirements of the Contract between Contractor and Owner (the "Prime Contract"), all of which are incorporated by reference (the "Contract Documents"). As related to the services to be provided by the Service Provider shall assume all of the obligations and responsibilities which Contractor assumes toward the Owner, except as otherwise expressly provided in this Services Agreement.

THIS SUBCONTRACT IS SUBJECT TO ARBITRATION (as further defined in the Contract Documents).

SCOPE, TIME AND PRICE

1. **Scope of Work:** Service Provider shall furnish the following services listed below or as included in attached scope of work document including all labor, materials, fuel, equipment, tools, machinery, supplies, and incidentals thereto:

This Agreement consists of the Professional Services Agreement form together with its Terms and Conditions and all other documents defined by such Terms and Conditions to be part of this Agreement, including but not limited to the following:

2. Service Provider shall complete its work by _____; and in accordance with Contractor's most current Project Schedule. Time is of the essence.
3. Contractor shall pay Service Provider \$ _____ Dollars for full performance of its work if this is a lump sum agreement, otherwise at the rates set forth below. Unless otherwise provided below, progress payments shall be made for Services satisfactorily performed and timely invoiced, as and to the extent that progress payments for that work is received from the Owner and within 10 days thereof. Final Payment shall be made within 10 days after Contractor receives final payment from Owner for Service Provider's Work. Contractor's obligation to make

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payments is conditioned upon Service Provider's furnishing of such lien waivers, affidavits, reports or other documents as the Owner or Contract may reasonably require, including, without limitation, a fully executed copy of this Services Agreement. Service Provider's price is inclusive of any applicable sales taxes.

Administrative Requirements

1. Service Provider shall not commence any Services hereunder, and shall not be entitled to payments hereunder, without first furnishing, in forms satisfactory to Contractor, the following:
 - (1) Fully executed copy of the Professional Services Agreement.
 - (2) Proof that Service Provider has procured all required insurances, including the minimum requirements in section 13 below.
 - (3) Material safety data sheets, as required by State or Federal Law, for all hazardous substances to which any person performing the Services Agreement Services may be exposed in the course of such Services and/or which Service Provider reasonably expects to cause to be brought onto the Project site.
 - (4) Such other reports, forms, certifications, and other documents or records required by Owner, the Contract Documents, Contractor, or by law, with such frequency as is specified or requested by Contractor.
2. This Services Agreement is effective when signed by both Contractor and Service Provider, except that Service Provider shall be bound by all requirements if it commences performance of Services after receiving a copy of the applicable Services Agreement signed by Contractor. No attempted modifications shall be effective without written approval by Contractor's authorized representative.

Scope of Services

3. Service Provider shall assume toward Contractor all the obligations, standards, and responsibilities that Contractor assumes pursuant to the Prime Contract to the full extent of Service Provider's scope. Service Provider shall perform the Services Agreement so as not to violate any terms, covenants, or conditions of the Prime Contract.
4. The Services Agreement incorporates by reference and is defined to include: (a) any amendments or change orders to the Services Agreement that are executed by the parties; (b) the Services Agreement form executed by the parties including all documents referenced in Article 3 thereof; (c) the Services Agreement form together with these Terms and Conditions; (d) all other documents attached to and numbered in sequence as furnished by Contractor to Service Provider; (f) all bid conditions, drawings, specifications, general conditions, and other provisions of the Prime Contract that pertain to the Services, as well as any provisions required by the Prime Contract or by law to be included herein; and (g) all documents expressly incorporated by reference in any of the above. All of the above are referred to collectively as either the "Services Agreement" or the "Contract Documents." The incorporation of the above items is not limited to provisions concerning the scope, quantity, quality, character, and manner of the Services to be performed by Service Provider, but includes without limitation all provisions relating to timeliness of Services, delays, changes, unforeseen conditions, claims, termination, disputes, remedies, indemnification, administrative procedures, and liabilities and obligations of Service Providers retained by Contractor. To the extent there are conflicts between different portions of the Contract Documents, the conflict shall be resolved based on the above-listed order of precedence.

Performance

5. All Services shall be performed in accordance with the Contract Documents and all applicable legal requirements, in a manner consistent with the level of care and skill ordinarily exercised by members of the relevant business, profession, or industry under similar conditions, free from negligence, and in the case of professional services, free from professional negligence. All non-professional Services are guaranteed against defects in workmanship and materials for a period of at least one year from performance or installation, or as otherwise provided in the Contract Documents.
6. Service Provider shall perform the Services promptly and efficiently, in coordination with and without undue interference to Contractor, Owner, or others, and shall meet all schedule and timing requirements set forth in the Contract Documents. Service Provider will engage only such labor as will be acceptable to and work in harmony with all other workers at the premises.
7. Service Provider shall promptly pay all persons involved in providing the Services the amounts to which they are entitled. If a lien is filed by any

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person for labor or materials furnished in connection with the Services Agreement scope, Service Provider shall discharge such lien within 10 days of demand by Contractor; otherwise Contractor may take such steps as it deems necessary to discharge such lien at Service Provider's expense.

8. Service Provider shall keep the Project site and adjoining premises clean of debris arising out of the Services, and shall not cause damage to any property or work of others.
9. Service Provider shall comply with all applicable federal, state, and local laws, rules, regulations, and standards, including those under the Occupational Safety and Health Act (OSHA), and shall perform its Services safely, consistent with the most recent version of Contractor's Safety Manual and any applicable site-specific safety program. Service Provider shall immediately communicate verbally to Contractor any injury to any person performing any Services of this Services Agreement at the Project site and follow up within 24 hours by written report.

Payment

10. Contractor shall pay Service Provider, for Services satisfactorily performed, the Services Agreement Sum, subject to additions and deductions by written change order. Such amount is inclusive of all applicable permits, fees, licenses, transportation, insurance, taxes, and future price increases unless otherwise provided in the Contract Documents.
11. Service Provider shall invoice monthly for the Services performed in the preceding month. Except as otherwise provided herein or by applicable law, Contractor shall pay Service Provider, for Services satisfactorily performed, within 60 days of receiving an accurate and properly supported invoice.

Indemnification

12. To the extent permitted by law, Service Provider shall defend, indemnify and hold harmless Contractor and Owner, and their officers, directors, employees, agents, affiliates, successors, and assigns, and any others for whom indemnification is required by the Contract Documents, from and against any and all claims, costs, liabilities, suits, judgments, losses, damages, demands, and expenses, including without limitation reasonable attorneys' fees, arising or alleged to arise from the following (except that nothing herein shall obligate Service Provider to indemnify a party against its own negligence):
 - (a) personal injuries, including death, or damage to property of any kind by whomsoever owned, including the loss of use thereof, resulting from, arising out of, or caused by, or claimed to have been caused in connection with, the Services Agreement or the Services, whether or not any action or omission of Contractor or Owner contributed thereto, including, without limitation, all liability imposed by virtue of any law designed to protect persons employed at the Project site;
 - (b) direct or contributory infringement of any patent, trademark or other intellectual property right pertaining to anything supplied or performed under the Services Agreement; and
 - (c) violations of applicable law by Service Provider or persons for whom it is responsible.

