

75 Thruway Park Drive
West Henrietta, NY 14586

Ph : (585) 334-4490
Fax: (585) 334-4925

This Agreement made 06/28/2013 by and between:

LECESSE Construction Services LLC
75 Thruway Park Drive
West Henrietta, NY 14586

Hereinafter called "LECESSE"

Hereinafter called "Supplier"

The project name is:

The Owner is:

The Architect is:

Whereas LECESSE has entered, or is about to enter, into a General Contract with the Owner in accordance with plans and specifications prepared by the Architect for the Project referenced above, the parties agree that "Supplier" shall, in place of LECESSE, perform part of said contract.

This Agreement consists of 7 pages plus attachments as listed below.

Attachment "A"-	LECESSE Standard Purchase Contract Conditions	3/25/2008 v2.5
Attachment "B"-	Contract Document List dated:	
Attachment "C"-	Project Progress Schedule	
Attachment "D"-	Billing Instructions	
Attachment "E"-	Tax Exemption Certificate	
Attachment "F"-	Not Used	N/A
Attachment "G"-	Vendor Safety Violation Policy	12/7/2007 v1.9
Attachment "H"-	Additional Insured	
Attachment "I" -	List of Subcontractors/Suppliers	
Attachment "J" -		
Attachment "K"-		
Attachment "L" -		
Attachment "M"-		
Attachment "N"-		

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Article 1 THE CONTRACT DOCUMENTS

The Contract Documents for the Project include this Purchase Contract and all attachments hereto, and all Contract Documents between the Owner and LECSSE, as that term is defined in the General Contract which is incorporated herein by reference, and include, but are not limited to, the following:

1.1 DRAWINGS AND SPECIFICATIONS

The Drawings and Specifications prepared by the architect for this project are listed as follows:

See Attachment "B" - Contract Document List

1.2 ADDENDA

Article 2 ALTERNATES

2.1 The Alternates listed below apply to this Project. Those listed as accepted have been accepted by the Owner and the amounts listed have been incorporated into the total Contract Price.

The work described in the Alternates listed as accepted is included in the scope of work of this agreement.

Those listed as On-hold have not been incorporated into the Contract Price but may be incorporated into the scope of work via change order at the price listed until the date listed.

Those listed as rejected have not been incorporated into the Contract Price and will not be a part of the scope of work of this agreement.

2.2 List of Alternates

See Specification Section for complete alternate descriptions.

<u>Status</u>	<u>Description</u>	<u>Amount</u>	<u>Final Acceptance Date</u>
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Article 3 - ALLOWANCES

The following allowances are included in the Contract Price.

Job Depending

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Article 4 - SALES AND USE TAXES

4.1 This project is not Exempt from sales taxes in accordance with the laws of the state in which the project is located.

Job Depending

Article 5 - WAGE RATES

5.1 There are no special wage requirements for this project. Subcontractor must comply with all Federal and State labor and wage laws and requirements.

Article 6 - M/WBE REQUIREMENTS

6.1 LECESSE is an Equal Opportunity Employer and encourages participation of Minority and Women Owned Business Enterprises in this project.

6.2 There are no Owner mandated or statutory M/WBE business utilization goals for this project.

Job Depending

6.3 There are no Owner mandated or Statutory W/MBE workforce utilization goals for this Project.

Job Depending

Article 7 - SCHEDULE and SAFETY VIOLATION PROGRAM

7.1 Subcontractor must complete the Work in accordance with Project Progress Schedule (Attachment *C*) unless noted otherwise in this Agreement.

7.2 Subcontractor agrees to participate in and be governed by LECESSE'S Vendor Safety Violation Policy - Attachment *G*.

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Article 8 - INSURANCE Insurance coverage as described below shall be provided by Supplier with the following minimum limits

Minimum Limits

8.1 Type of Insurance

8.1.1	General Liability	General Aggregate (applies per project)	\$2,000,000.00
8.1.2		Products-completed operations Aggregate	1,000,000.00
8.1.3		Personal and Advertising Injury	1,000,000.00
8.1.4		Each Occurrence	1,000,000.00
8.1.5		Fire Damage (any one fire)	50,000.00
8.1.6		Medical Expense (any one person)	5,000.00
8.1.7	Automobile Liability	Combined Single Limit	1,000,000.00
8.1.8	Excess Liability	Each Occurrence	5,000,000.00
8.1.9		Aggregate	5,000,000.00
8.1.10	Workers' Compensation		Statutory
8.1.11	Employers' Liability	Each accident	1,000,000.00
8.1.12		Disease - Policy Limit	1,000,000.00
8.1.13		Disease - Each employee	1,000,000.00
8.1.14	Owned/rented Equipment	Replacement Cost	50,000.00