Insurance

13. A. Service Provider shall procure and maintain at its own expense and from insurers acceptable to Contractor, such insurance policies as will fully protect Service Provider, Contractor, Owner, and any other party required by contract from all claims for injuries or damages, including reasonable attorneys' fees, by whomever caused, arising out of the performance of the Services Agreement Services, whether before or after its completion. The insurance companies providing the required coverages shall be licensed to do so in the state or jurisdiction where the Project is located, and shall be rated no lower than "A-" by the most recent Best's Key Rating Guide or Best's Agent's Guide, and shall have a Best's Financial Size Category of not less than VIII, unless agreed to by Contractor. Service Provider shall also maintain at its own expense any other insurance required by the Contract Documents. The minimum limits required by this Services Agreement are either the limits actually carried by Service Provider or the following amounts, whichever is greater. **(Note: limits may be satisfied by a combination of primary and umbrella layers provided the umbrella coverage follows form with the primary coverage and both comply with the requirements of this Services Agreement.)**

Coverage

- (1) Commercial General Liability, including but not limited to: Death and Bodily Injury; Broad Form Property Damage; Explosions, Collapse, and Underground; Completed Operations (3 years from Substantial Completion); and Contractual Liability

Limits

\$6,000,000 (per occurrence) and
\$7,000,000 (aggregate, per Project)

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- (2) Automobile Liability, for all owned, hired, and non-owned vehicles \$6,000,000 (combined single limit)
- (3) Workers' Compensation and Disability As required by law
- (4) Employer's Liability \$1,000,000 (per employee, disease & policy)
- (5) Pollution. If the Services include or requires abatement, remediation, removal, handling, storage, transportation, or disposal of asbestos, lead, mold, or other pollutants or hazardous materials, then Service Provider shall provide liability insurance coverage for claims, damages, or losses arising out of such activities. Such insurance shall be written on an occurrence basis with no sunset clause, or on a claims-made basis with coverage being continuously renewed for a minimum of 5 years or a minimum 5 year extended reporting period (tail). Limits shall be not less than \$5,000,000 each occurrence (if written on an occurrence basis) or claim (if written on a claims-made basis). If coverage is claims-made, the retroactive date shall be prior to the commencement of any Services and shall not be changed to a date after the Services started on either the current or any renewal policies. Contractor, Owner, and any other party required by the Contract Documents must be named as additional insured. Coverage shall include liability assumed under contract. If the Services involves disposal of the pollutants or other hazardous materials at a location other than the Project site, then coverage shall apply to liability from non-owned disposal sites.
- (6) Professional Liability. All Service Providers with design responsibility or otherwise providing professional services shall provide a Professional Liability/Errors and Omissions Liability policy with a deductible no greater than \$50,000 per claim. Any self-insured retention must be clearly identified as such on the Certificate of Insurance and is subject to Contractor's approval. This insurance shall be maintained for not less than the duration of the Project and continuously renewed for ten (10) years following completion of construction. The retroactive date of such policy must be on or before the date Service Provider began offering professional services and shall not be moved to a later date on either the current or any renewal policies. The limit of liability shall be not less than \$2,000,000 per claim.

B. CONTRACTOR, OWNER, THEIR AFFILIATES, AND ANY OTHER PARTY REQUIRED BY THE CONTRACT DOCUMENTS shall be named as additional insured on all required policies (except Worker's Compensation and Professional Liability), including the coverage for ongoing and completed operations. For General Liability, Service Provider must provide forms CG 2010 (11/85), or CG 2010 (10/01) with CG 2037 (10/01), or their equivalent, and such endorsements must be attached to the certificate of insurance. All such policies shall provide that they will not be canceled, allowed to expire or restrictively modified without thirty (30) days' prior written notice to Contractor. All such insurance must be evidenced by certificates of insurance endorsed as required above, in form satisfactory to Contractor. Any policy deductibles shall be borne by Service Provider. Contractor shall be entitled, upon request, to a certified copy of Service Provider's insurance policies for any period of time applicable to Service Provider's Services hereunder. In the event that Service Provider fails to obtain or maintain any required insurance or to furnish required proof thereof, Contractor may purchase such insurance and back-charge the expenses thereof to the Services Agreement Sum, or may terminate this Services Agreement. All insurance coverage and additional insured endorsements that Service Provider is required to provide pursuant to this section or other provisions of the Contract Documents shall be primary and non-contributory and shall be required to be exhausted through all available primary, excess, or umbrella layers before other insurance that may be carried by Contractor or Owner shall be required to respond.

14. A. Service Provider's indemnification and insurance obligations hereunder shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or from Service Provider under workers' compensation acts, disability benefit acts, or other employee benefit acts. Contractor and Owner and their officers, directors, employees, agents, affiliates, successors, and assigns are intended beneficiaries of the indemnification and insurance provisions of this Services Agreement.

B. Service Provider waives all rights against Contractor and Owner and their officers, directors, employees, agents, affiliates, successors, and assigns for recovery of losses, expenses, or damages to the extent covered by available insurance. Service Provider and its insurers waive any rights of subrogation they may have with respect to such insurance.

Changes and Disputes

15. A. If Service Provider should neglect to perform the Services diligently and properly, or otherwise fail to comply with this Services Agreement, Contractor may upon two (2) days' written notice to Service Provider and without prejudice to any other remedy, make good any such deficiency. All resulting costs and damages (including reasonable attorneys' fees) shall be borne by Service Provider.

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B. Should Service Provider fail to commence and diligently continue to cure any default within two (2) days after written notice to cure, or if Service Provider shall be unable to pay its obligations as they mature, or if its property comes into the possession of a receiver, trustee, or assignee, or if Service Provider abandons its obligations hereunder, then Contractor may give a notice of termination. If after three (3) days from such notice Service Provider has not satisfactorily cured the condition giving rise to such notice, then Contractor may immediately terminate this Services Agreement. If Service Provider or its agent or employee engages in illegal, unsafe, lewd, or dishonest conduct in connection with the Services Agreement, Contractor may terminate this Services Agreement immediately by written notice. In the event of termination under this provision, all resulting costs and damages (including reasonable attorneys' fees) shall be borne by Service Provider. If, after termination, it is determined that Service Provider was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Contractor pursuant to section 18 below.