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8.2 All insurance shall be on an occurrence basis. Except where a special limit or a LECESSE corporate limit is listed above, all insurance shall be in amounts equal to or greater than those required of LECESSE under the General Contract. The name of the Project shall appear on the certificate. Supplier must supply an additional insured clause/endorsement that does not contain any exclusions related to "Labor Law" or "Action Over" claims.

8.3 The companies listed below must be listed as additional insured on a primary and noncontributing basis.

Job Depending

8.4 Supplier will provide a 30-day notification to LECESSE and Owner in the event of cancellation, amendment or non-renewal.

8.5 If Supplier fails to procure and maintain such insurance; LECESSE shall have the right, but not the obligation, to procure and maintain the said insurance for and in the name of Supplier, and Supplier shall pay the cost thereof.

8.6 All insurance shall be provided by insurance carriers licensed and admitted to do business in the State where the project is located and must be rated "A-VII" or better by A.M. Best (Current Rate Guide).

8.7 In no event shall this coverage contain a residential exclusion.

8.8 Supplier shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured **for at least three (3) years after completion of the Work.**

8.9 Accident Reporting

Any event of loss, damage, injury, or death to any person (whether employed by the Supplier or not) or to any property on or about the Project Site that the Supplier (or its Suppliers) becomes aware of, must be reported to LECESSE immediately.

A written incident report describing the accident or loss must be filed with LECESSE within twenty-four (24) hours of said accident or loss.

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Article 9 - SCOPE OF WORK, UNIT PRICES, SPECIAL ALTERNATES

9.1 Definitions

- 9.1.1 Furnish** Means supply and deliver F.O.B. to Project Site, unload as directed and leave in a secure and protected place as specified and directed by LECESSE. Leave ready for unpacking, assembly, installation and similar operations.
- 9.1.2 Install** Means, at the Project Site, unload, store, secure, unpack, move to point of use, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean and perform all operations which make the Work complete and ready for the intended use.
- Install also includes providing all scaffolding, hoisting, fasteners, adhesives, tools, equipment and all things necessary to complete the installation.
- 9.1.3 Provide** Means to Furnish and Install, complete and ready for the intended use.
- 9.1.4 Remove** Means to unfasten, disconnect, separate and legally dispose of off the project site. Utilities to remain shall be removed to the extent indicated and capped or terminated as and where indicated. Remove also includes providing all scaffolding, hoisting, labor, equipment, tools and all things necessary to accomplish the removal. Unless stated otherwise, removed items become the property of Subcontractor.
- 9.1.5 Extract** Means the same as Remove with the added requirement that the item(s) removed must be removed without damage and, after removal, be suitable for reuse, reinstallation or turnover to others. Extracted items remain the property of their original owner and shall be left in, or transported to, a secure and protected storage place as indicated or as directed by LECESSE.
- 9.1.6 Reinstall** Means the same as Install except that it applies to items which have been Extracted and stored.

9.2 Scope of Work

The Scope of Work called for herunder, and referred to throughout this Agreement as the "Work", subject to the conditions appearing herein, is as follows:

- 9.2.1** Furnish all materials, tools, equipment, services, and all things necessary to perform the **MILLWORK** work as defined in this Agreement. Note: the words in bold on the previous line are not intended to define or limit the Scope of Work. They are used as a shorthand title for the entire Scope of Work defined in this Agreement and the Contract Documents.
- 9.2.2** All Work is to be performed complete in accordance with this Agreement and the Contract Documents.
- 9.3 Items included in the Scope of Work**
- 9.3.1** Subject to the more specific paragraphs which follow, the Scope of Work includes, but is not limited to:
- 9.3.1.1** All Division 0 and Division 1 sections of the Specifications. These are applicable and are included in the Work for establishing the general requirements for administration, procedures and temporary measures to carry out the work.

The Scope of Work Continues on the following page(s)

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Article 10 - CONTRACT PRICE

The amount to be paid byLECESSE to Subcontractor, out of funds received from the Owner, for satisfactory performance and completion of the Work and of all of the duties, obligations and responsibilities of the Subcontractor under this Agreement shall be as shown below.

CONTRACT PRICE is:

Article 11 - TASK CODE DISTRIBUTION

Task Code	Ex	Description	Total to Distribute :
			Total Distributed \$

Note: This Agreement may be transmitted and executed electronically or by facsimile and in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

Accepted By:

LECESSE Construction Services LLC

By: _____
Subcontractor

By: _____

Title: _____

Title: _____

Signature _____

Signature _____

Date: _____

Date: _____

Witness: _____

Witness: _____

ATTACHMENT A

LECESSE STANDARD PURCHASE CONTRACT CONDITIONS

A. The Work

Supplier agrees to perform and complete the Work (as that term is defined in this Purchase Contract) according to the General Contract, the plans, specifications, all addenda, and all other duly promulgated related documents (referred to collectively as the "Contract Documents"), and there shall be no departure by Supplier therefrom without the prior knowledge and written consent of LECESE. All changes, additions or omissions in the Work ordered in writing by LECESE shall be deemed to be a part of the Work hereunder. As it pertains to the Work, Supplier is to provide, where necessary, all tests, inspections, transportation, cartage, guarantees, insurance and all other things necessary, unless otherwise agreed upon in writing by LECESE.

B. Shop Drawings

All shop drawings and samples shall be completed by Supplier and provided to LECESE within twenty (20) days from the date of this Agreement unless otherwise specifically provided for herein. Failure on the part of Supplier to secure approval of shop drawings and/or samples meeting the intent of the Contract Documents will not justify delay in delivery or performance under this Agreement. Approval of shop drawings or submittals does not relieve Supplier from complying with requirements of the Contract Documents, from coordinating the shop drawings with the requirements of the Work, or from the consequences of errors and omissions in the shop drawings.

C. Dimensions

Supplier shall take and be fully responsible for any and all field dimensions necessary for the proper fit of the Work. Supplier shall perform and be responsible for the proper layout and fit of its Work. Supplier shall do all cutting, patching, and fitting and/or replacement of its Work which may be necessary to fit it to receive or be received by the work of other contractors.

The Supplier shall not damage or endanger a portion of the work or fully or partially completed construction of the Owner or separate contractor by cutting, patching, fitting or otherwise altering such construction or by excavation. The Supplier shall not cut or otherwise alter such construction by the Owner or separate contractor except with the written consent of LECESE.

D. Changes in the Work

If Supplier wants to request any deviation from the Contract Documents, Supplier shall not communicate any such suggested change or departure directly to the Owner or the Architect/Engineer, but only through the authorized representatives of LECESE. Supplier shall not make any changes, additions and/or omissions in the Work except upon written order of LECESE.

LECESE reserves the right, from time to time, whether the Work or any part thereof shall or shall not have been completed, to make changes, additions and/or omissions in the Work as it may deem necessary, upon written order to Supplier. The value of the Work to be changed, added or omitted shall be stated in said written order and shall be added to or deducted from the Contract Price.

The value of the work to be changed, added or omitted shall be determined by one of the following methods:

1. A lump sum or unit pricing, if any, stipulated elsewhere in this Agreement for such work.
2. By adding or deducting a lump sum agreed upon between the parties.
3. By adding or deducting an amount determined by a unit price agreed upon between the parties hereto.

Should the parties be unable to agree on the value of the Work to be changed, added or omitted, Supplier will proceed with the Work promptly under the written order of LECESE in which order the value of the work as determined by LECESE shall be stated, and the determination of the value of the work shall be determined as described in Section T hereof.

E. Quality of the Work

All of the Work will be performed to the satisfaction of LECESE, the Architect/Engineer, Engineer and Owner and/or their authorized representatives. Supplier, its sub-Suppliers, agents, suppliers and manufacturers shall be jointly and severally responsible and liable for the quality and acceptability of all Work required by this Agreement and, even though a separate Subcontract may have been issued for installation, this fact will not be deemed to release Supplier from responsibility for defective work or materials. Any Work of Supplier (whether or not incorporated into the Work) which fails to comply with the Contract Documents shall be removed and replaced by Supplier, at Supplier's own cost and expense, within 24 hours after written notice from LECESE to such effect. If Supplier fails to comply with this provision, LECESE may, at its sole discretion, perform such work and charge Supplier all costs associated with correction of the work.