16. Contractor may modify the Services Agreement scope or terms by change order, or by written directive where there is no agreement concerning any change in price and/or time. Service Provider shall be bound by any changes or alterations made by Owner to the Contract Documents or to the Services Agreement Services to the same extent that Contractor is bound. Service Provider shall give Contractor immediate written notice of any asserted change or claim as required by the Contract Documents and in no event any later than three (3) days from the event giving rise to the claim and before any changed or extra Services is performed. Such timely written notice is a condition precedent to any recovery by Service Provider of additional time or compensation, and failure to give such notice shall be deemed a waiver of any claim by Service Provider. In no event shall Service Provider be entitled to damages for Owner delay or disruption except to the extent that Contractor recovers such damages from the Owner.
17. Service Provider shall diligently proceed with all Services, including any changed or disputed Services directed in writing, notwithstanding that an outstanding change order request, claim, or protest with respect to such Services is pending or unresolved or Contractor has withheld payment in good faith.
18. Contractor may, without cause, suspend all or any portion of the Services Agreement Services or terminate the Services Agreement in whole or in part, whether because of similar action by Owner or for Contractor's convenience. In such case, Service Provider shall be entitled to the reasonable value of Services performed prior to termination. In no event will any whole or partial termination for convenience by Contractor entitle Service Provider to recover overhead or profit on Services not actually performed.
19. A. All claims, disputes and other matters in question arising out of or relating to this Services Agreement or the breach thereof shall, at Contractor's sole election, which election may be made at any time prior to the commencement of a judicial proceeding by Contractor or the last day to answer or respond to a Summons and/or Complaint filed by Service Provider, be submitted to arbitration before the American Arbitration Association in accordance with its Construction Industry Arbitration Rules then in effect. In the event of such arbitration, Service Provider agrees that any other person or entity concerned with the Services Agreement Services may be joined as a party to such arbitration proceeding, and further agrees that arbitration proceedings under this Services Agreement may be consolidated with arbitration proceedings between other parties if those arbitration proceedings arise from the same transaction or relate to the same subject matter. Disputes seeking more than \$1 million shall be heard by three arbitrators. The arbitration procedures shall not include depositions or other pre-hearing discovery, except that the parties shall exchange, 45 days before the hearing, any exhibits to be introduced at the hearing and reports from any expert witnesses who are to testify at the hearing. The arbitrator(s) shall not be entitled to award punitive or exemplary damages or attorneys' fees in favor of any party. Judgment may be entered on the arbitration award by any court having jurisdiction of the matter.

B. In the event Contractor becomes involved in an arbitration proceeding with any other person which relates to the Services or the Services Agreement, upon receiving notice of such proceeding and an opportunity to join therein or present evidence therein, Service Provider will be bound by the decision of such proceeding in the same manner as Contractor shall be bound. In the event the Prime Contract provides for final and conclusive decisions by Architect and/or Owner with respect to the Project, Service Provider agrees to be bound by any such decision which becomes binding upon Contractor. Any litigation, mediation or arbitration arising out of or pertaining to this Services Agreement shall be venued in the jurisdiction where the Project is located.
20. Service Provider shall be liable for all loss, damage or expense, direct and indirect including reasonable attorneys' fees and enforcement costs, which Contractor may suffer or incur by reason of any non-performance or breach by Service Provider of this Services Agreement, and any loss, damage, or expense so suffered or incurred may be back-charged against the Services Agreement Sum.

Miscellaneous

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21. Service Provider shall not assign or subcontract the whole of this Services Agreement without the prior written consent of Contractor, and shall not assign any amounts due or to become due under the Services Agreement without advance written notice to and approval by Contractor.
22. Contractor shall have the right to set off against this Services Agreement any amounts owed by Service Provider on account of any other matter; and to set off amounts Service Provider owes or may owe hereunder against any property, payments or credits otherwise owing by Contractor to Service Provider on account of any other matter.
23. Notices required hereunder are to be given by either: (a) hand delivery or overnight courier to an executive officer of the party; (b) US mail to the postal address of the party set forth on the Services Agreement form; or (c) for notice to Service Provider, confirmed transmission to the fax number or email address indicated on the Services Agreement form. Notice is effective upon confirmation of delivery, except that US mail notice shall be deemed effective on the second calendar day after mailing. Postal addresses, fax numbers, and email addresses may be updated by written notice.
24. The laws of the state where the Project is located shall govern as to the interpretation, validity, enforcement, and effect of this Services Agreement, except that the arbitration provision shall be governed by the Federal Arbitration Act. Should any requirement or provision be declared unlawful, it shall not affect the validity of the other provisions in the Contract Documents. Service Provider is an independent contractor hereunder and nothing herein contained shall be construed to constitute Service Provider the agent or representative of Contractor.
25. Nothing in this Services Agreement shall be construed to create any third-party beneficiary rights in any person, except as otherwise expressly stated in the Contract Documents.
26. All communications from Contractor or any representative of Owner, and all other information that Service Provider learns about Contractor's or Owner's business, products, processes or facilities during the performance of this Services Agreement, are confidential and may not be disclosed to anyone else without Contractor's prior written consent. Additionally, Service Provider agrees that it shall not publish any information about the Project or this Services Agreement without Contractor's prior written consent.
27. An Electronic Signature is a record of approval that is created, generated, sent, communicated, received, or stored by electronic means. An Electronic Signature includes a faxed or emailed writing, the sending party's name in an e-mail message, an image of a signed document, or an image of a signature attached by that party. An Electronic Signature shall have the same force and effect as an original signature and shall be enforceable to the fullest extent permitted by applicable law. An Electronic Signature may be used to execute any document, including but not limited to the Services Agreement, releases, requisitions for payment, and correspondence.

Accepted and Agreed:

LeChase Construction Services, LLC

By: _____ Date: _____

By: _____ Date: _____

Phone:
fax:
email:

Print Name: _____

LeChase Construction and Affiliates

SUBCONTRACTOR SAFETY RESPONSIBILITIES

These Subcontractor Safety Responsibilities (“Safety Responsibilities” or “Terms and Conditions”) are prerequisites and mandated for any work performed on any LeChase Construction Services, LLC (“LeChase”) or any other LeChase affiliate site. “Safety Responsibilities” are not all inclusive of LeChase’s Safety Program. Subcontractors are required to abide by all safety policies/procedures LeChase or its affiliate, as applicable, is referred to in these Safety Responsibilities as “Contractor.” These Safety Responsibilities are binding on each subcontractor to which the Contractor issues a subcontract (the “Subcontract”). References in these Safety Responsibilities to “Subcontractor” shall mean and include the first-tier subcontractor to which the Subcontract and all persons and subcontractors at any tier who are responsible to such subcontractor, directly or indirectly, including but not limited to employees, subcontractors, suppliers, delivery personnel and vendors. Information “flow down” of this information to tiered subcontractors is the responsibility of the prime or 1st tier Subcontractor. Subcontractors shall also be responsible for any visitors it invites or allows to have access to the site, in line with site specific requirements.

NOTE: The LeChase Jobsite Safety Manual, available on www.lechase.com, includes Contractor programs and policies noted in this Safety Responsibilities document.