In the event that the materials or any part thereof, which are the subject matter of this Purchase Contract are treated

as unit price items, the materials will be in quantities as periodically ordered by the Project Superintendent who shall issue an individual Purchase Order referring to this Purchase Contract. Also all delivery tickets must be signed by an authorized employee of LECESSE. LECESSE is to be provided a copy of the signed delivery ticket for its record at the time of such delivery.

In the event that concrete is a material involved in this Purchase Contract, Supplier agrees that all concrete delivered will meet the required strength and other requirements and specifications as called for in the attached Scope of Work and the related Contract Documents. In the event that any concrete must be removed due to its failure to meet the specified strength or other requirements, such removal and replacement and payment for related or resultant damages to other work in place will be at the sole expense of Supplier.

Masonry units delivered under this Purchase Contract must be free from any chippage, spalling, cracking or any other damage or defect. Any masonry unit not meeting the specifications and requirements of the related Contract Documents shall be removed immediately and be replaced by Supplier. In the event that any masonry unit must be removed due to its not meeting the specified requirements, such removal and replacement, and payment for related or resultant damages to other work in place shall be at the sole expense of Supplier. All associated costs will be charged to Supplier as provided in Paragraph T hereof.

F. Warranty/Guarantee

Supplier warrants to LECESSE, Architect/Engineer and Owner that material, services and equipment furnished under this Contract will be of good quality and new, unless otherwise required or permitted by the Contract Documents, that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Unless otherwise provided for herein or in the related Contract Documents, Supplier fully guarantees to LECESSE and Owner all of its work, to be free of any defects, for a period of one (1) year from final acceptance by the Owner, or for such longer period required by the Contract Documents. As a condition of final payment, Supplier shall provide to LECESSE copies of all guarantees and/or warranties Supplier receives from any supplier, materialman or sub-Supplier. Supplier shall enforce all such guarantees and warranties at its own cost and expense; provided, however, upon LECESSE's request, Supplier shall assign to LECESSE the right to enforce any such guarantee or warranty or, if such an assignment is not permissible, Supplier hereby authorizes LECESSE to enforce any such guarantee or warranty in Supplier's name at Supplier's expense.

G. Time of Completion

1. All work shall be commenced and completed in accordance with the schedule as established by LECESSE and/or in accordance with Project progress in a manner to not cause any delays. Time is of the essence on the part of Supplier. Supplier understands that its work must be performed in accordance with specific dates established by LECESSE to allow all preceding and following trade work to be performed in sequence to meet the overall Project completion date.

2. Final and interim completion dates established by LECESSE for the Project have been provided to Supplier in a Progress Schedule which is part of this Agreement. Supplier acknowledges that it has received a Progress Schedule. It is understood that the nature of this Project is such that Supplier should expect that, from time to time, the Progress Schedule may be modified to accommodate ordinary construction conditions and Supplier agrees to be bound accordingly. Supplier shall participate and cooperate in the development of schedules and other efforts to ensure timely completion of the Project.

Time is of the essence on the part of Supplier. Failure of delivery in accordance with the time(s) for delivery specified herein (after 3 days final notice, written or verbal) constitutes a default by Supplier. LECESSE under such default may procure products and services from another source of supply, and all resulting costs, including consequential damages which are involved, will be charged to Supplier. In the event that the amount otherwise due and owing from LECESSE to Supplier is insufficient, Supplier agrees to be further indebted to LECESSE for the balance. Delivery shall not be deemed to be complete until materials have been actually received and accepted by written authorization of an employee of LECESSE, notwithstanding any agreement to pay freight, express or other transportation charges. The risk of loss or damage in transit shall be upon Supplier.

Failure upon the part of Supplier to perform the work as scheduled resulting in the possibility of damage to related work of LECESSE or other sub-contractors or suppliers will result in LECESSE taking action to adequately protect work as noted above at the expense of Supplier. Supplier shall be charged in accordance with Paragraph T hereof.

3. Should Supplier be delayed, obstructed or hindered in the prosecution of the Work by any cause whatsoever, not in any way chargeable to Supplier, then Supplier shall be granted an extension of time for a period equivalent to time lost by such delay, obstruction or hindrance, provided that (a) Supplier notifies LECESSE in writing of the cause or causes of such delay, obstruction or hindrance within 48 hours of the commencement thereof and (b) Supplier demonstrates that it could not have anticipated or avoided such delay, obstruction or hindrance and has used all means to minimize the consequences thereof. Notwithstanding the foregoing, if the General Contract does not permit granting such time extension, then the provisions of the General Contract shall govern. Supplier expressly agrees that its sole remedy for delays in the prosecution of the work, not in any way chargeable to Supplier, will be an extension of time for the period of such delay.