1. Subcontractor shall comply with all current applicable laws and changes as they occur (including but not limited to legally binding codes, standards, and regulations, regarding environmental, safety and/or health matters, whether at the federal, state, and/or local level). Subcontractor shall comply with these Safety Responsibilities and all safety-related provisions of the Subcontract, even if they are more stringent than the applicable laws. In the event of conflict between provisions of applicable laws and/or other provisions of these Safety Responsibilities, the more stringent requirement, as determined by the Contractor, shall govern.
2. Subcontractor shall perform and execute the work of the subcontract while complying with these Safety Responsibilities and any special or additional requirements communicated by the Contractor. Subcontractor will be directly responsible for assuring communication, compliance and accountability by all lower-tier subcontractors, suppliers, vendors, delivery personnel and their employees.
3. Subcontractor shall maintain all documentation (original or duplicates) at the site of work execution verifying compliance with all provisions of these Safety Responsibilities. All such documentation shall be made available upon request by the Contractor representative.
4. A defined “flow down” strategy will be developed by subcontractor to ensure program adherence and consistency by all lower tier subcontractors.
5. A formal incident review will be required in response to all serious or potentially serious incidents. Subcontractor will participate and be represented by site and corporate management during any scheduled incident review sessions. The injured party and any applicable witnesses to the incident may also be required to attend.

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6. Subcontractor foreman, supervisors and superintendents assigned to Contractors sites will have OSHA 30-hour certification.
7. Subcontractor will engage the support of a full or part time safety professional as deemed appropriate by contractor, based on the number of employees or the scope of work. Any inspections or documentation related to these visits will be provided to the Contractor.
8. All subcontractors will confirm and record headcount and hours worked each day and by each tier subcontractor. This report will be provided to the contractor at the end of each week. The report will contain a section to formally report any incident, near miss or injury.
9. All subcontractor delivery drivers, vendors, trucking or concrete drivers will adhere to all site PPE requirements.
10. A comprehensive plan will be developed by the Subcontractor addressing extreme cold, heat and related conditions. Subcontractor will also adhere to the Contractor's program and any requirements established therein.
11. Subcontractor shall utilize the Contractor's Site Specific Safety Requirements Document (SSSR) document and template, inclusive of all site specific safety requirements, in the development of Subcontractor's Site Specific Safety Plan (SSSP). Contractor's SSSRs may be modified or edited as the project progresses, conditions change or other scopes or potential hazards are identified. Subcontractor shall prepare and receive approval for its Site Specific Safety Plan (SSSP) encompassing all of its work scope and activities and submit to Contractor prior to the start of work. Additionally, all subcontractor employees will read and acknowledge that they understand the SSSP and this Subcontractor Safety Responsibilities document prior to starting work. Note: Subcontractors may use an alternative and equivalent SSSP format only if it meets or exceeds Contractor's SSSR, SSSP and program.
12. Subcontractor shall submit to Contractor and appropriately post emergency contact information, including work, mobile telephone numbers and email addresses for all applicable Operations and Safety Management personnel.
13. Subcontractor shall appoint and submit in writing to Contractor the name of all "competent or qualified persons" (via OSHA standard) who are authorized and able to recognize and anticipate hazards. The qualifications of all competent and qualified individuals shall be made available to Contractor upon request. Such persons shall have authority to take prompt corrective action to abate hazards. Such persons will also have the authority to alter, modify or stop work plans in the process of hazard review or abatement.
14. In accordance with Contractor's program, all Subcontractor employees will be actively engaged in the Stop Work Authority (SWA) program. This program will be highlighted during orientation and each employee will be granted the authority to pause or stop work to ask questions or to verify that conditions are safe.
15. Subcontractor shall adhere to and enforce all requirements established by Contractor's Safety Disciplinary Actions and Imminent Dangers procedure. A progressive discipline system is the preferred standard and may differ based on site specifics. In accordance with Contractor's Safety Disciplinary Actions and Imminent Dangers policy, at the discretion of contractor management, serious or imminent danger violations may warrant immediate action, up to and including termination and/or removal from the project. Any supervisor or manager who knowingly exposes employees to imminent danger situations is also subject to immediate termination. Imminent danger situations include, but are not limited to, the following:

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- a. Violation of the Stored Energy and Lockout/Tagout Procedure, including removing another lockout sign or tag without authorization and working on equipment or circuits that could be accidentally or unintentionally energized. In all cases, failure to develop, submit or follow a pipe/vessel pressure test plan will be considered an imminent danger violation and grounds for termination or removal from site.
- b. Violation of the 100% 6 foot Fall Protection Program, including standing on the top or first rung of a step ladder of any height.
- c. Violation of the Cranes and Rigging Procedure, including operating a crane (lifting, swinging or loading) adjacent to energized power lines less than 20 feet away and using rigging equipment in excess of the recommended safe workload capacity.
- d. Violation of the Confined Space Procedure, including unauthorized entry to a confined space.
- e. Violation of the Excavation/Trenching Procedure, including working in or authorizing work in un-sloped, un-shored or unprotected trenches or excavations.
- f. Violation of procedures related to mobile equipment, including operating mobile equipment, fork lifts and skid steers without appropriate certification, training authorization or inspection.
- g. Violation of procedures related to caught-in/struck-by hazards, including entering the line of fire (i.e. walking under a suspended load).
- h. Violation of the Drug and Alcohol Policy, including distribution or working under the influence of mind-altering substances.
- i. Accessing exclusion zones/red barricaded areas without authorization.
- j. Conscious disregard of a "DO NOT OPERATE", "DANGER", or "WARNING" sign.
- k. Intentionally removing a guard or safety mechanism designed for employee safety.

Additional items that warrant immediate removal or termination include: fighting and verbal abuse, exhibiting open disregard for contractor safety or the project safety program, theft, sabotage, firearms, smoking in non-designated areas and falsifying a company document (i.e. accident investigation, testimony, equipment inspection, certifications, etc.)

16. Subcontractor shall plan and execute all work operations to comply with its written SSSP, these contract Terms and Conditions, and LeChase's Safety Program.
17. Subcontractor shall utilize personal fall restraint systems and attach to manufacturer's approved anchorage points. All Subcontractor employees will be tied off while operating/working in scissor lifts and from aerial work platforms. Subcontractors will ensure that any scissor lifts delivered on site are equipped with manufacturer approved anchor points. Standing on mid-rails and hand-rails of aerial/scissor lifts is strictly prohibited and considered an imminent danger violation. Blocks or steps are not permitted in lifts to gain access to a higher elevation or stepping.
18. Subcontractor will utilize a 100% 6-foot fall protection policy and program. Each person on a walking or working surface with an unprotected side or edge which is 6 feet or more above the next lower level shall be protected from falls using the Hierarchy of Controls (elimination, substitution, engineering, administrative, and personal protective equipment). As such, personal fall arrest systems (PFAS) should be considered as the last option. All personnel and all tiers will comply with this requirement, including Roofers, Ironworkers, Erectors, and Connectors, regardless of any exemptions that might otherwise be available under OSHA, trade agreement or other applicable law.