4. The Supplier will be responsible for any damages (including liquidated damages if called for by the General Contract) due to its failure to perform in a timely manner. Supplier will promptly on demand pay to

LECESSE Standard Purchase Contract Conditions

Version 2.3 October 11,2005 = Atapc 2.3

LECESSE any liquidated damages in proportion to which Supplier's responsibility bears to the total amount which LECESE becomes obligated to pay to Owner arising in whole or in part from a failure of Supplier to perform its obligations under this Agreement.

5. Supplier agrees that it shall not be entitled to or claim any cost reimbursement, compensation or damages for any delay, obstruction or hindrance to the Work, including without limitation, any delay, obstruction or hindrance caused by the act or failure to act of the Owner, Architect/Engineer, LECESE or any of LECESE's other Suppliers or suppliers, except to the extent and amount that LECESE is entitled to corresponding cost reimbursement under the General Contract and then only in the proportion which Supplier's cost incurred bear to the total costs for which LECESE actually receives payment from the Owner on account of such delay, obstruction or hindrance. Except as specifically provided in the immediately preceding sentence, Supplier's sole remedy for any such delay, obstruction or hindrance will only be an extension of time as provided herein, and Supplier shall not be entitled to any monetary compensation for such delay, obstruction or hindrance.

6. In no event will LECESE be liable to Supplier for any costs or damages of any nature arising out of a delay in the progress of the Project whether caused by the acts or failure to act of the Owner, Architect/Engineer, LECESE or of any of LECESE's other suppliers or otherwise.

H. Allowances

Supplier agrees that it has included in the Contract Price all allowances as are provided for in the Contract Documents. Unless otherwise noted in the Contract Documents or this Agreement, these allowances will cover the net cost of materials and equipment delivered to the Premises, all applicable taxes, less applicable trade discounts. Supplier's costs for unloading and handling on the Premises, overhead, profit and other expenses contemplated for stated allowance amounts will be included in the Contract Price and not in the allowances. Whenever Supplier's costs are more or less than the allowance, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect the difference between the actual costs and the allowances under this Section.

I. Sales Tax

1. The Supplier will furnish a complete labor and material breakdown to the satisfaction of LECESE, which breakdown or itemization will become a part of this Agreement, and Supplier agrees to cooperate with Owner and LECESE to obtain and/or retain any exemption from taxes obtainable by either or any of them. Supplier agrees that all taxes are included in its Contract Price unless otherwise specifically stated and agreed to by LECESE in writing.

J. Payments

1. All payments, or partial payments, made by LECESE to Supplier hereunder shall be held in trust and used for the payment of labor, equipment and materials purchased for the Project and for payment of suppliers and sub-Suppliers of Supplier (if any), all in accordance with the requirements of the _____ State Lien Law. Upon receipt of such payments from LECESE, Supplier shall immediately pay its related suppliers and sub-Suppliers. At its sole discretion, LECESE may require from the Supplier, and Supplier shall promptly provide, a complete and accurate list of all such suppliers and sub-Suppliers, the value of the contract with each, waiver of lien from, and evidence of payment to any of the suppliers and/or sub-Suppliers in the form of paid invoices, receipts or other satisfactory evidence pertaining specifically to this Project prior to issuance of any further partial or final payments. LECESE must receive payment from the Owner for the Supplier's work as a condition precedent to LECESE's obligation to make payment to the Supplier regardless of the reason for Owner's nonpayment, whether attributable to the fault of the Owner, the Contractor, the Supplier or any other cause. In the event, through no fault of the Supplier, payment is not received by LECESE from the Owner within 90 days of the date it is due, then and in that event, payment shall not be due the Supplier until either an additional 90 days has elapsed from the date payment should have been received by LECESE from the Owner or until LECESE (at its option) has exhausted all of its remedies under the _____ State Lien Law to receive payment from the Owner, whichever date is later. Payment as used throughout these Purchase Contract Conditions shall be construed as including retainage, progress payments, payment for change orders, extra work and final payment.

2. Supplier will submit 14 days prior to its first requisition for payment a detailed schedule, satisfactory to LECESE, showing the breakdown of the Contract Price into its various parts for use only as a basis for checking the Supplier's monthly requisitions. Subcontractor will, unless required by the contract documents or directed by LECESE's representative use AIA forms G702 and G703 to prepare their requisitions for payment.

3. Subject to the terms of Paragraph (1) above, provided Supplier's requisition is in LECESE's office on or before the day of the month established by LECESE as requisition cut-off date, LECESE agrees to make partial payments hereunder on or about the 30th day of the following month. LECESE will withhold 10% of each payment application as retainage. Final payment of retainage and other withheld sums shall be paid to Supplier upon approval by the Owner, Architect/Engineer and LECESE of the Supplier's work and is conditioned further upon satisfactory evidence having been received by LECESE that all labor, and fringe benefits, payroll taxes, pension, apprentice training programs, employee vacations, insurance premiums and similar funds and payments as required by applicable union agreements and the Labor Law of the state where the Project is located as well as suppliers and sub-Suppliers of Supplier to any tier required by lien laws have been paid in full and all reporting is complete. Where applicable, such final payment will also be conditioned on a consent of surety.

4. In the event LECESE fails to make any partial or final payments in accordance with the terms of this Agreement, LECESE will not be liable to Supplier for any interest or other charges, unless LECESE successfully recovers interest or other charges from Owner or such other person or persons LECESE believes to be liable for same.

Supplier agrees not to assert against LECESSE any claim for interest or other charges for any such failure upon the part of LECESSE to make such partial or final payment.

5. All rights to payment Supplier may have pursuant to the terms of any performance or payment bond issued on behalf of LECESSE are hereby expressly conditioned upon and subject to the requirements and terms for payment set forth in this Section

K. Payments Withheld

1. In the event that a lien is filed by any party which relates to the supplying of labor, equipment, tools or other things or material within the scope of Work which is the obligation of Supplier hereunder, Supplier assumes responsibility for all expenses incurred as the result thereof, including but not limited to costs and attorneys' fees incurred by LECESSE to secure the discharge of the lien and to defend any lien foreclosure action. In such event, (lien filing with or without foreclosure) LECESSE may withhold moneys due and owing Supplier to the extent LECESSE, in its sole and complete discretion, shall deem necessary to fully reimburse LECESSE for those costs. The terms of this Section shall also apply in the event of any other type of litigation involving alleged non-payment for materials or labor hereunder. Supplier agrees to cause any such lien to be bonded or otherwise discharged at Supplier's expense, as soon as possible after notice of filing, and in no event later than fifteen (15) days after such notice.

L. Relationship of Payments to Acceptance

1. No payment (final or otherwise) made under or in connection with this Agreement shall be conclusive evidence of the performance of the Work under this Agreement, in whole or in part, and no such payment shall be construed to be an acceptance of any Work or materials, including without limitation, defective, faulty or improper work; nor shall it release Supplier from any of its obligations under this Agreement; nor shall entrance and use by the Owner constitute acceptance of the Work or any part thereof. In furtherance, and not in limitation of the foregoing, partial payment or certificate of payment to the Supplier shall not constitute acceptance of any Work. The foregoing notwithstanding, acceptance of final payment by Supplier shall operate as a waiver and release of any and all claims by Supplier regarding performance by LECESSE under this Agreement, except for any claim previously made in writing in accordance with this Agreement and the Contract Documents.

M. Claims or Mechanic's Liens

1. Supplier agrees that all claims for additional costs, extensions of time and other claims pertaining to its Work shall be submitted to LECESSE in writing within three (3) days from the event giving rise to such claim. Failure to make a claim in writing within 7 days of the event giving rise to such claim will operate as a waiver of said claim by Supplier. Notwithstanding any dispute which may arise concerning costs or time extensions, Supplier must proceed with the Work if so ordered in writing by LECESSE. In the event of failure to agree upon Supplier's claim, it shall be submitted for resolution by a method acceptable to both parties.

2. No mechanic's lien or claims shall be filed for work for which payment has been made to Supplier.

3. In the event that LECESSE is notified by any supplier of materials, equipment or labor to the Supplier for Work within the scope of work of this Agreement, of non-payment of moneys due to said supplier of labor, equipment or materials, LECESSE may, at its discretion, take any remedy, including direct payment to said supplier or sub-Supplier or issuance of a joint check to the Supplier and said supplier or sub-Supplier, in an effort to guarantee the lien free completion of the Project. LECESSE may deduct the amount so paid from the amount that would otherwise be payable to Supplier hereunder. In the event LECESSE is so notified, and whether or not LECESSE advances any such payment on Supplier's behalf, LECESSE, at its sole discretion, may increase the retainage amount from that stated in this Agreement to twenty five percent (25%) or an amount deemed appropriate by LECESSE. Nothing herein shall be construed as creating any direct obligation or liability of LECESSE to any third party.