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19. The following exceptions to the 100% 6 foot fall requirement may exist, depending on site specific requirements:
 - a. Proper use of a step ladder (up to 12 feet) on a stable and level foundation and away from wall/window openings, mezzanines or other fall hazards.
 - b. Proper use of an approved and inspected extension ladder (up to 24 feet) for movement between levels (not as a working platform).
 - c. Other extraordinary circumstances only if: (i) Subcontractor's competent person determines that neither engineering controls nor a PFAS would be feasible; (ii) Contractor provides prior approval in writing; and (iii) the method of proceeding complies with all applicable laws.
20. Where work could result in a fall of equipment, materials or tool, measures will be taken to prevent the fall, reduce the distance, and/or ensure no one will be struck by accidental release. Measures may include:
 - a. Exclusion Zones with signage established below or around work areas to prevent being struck by hazards.
 - b. Tethers used to tie-off tools or equipment to prevent fall of material hazards.
21. Subcontractor shall ensure that any lifting attachment used on mobile equipment has a positive locking mechanism that prevents accidental displacement or release.
22. Job made ladders shall be built in accordance with OSHA standards.
23. In addition to the Contractor orientation, each Subcontractor shall provide an initial safety orientation to each new employee, including all sub-tier employees prior to the start of work at the site. At a minimum, the orientation shall include training on general safety hazards, site-specific safety policies and procedures, personal protective equipment, fall protection, cranes and rigging, stored energy, silica, injury reporting and protocols, emergency evacuation, and preferred medical providers. All orientations shall be documented by the Subcontractor and verifiable by the Contractor.
24. Subcontractor's employees and all sub-tier Subcontractors shall participate in daily sunrise huddles and job-wide safety stand-downs.
25. The Contractor's Task Hazard Analysis (THA) program is a pre-task planning tool and process. Subcontractor shall utilize the THA process as a planning and mitigation tool prior to each separate work task and activity. An initial THA will be developed for work activity prior to the start of work on each shift. As a minimum, each employee will start each shift with a THA. Task or condition changes will warrant a new THA. Any activity assigned to employees by a supervisor will be considered appropriate for the THA tool. Subcontractor will complete Contractor's THA form (or a Contractor-approved alternative form) for each task. A copy of each THA will be submitted to Contractor for review. All impacted employees shall participate in developing the THA or pre-task plan.
26. Subcontractor shall adhere to and comply with all Contractor and Owner, post incident and reasonable suspicion drug testing practices, programs and policies. These practices and programs may include pre-employment screening on a project/owner specific basis.
27. Subcontractor management shall attend safety meetings as scheduled by the Contractor.
28. Subcontractor shall schedule and conduct weekly Toolbox safety meetings for all employees under its direct or indirect supervision. A copy of the Toolbox topics including sign-off sheets must be maintained and submitted to Contractor upon request.

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29. Subcontractor shall implement immediate corrective action to eliminate unsafe practices and conditions as they are observed or reported. In cases where immediate or "On the Spot" actions are not taken, Contractor reserves the option to abate the condition at the expense of the subcontractor.
30. Subcontractor shall notify Contractor within one (1) hour of any incident involving injury (or near miss of injury/damage) to any person or property. In addition, each Subcontractor shall investigate and document all such incidents. Findings shall be documented in an incident report and submitted to Contractor within 24 hours of the incident. All such incident reports will contain, but not be limited to;
 - a. Date of event
 - b. Chain of events leading to incident
 - c. Impacted or injured parties (i.e., name, craft, position)
 - d. Impacted property and estimated damage costs
 - e. Primary and contributing causes of incident
 - f. Immediate corrective measures taken
 - g. Lessons learned for wider application by Subcontractor or Contractor
 - h. Other items as requested by the Contractor
 - i. Witness Statements
31. Subcontractor shall provide adequate safety measures and controls to address potential occupational exposures such as gases, fumes, silica, dusts, chemicals, noise, and confined spaces.
32. Per OSHA 1926.1153, each subcontractor covered by the silica standard shall establish and implement a written silica exposure control program that identifies tasks that involve potential exposure and methods the company will use to protect employees. Procedures and protocols may include restricting access to work areas where high exposures may occur, designation of a competent person to implement the plan, restricting housekeeping practices that expose employees to silica where feasible alternatives are available, and use of appropriate tools and work practices to minimize the potential for exposure. The plan must be reviewed prior to the start of work.
33. Subcontractor shall provide Personal Protective Equipment (PPE) to all employees as needed and required per Contractor policy/procedure or regulatory requirements.
34. Subcontractor and all tiers shall take immediate corrective action for non-compliance up to and including removal from the work site. Furthermore, in accordance with the terms and conditions of the Subcontract, Contractor reserves the right to take appropriate actions to remedy any Subcontractor non-compliance at the Subcontractor's expense. Contractor also reserves the right to withhold payment/s pending correction and abatement of all noted or discussed hazards.
35. Contractor reserves the right to remove any party or employee from the site at any time and for any reason.
36. Subcontractor shall implement an aggressive Return to Work and Modified Work policy and procedure. The procedure will include but not be limited to a.) The use of a local preferred medical provider. b.) Subcontractor approved work assignment for any and all injured parties who are provided a physician's restricted duty diagnosis. c.) Light Duty work options for all employees, as required.
37. Subcontractor will inspect all hand tools and extension cords prior to their use. Tools and extension cords found to be defective will to be taken out of service immediately by subcontractor. Other equipment, such as scaffolding and ladders, shall be inspected for defects by Subcontractor's competent person prior to use. Any equipment found to be defective or unserviceable will be immediately taken out of service and removed from site.

SUBCONTRACTORS SAFETY RESPONSIBILITIES

Revised August 2017

38. All equipment and tools shall be used per the manufacturer's recommendations and equipped with manufacturer-provided handles.
39. Only licensed, certified, competent and properly trained persons are allowed to operate any mobile equipment, i.e.; scissor lifts, lulls, fork lifts and skid steers. Documentation confirming competency must be maintained on-site and verified for each user prior to operation. (See exception and approval policy for emergency circumstances). A documented inspection shall be completed for all mobile equipment prior to use.
40. Subcontractor shall ensure that no power tools have a positive locking trigger. Each power tool shall be equipped with a constant pressure trigger.
41. In addition to specific requirements established in OSHA §1926.304, .304(f), Contractor requires all Subcontractor woodworking tools and machinery meet other applicable requirements of ANSI 01.1-1961. Section 3.1.3(c) of the ANSI standard. On applications where injury to the operator might result if motors were to restart after power failures, provisions shall be made to prevent machines from automatically restarting upon restoration of power. The Subcontractor must incorporate an effective means of preventing the machine from automatically restarting.
42. Subcontractor shall ensure that all power tools and cords are protected by an operable Ground Fault Circuit Interrupter (GFCI) plugged in at the power source or GFCI circuit breaker or GFCI "pigtail". Above 110 V, all cordsets and plug sets shall be protected via GFCI or Assured Equipment Grounding Conductor Program (AEGCP).
43. Subcontractor shall ensure that all work on live electrical components is performed only if and when all other alternatives have been deemed infeasible. Such work by Subcontractor requires written approval and consent from the Contractor Superintendent, Contractor ESH, Contractor Senior Management and the owner (if required) – no exceptions.
44. All electrical tasks will be carried out in compliance with NFPA 70E, OSHA and Contractors Stored Energy program. Additionally, Subcontractor will only handle or engage de-energized wiring or circuits after appropriate Lock and Tag and a secondary confirmation of source isolation via a working voltage detector or like instrument. Any and all work on live/energized sources requires advance notice and approval by Contractors site management team.
45. Subcontractor shall ensure that all permanent and temporary electrical panels are locked and labeled with controlled access. All de-energized electrical and power systems will be locked out in accordance with appropriate lock and tagging guidelines.
46. Subcontractor shall maintain all required and appropriate OSHA documentation related to injuries and illnesses on site. Such documents will be made available to Contractor upon request.
47. Each Subcontractor shall maintain all appropriate documentation under the Hazard Communications standard and the Globally Harmonized System (GHS). The Subcontractor shall submit all SDS/MSDS's used in the performance of work to Contractor. The Subcontractor shall maintain a copy of a hazardous communications program and a library of SDS/MSDSs for materials provided/used in the performance of its scope of work with SSSP. Subcontractor shall submit its written Hazard Communication program to Contractor upon request. Subcontractor will ensure that all employees are trained to address any potential chemical exposures/interfaces.
48. Subcontractor shall conduct daily inspections of all work areas. Subcontractor shall conduct a formal and documented weekly safety inspection and take corrective actions for recognized hazards. A copy of all inspections completed by the subcontractor will be provided to Contractor within 24 hours.

SUBCONTRACTORS SAFETY RESPONSIBILITIES

Revised August 2017

49. Each Subcontractor shall have a qualified safety professional perform one documented safety assessment of their project scope monthly. The documented assessment will be submitted to the Contractor Project Superintendent and ESH as appropriate. Deficiencies shall be immediately addressed by Subcontractor.
50. Subcontractor shall conduct periodic safety meetings with employees, foremen, and Subcontractors, at all tiers, to address safety, lessons learned, high-hazard activities and related.
51. When working with mobile cranes or tower cranes, subcontractor shall appoint a certified signal person and qualified rigger prior to the lift. Documentation on qualifications/certifications will be provided to Contractor. All current and subsequent Contractor crane and rigging policies and practices will be adhered to by Subcontractor.
52. Subcontractors that fail to meet safety performance standards as determined by Contractor may be required to designate a full-time, on site, dedicated safety professional. Such determination may be based upon: on site injury/illness rates, safety violations/concerns issued by Contractor or a regulatory authority, or lack of participation in required safety forums, activities and meetings. Any designated safety professional shall meet the qualification requirements as defined by Contractor.
53. Subcontractor shall develop and submit a Pressure Testing Safety Plan to the Contractor Superintendent and Contractor ESH prior to performing any pneumatic, hydrostatic or other pressure testing of pipes or vessels. Subcontractor shall not use pneumatic testing as a testing medium unless required by the design and approved well in advance by the project team/superintendent and regional Contractor ESH.
54. Subcontractor will provide competent flaggers at project entrances for the safe access and egress of all heavy loads, trucks and equipment. Flaggers shall be trained to the DOT standard and shall provide proof of training.
55. Subcontractor shall ensure that all scaffolds are built and tagged in accordance with the Contractor scaffolding procedure and OSHA guidelines.
56. Subcontractor shall provide Contractor with a copy of their documented respiratory protection program where applicable. This program shall cover the requirements for Appendix D, Voluntary Respirator Use. The Subcontractor shall retain all signed copies of Appendix D that were performed on the project. The signed Appendix D shall be made available to the Contractor upon request.
57. Subcontractor shall ensure that any wooden or aluminum ladder use is approved through Contractor ESH. These ladders are to be used only if all other approved methods have been deemed infeasible.
58. Subcontractor will ensure that all open flame and spark producing activities are performed in accordance with LeChase's hot work procedures. Hot work procedures include the completion and approval of a Hot Work Permit before activities begin and, in some cases, may require a dedicated fire watch while work is taking place and for a minimum of 30 minutes past the completion of the work. A subcontractor supplied fire extinguisher must be present at the work area where the hot work is being performed and employees must be trained in the use of such extinguisher.
59. Subcontractor shall supply fire extinguishers for all related work activities including, but not limited to, the use of combustible engines and fuel storage, if any. All fire extinguishers will meet a minimum size requirement of 10 lb. and be at least ABC type.
60. The following work rules are important to the safety of all personnel on Contractor sites and shall be adhered to at all times;

SUBCONTRACTORS SAFETY RESPONSIBILITIES

Revised August 2017

- a. Possession of or working under the influence of alcohol or drugs is prohibited and subject to immediate dismissal.
- b. Hazard Communication and Lockout/Tag out Programs shall be observed.
- c. Unsafe conditions or acts, along with any accidents or near misses shall be reported to your immediate supervisor and a member of the Contractor's management team.
- d. Appropriate work attire shall be worn at all times. Hard hats, in construction areas, safety glasses, High-Visibility vests and durable boots covering the feet and ankle are minimum requirements. Appropriate work gloves are required for all employees at all times while on site.
- e. Work wear shall not be offensive or inappropriate.
- f. "Horseplay", harassment, fighting, work place violence, and other inappropriate behaviors are strictly prohibited.
- g. Maintaining good housekeeping is mandatory at all times. Subcontractor is responsible for daily clean up.
- h. Photos, pictures or video is not allowed on site.
- i. Fire protection equipment is not to be tampered with or removed from its assigned location.
- j. Vehicles are to be operated and driven in a safe manner at all times.
- k. Firearms are prohibited on site or in parking lots at all times.
- l. Barricaded areas will not be entered without proper authorization.
- m. Modification or alteration of any piece of personal protective equipment is strictly prohibited.
- n. "No Smoking" rules shall be adhered to. Smoking/tobacco shall be allowed in designated areas only.
- o. All gasoline engines shall be shut off and allowed to cool before refueling.
- p. The use of plastic gas cans for storing combustible/flammable liquids on the site is prohibited. Use only approved metal containers.
- q. Tampering with firefighting or life safety equipment is prohibited and grounds for immediate termination/removal.
- r. The use of portable FM/AM, iPod, MP3 radios on site is prohibited at all times. Cell phones are strictly prohibited while performing trade/craft work or constructing the project. Bluetooth headsets are prohibited unless used to perform a specific task or job

LeChase Construction Services, LLC

205 Indigo Creek Drive, Rochester, NY 14626

EEO CERTIFICATE OF COMPLIANCE

I. CONTRACT CLAUSES INCORPORATED BY REFERENCE

A. EQUAL OPPORTUNITY CLAUSE

The undersigned agrees that the Equal Opportunity Clause, prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sex or national origin codified as 41 CFR 60-1.4, is incorporated by reference in each nonexempt contract or purchase order which is presently existing or which may be entered into hereafter, between the undersigned and the Contractor.

B. AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

The undersigned agrees that the Affirmative Action Clause relating to the employment and advancement of disabled veterans and veterans of the Vietnam era, codified as 41 CFR 60-250.4, is incorporated by reference in each nonexempt contract which is presently existing or which may be entered into hereafter, between the undersigned and the Contractor.

C. AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

The undersigned agrees that the Affirmative Action Clause relating to the employment and advancement of qualified handicapped employees and applicants for employment, codified as 41 CFR 60-741.4 is incorporated by reference in each nonexempt contract which is presently existing or which may be entered into hereafter between the undersigned and the Contractor.

II. AFFIRMATIVE ACTION PROGRAMS

A. EQUAL EMPLOYMENT OPPORTUNITY

The undersigned agrees that if it has 50 or more employees and (1) has a subcontract of \$50,000 or more; or (2) has Government bills of lading which can be reasonably be expected to total \$50,000 or more in any 12-month period; or (3) serves as a depository of Government funds in any amount; or (4) is a financial institution which is an issuing and paying agent for U.S. savings bonds and savings notes in any amount, it will develop a written affirmative action compliance program for each of its establishments within 120 days from the commencement of this contract.

B. AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

The undersigned agrees that if it holds a contract of \$50,000 or more and if it has 50 or more employees, it will prepare and maintain an affirmative action program at each establishment setting forth its policies, practices and procedures relating to the employment and advancement of disabled veterans and veterans of the Vietnam era, in accordance with the provisions of 41 CFR 60-250.6. This program may be integrated into or kept separate from other affirmative action programs of the undersigned, but must be prepared with 120 days of the commencement of this contract.

C. AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

The undersigned agrees that if it holds a contract of \$50,000 or more and if it has 50 or more employees, it will prepare and maintain an affirmative action program at each establishment setting forth its policies, practices and procedures relating to the employment and advancement of handicapped workers in accordance with the provisions of 41 CFR 60-741.5. This program may be integrated into or kept separate from other affirmative action programs of the undersigned, but must be prepared within 120 days of the commencement of this contract.

III. STANDARD FORM 100 (EEO-1) REPORTS

If the undersigned is (1) not exempt from the provisions of the Equal Opportunity Clause; (2) has 50 or more employees; (3) is a prime contractor or first tier subcontractor; and (4) has a contract subcontract or purchase order amounting to \$50,000 or more or serves as a depository of Government funds in any amount or is a financial institution which is an issuing and paying agent for U.S. savings bonds and savings notes, the undersigned agrees that it will file with the appropriate Federal agency a complete and accurate report on Standard Form 100 (EEO-1) within 30 days after the signing of this agreement or the award of any such purchase order (unless such a report has been filed in the last 12 months), and agrees to continue to file such reports annually.

IV. CERTIFICATE OF NONSEGREGATED FACILITIES

In accordance with 41 CFR 60-1.8, the undersigned certifies that it does not and will not maintain any facilities it provides for its employees in a segregated manner, or permit its employees to perform their services at any location under its control where segregated facilities are maintained; and that the undersigned will obtain a similar certification to the award of any nonexempt subcontract.

LeChase Construction Services, LLC

205 Indigo Creek Drive , Rochester, NY 14626

EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

The employment policy of LeChase Construction Services, LLC is to provide equal opportunity to all persons. No employee or applicant for employment will be discriminated against because of race, color, gender, age, disability, religion, citizenship, national origin, veteran status, military service, marital status, sexual orientation, prior arrest or conviction record, gender identity and expression, genetic predisposition, information or carrier status, political activities, certain legal activities conducted outside of work hours, the choice to express breast milk in the work place and other Federal or State legally-protected classes. LeChase Construction Services, LLC will recruit, hire, train, and promote qualified individuals in all job titles, and ensure that all other personnel actions are administered without regard to race, color, religion, sex, protected veteran status, or disability in accordance with Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Assistance Act of 1974, which require affirmative action to ensure equal opportunity in all aspects of employment. LeChase Construction Services, LLC does not discriminate on the basis of national origin or citizenship status as provided under the Immigration Reform and Control Act of 1986.

To further implement these policies, LeChase Construction Services, LLC will continue to:

- A. Base decisions on employment so as to further the principle of equal employment opportunity;
- B. Insure that promotion decisions are in accordance with the principles of equal employment opportunity by imposing only valid requirements for promotional opportunities;
- C. Insure that all personnel actions (including but not limited to compensation, benefits, transfers, layoffs, return from layoffs, company-sponsored training, education, tuition assistance, social and recreational programs) are administered without regard to race, color, gender, age, disability, religion, citizenship, national origin, veteran status, military service, marital status, sexual orientation, prior arrest or conviction record, gender identity and expression, genetic predisposition, information or carrier status, political activities, certain legal activities conducted outside of work hours, the choice to express breast milk in the workplace and any other Federal or State legally-protected classes.

Employee and applicants shall not be subjected to harassment, intimidation, threats, coercion, or discrimination because they have engaged in or may engage in any of the following activities.

- A. Filing a complaint;
- B. Assisting or participating in an investigation, compliance evaluation, hearing, or any other activity related to the administration of affirmative action and equal opportunity regulations;
- C. Opposing any act or practice made unlawful by affirmative action and equal opportunity regulations, including Federal, State, and local law;
- D. Exercising any other right protected by affirmative action and equal opportunity regulations.

The Director of Human Resources, has been designated EEO Coordinator and is responsible for compliance with State and Federal equal opportunity employment laws, and for implementing the affirmative action program, including equal employment practices, monitoring, and internal reporting. Employees believing, they have not been treated in accordance with this policy are encouraged to contact the Department of Human Resources at 585-254-3510, during regular business hours. The affirmative action plan is available for review at the Director of Human Resources office during the business hours of 8:00 a.m. to 5:00 p.m. by appointment. Employees and applicants wishing to self-identify as a covered veteran or individual with disability, including voluntarily updating their disability status, or to request a reasonable accommodation necessary for the performance of the essential functions of a job, may do so by contacting the Director of Human Resources.

This policy statement has the support of the Chief Executive Officer. Equal employment opportunity is not only the law, but it is a principle of LeChase Construction Services, LLC.

Any questions regarding this notice should be directed to the Department of Human Resources at 585-254-3510.