N. Termination of Work

1. In the event that the Work called for hereunder or the entire work required of LECESSE is stopped for a period of thirty (30) days pursuant to an order of any court or other proper authority of competent jurisdiction, due to no act or fault of LECESSE or Supplier (their agents or employees) or any other persons or parties performing any of the work under a contract with LECESSE, or if the entire work of Supplier should be stopped for a period of thirty (30) days by LECESSE due to Architect/Engineer's failure to issue a certificate of payment or the Owner's failure to make payment thereon, then LECESSE, upon seven (7) days written notice to the Supplier, may terminate this Agreement with Supplier. In the event of such termination, the absolute limitation of LECESSE's liability to Supplier for termination shall be to compensate Supplier, should Supplier be without fault, proportionately to the amount LECESSE is able to recover from the Owner. Such proportionate recovery shall be computed based upon the percentage of completion of the Work required herein and supported by cost records as produced by Supplier to LECESSE.

2. In the event Supplier enters voluntarily or involuntarily into bankruptcy or makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of Supplier's insolvency or Supplier fails to make required payments to any federal, state or local taxing authority and thereby incurs any tax lien filed against the Project, this Agreement or LECESSE, or if Supplier refuses or fails to supply adequate and proper materials or otherwise fails to perform its required Work then, in that event, Supplier agrees that, upon the giving of three (3) days notice, LECESSE may terminate this Agreement without any recourse by Supplier to LECESSE. No further payment of amounts owed to Supplier shall be made by LECESSE to any court, referee, trustee or taxing authority unless such entity assumes all of the statutory,

warranty and guarantee liability of the Supplier with respect to the Project; and LECESSE may hold Supplier liable for any and all damages sustained by LECESSE arising out of or relating to such termination and the events upon which such termination was based and may exercise any other available legal or equitable remedies.

3. LECESSE shall have the right at any time, by written notice to Supplier, to terminate this Agreement without cause and require Supplier to cease work hereunder. In the event of such termination for convenience, Supplier shall be entitled to payment pursuant to the terms of this Agreement for all work performed as of the date of termination which complies in all respects with the Contract Documents and this Agreement. However, Supplier shall only be entitled to payment computed in accordance with Section D on that portion of the Work actually performed and approved for payment to the date of termination together with retainage held upon payments made prior thereto. Supplier waives any claim for loss of anticipated profits or any other consequential damages in the event LECESSE exercises its rights under this paragraph.

O. Insurance

1. Prior to performance under this contract, Supplier, at its own cost and expense, will furnish and maintain to the satisfaction of LECESSE such insurance as may be necessary or prudent to meet Supplier obligations under this Agreement (including contractual liability endorsements) including, without limitation, its obligations under this Section O and Section P.

2. Supplier will obtain and maintain Workers' Compensation or equivalent insurance coverage as required by the law of the state in which the Project is located. Supplier will give evidence to LECESSE that any person or party working for Supplier either as a sub-Supplier, employee, materials supplier or otherwise, is also covered by Worker's Compensation or equivalent insurance should such person or party come within the purview of the Worker's Compensation Act or equivalent statute of the state in which the Project is located.

3. All insurance will be on an occurrence basis and in amounts equal to that required of LECESSE under the General Contract and further, will comply with minimum amounts established by LECESSE. All insurance will be written in compliance with the laws and promulgated regulations of the state in which the Project is located.

4. The certificates for all insurances required will be submitted to LECESSE and shall be endorsed or otherwise bear written evidence of the applicability to this Agreement; and Supplier will also provide to LECESSE one copy of each insurance policy if requested by LECESSE. Progress payments may be withheld in the event Supplier fails to maintain the required insurance or fails to submit certificates to LECESSE when requested. All insurance required must be in effect prior to the commencement of any work and remain in effect until the Work is finally accepted by the Owner. All policies must name LECESSE and the Owner as additional insureds on a primary and noncontributing basis for all liability policies and provide for mandatory 30 day notification to LECESSE and Owner in the event of cancellation, amendment or non-renewal.