SERVICE PROVIDER REQUISITION FOR PAYMENT

SERVICE PROVIDER AGREEMENT REQUISITION FOR PAYMENT

** THIS FORM, PROPERLY COMPLETED, INCLUDING SERVICE PROVIDER INVOICE MUST ACCOMPANY EVERY PAYMENT REQUEST FOR THIS PROJECT. **

CONTRACTOR / CONSTRUCTION MANAGER
 LeChase Construction Services, LLC
 205 Indigo Creek Drive
 Rochester, NY 14626

SERVICE PROVIDER
 VIP Structures, Inc.
 One Webster's Landing
 Syracuse NY 13202

PROJECT NAME: 1790114.-Nazareth Golisano Training Center **AGREEMENT #:** 1790114.001 **VENDOR #:** 30770
PAYMENT REQUEST NUMBER: _____ **DATE OF REQUEST:** _____ **INVOICE #:** _____
PAYMENT PERIOD FROM _____ **TO** _____ **PROGRESS** **FINAL**

STATEMENT OF AGREEMENT

\$ 200000.00	← AGREEMENT FOR: Pre-Engineered Metal Building
\$	ORIGINAL AGREEMENT DATE:
\$	← APPROVED CHANGES # _____ THROUGH # _____
MAXIMUM BILLING → \$	← TOTAL AGREEMENT TO DATE

STATEMENT OF REQUISITION

COMPLETED TO DATE	\$	
LESS PREVIOUS REQUISITION	\$	
CURRENT REQUISITION	\$	

CERTIFICATION, WAIVER, AND RELEASE

In support of this Requisition seeking payment from Contractor/Construction Manager ("Contractor") under the Agreement and for the Project defined above, I hereby certify on behalf of Service Provider as follows:

1. This Requisition seeks payment for the actual value of accomplishments (work performed and materials supplied) to the end of the covered payment period under the terms of the Agreement, including all authorized changes thereto.
2. Service Provider has made payment, less applicable retention, through the period covered by previous requisitions, for all sums owed relating to the Agreement (including, without limitation, materials, goods, equipment, labor, union fringes or deductions, and lower-tier subcontracted work).
3. Service Provider has complied with all applicable federal, state, and local tax and/or labor laws, (including, without limitation, Social Security, unemployment, workers' compensation, and prevailing wage) relating to the Agreement.
4. Service Provider warrants and represents that it has made no assignment of its rights to payment or to file a lien in connection with the Project.
5. Service Provider hereby approves any change order document issued by Contractor covering work for which payment is sought in whole or in part by this Requisition, even if Service Provider has not yet executed the change order document.
6. The person signing below has authority from Service Provider and has personal knowledge that this Requisition and all statements herein are true and correct.

For valuable consideration, Service Provider hereby waives and releases any and all claims and/or lien rights which Service Provider may now have relating to the Agreement, through the payment period covered by this Requisition. This waiver and release is unconditional, except that it is conditional on receipt of payment to the extent of funds sought by this Requisition.

Date: _____ **VIP Structures, Inc.**

SUBSCRIBED AND SWORN TO, BEFORE ME, THIS
 _____ **day of** _____

Notary Public _____ **BY:** _____

My Commission Expires: _____

FOR LECHASE CONSTRUCTION SERVICES, LLC USE ONLY:
Approved By: _____ **Comments:** _____ (Rev 07/13)

SAMPLE INSURANCE CERTIFICATE



CERTIFICATE OF LIABILITY INSURANCE (Sample) Date (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown (585) 232-4424 45 East Avenue Rochester, NY 14604 *PLEASE FORWARD THIS DOCUMENT TO YOUR INS. AGENT*		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID#	FAX (A/C, No):
INSURED VIP Structures, Inc. One Webster's Landing (Sample) Syracuse, NY 13202		INSURER(S) AFFORDING COVERAGE NAIC#	
		INSURER A: ABC COMPANY INSURER B: A RELIABLE INSURANCE CO. INSURER C: A RELIABLE INSURANCE CO. INSURER D: A RELIABLE INSURANCE CO.	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	X	01234567-1	DATE	DATE	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$5,000
							PERSONAL & ADV INJURY \$1,000,000
							GENERAL AGGREGATE \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						PRODUCTS- COMP/OP AGG \$2,000,000
	POLIC Y <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY	X	X	01234567-1	DATE	DATE	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						
<input checked="" type="checkbox"/> NON-OWNED AUTOS							
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	X	X	01234567-1	DATE	DATE	EACH OCCURRENCE \$5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$5,000,000
	DEDUCTIBLE \$						
	RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	N/A	X	01234567-1	DATE	DATE	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER /MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/>						E.L. EACH ACCIDENT \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000
B	OTHER:			7654321-0	DATE	DATE	\$5,000,000 (per occurrence/aggregate)
	POLLUTION LIABILITY (REQUIRED for all Hazardous Material Contractors) Asbestos, Lead and Mold Work Site Hazardous Materials Work						\$5,000,000 (per occurrence/aggregate)
	PROFESSIONAL LIABILITY (REQUIRED for Design Work or Professional Services)						\$2,000,000 (per occurrence/aggregate)

PER PROJECT AGGREGATE APPLIES TO GENERAL LIABILITY POLICY. **LECHASE CONSTRUCTION SERVICES, LLC; Nazareth College**, THEIR AFFILIATES, AND ANY OTHER PARTY NOTED IN THE CONTRACT DOCUMENTS ARE NAMED ADDITIONAL INSURED ON ALL POLICIES INCLUDING ONGOING AND COMPLETED OPERATIONS ON A PRIMARY AND NON-CONTRIBUTING BASIS EXCEPT WORKERS COMPENSATION WITH RESPECT TO JOB/PROJECT 1790114. - **NAZARETH GOLISANO TRAINING CENTER**. WORK PERFORMED. SUBCONTRACTOR WAIVES ALL RIGHTS AGAINST LeChase Construction Services, LLC AND OWNER, AND THEIR OFFICERS, DIRECTORS AND EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, AND ASSIGNS FOR RECOVERY OF LOSSES, EXPENSES OR DAMAGES TO THE EXTENT COVERED BY AVAILABLE INSURANCE. (PLEASE ATTACH COPY OF ADDITIONAL INSURED FORM, ACCEPTABLE FORM CG 20 10 11 85). (Sample - December 2014)

CERTIFICATE HOLDER LeChase Construction Services, LLC 205 Indigo Creek Drive Rochester, NY 14626 (Sample)	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE (Sample)
ACORD 25 (2010/05)	@1988-2010 ACORD CORPORATION. All rights reserved.



SAMPLE INSURANCE CERTIFICATE

The ACORD name and logo are registered marks of ACORD

SAMPLE INSURANCE CERTIFICATE

ENDORSEMENT #

This endorsement, effective 12:01am

Forms a part of policy #:

Issued to:

By: LEXINGTON INSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY
ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS
(FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

SAMPLE

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “Your Work” for that insured by or for you.

Authorized Representative

CG 20 10 11 85 Copyright, Insurance Services Office, Inc.