5. If Supplier fails to procure and maintain such insurance, LECESSE will have the right, but not the obligation, to procure and maintain the said insurance for and in the name of Supplier, and Supplier shall pay the cost thereof and shall furnish all necessary information to make effective and maintain such insurance or, at LECESSE's option, LECESSE may offset the cost incurred by LECESSE against amounts otherwise payable to Supplier.

P. Indemnification

To the fullest extent permitted by law, Supplier hereby agrees to indemnify and hold harmless LECESSE, and the party known and designated as the Owner and/or Builder, their officers, representatives, agents and employees (individually and jointly the "Indemnified Party") from and against any and all claims, suits, actions, debts, damages, fines, penalties, costs, charges and expenses, including court costs and attorneys fees, arising out of, relating to or resulting from performance of Supplier's Work, whether or not such claims or suits arise under statute, to the extent caused in whole or in part by acts, actions, omissions, negligence, fault or breach of the Supplier, its employees, agents, sub-Suppliers and/or suppliers. This indemnification shall apply whether or not the related claims, suits, actions, debts, damages, costs, charges and expenses, including court costs and attorneys' fees, shall arise at the Premises or elsewhere. This paragraph shall include without limitation fees and disbursements of counsel incurred by the Indemnified Party in any action or proceeding commenced by a third party relating to the work to be performed by Supplier or in any way arising out of enforcement of the Indemnified Party's rights under this Section.

Q. Patents and Royalties

Supplier, without being entitled to any additional compensation hereunder, shall pay for all patent fees, royalties or license fees required in connection with its Work or any part thereof and shall fully indemnify LECESSE for any loss on account of infringement of any trademark, copyright or patent right in accordance with Section P. Supplier further shall indemnify LECESSE against any expenses including attorneys' fees or work interruption arising from litigation which may arise in whole or in part from the use of materials, equipment or processes for which trademark, copyright, license or patent rights do or are claimed to apply.

R. Compliance with Law and Permits

1. Supplier shall perform all of its work in strict compliance with all applicable local, state and federal laws, rules and regulations. Supplier shall comply with all statutory and other safety requirements applying to its work and/or initiated by LECESSE, including without limitation, 29 CFR Part 1926 - OSHA Safety and Health Standards for the Construction Industry, as well as 29 CFR Part 1910 - OSHA General Industry Safety and Health Standards Applicable to

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Construction, as published by the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA). Supplier shall immediately notify LECESSE orally, and shall give written notice to LECESSE within one (1) day, of the occurrence of any personal injury, whether to an employee or to a member of the public, or of any property damage. Supplier agrees to be bound by, and at its own cost comply with, all federal, state and local laws, ordinances, regulations applicable to Supplier's Work, Including but not limited to equal employment opportunity, minority, women's and disadvantaged business enterprise requirements.

2. Supplier shall be bound by all existing contractual requirements of the General Contract between LECESSE and the Owner, federal, state and local statutes, rules and regulations and executive orders regarding affirmative action for minorities and minority business enterprises and equal employment opportunity for minorities. Supplier shall comply with all orders, plans and agreements required by the General Contract as though Supplier were a signatory thereto.
3. Supplier shall, in a timely manner, obtain and pay for all necessary permits and licenses pertaining to its Work.

S. Interpretation of Contract Documents

In the event there is an inconsistency, difference or contradiction within the requirements of the Contract Documents, the decision of the Architect/Engineer as to which prevails shall be binding. All portions of the Contract Documents are a part of this Agreement. The Contract Documents, including without limitation the General Contract, are on file at LECESSE's main office and may be examined during regular working hours Monday through Friday, and Supplier acknowledges that it has read said documents and agrees to be bound to all applicable conditions and to assume toward LECESSE all the obligations that LECESSE assumes toward the Owner except as provided herein. No alterations of the Work shall be made by Supplier except upon written order of LECESSE and no payments for extra work or credits for changes in the Work shall be effective except upon prior written order and approval of LECESSE. In the event there is any inconsistency, difference or contradiction between these general conditions and the applicable provisions of the General Contract, LECESSE, at its discretion, may demand compliance with either provision, as it deems necessary for the proper progress of the Work. Supplier shall immediately notify LECESSE in writing of any inconsistency, difference or contradiction within the documents and shall not proceed without the written approval of LECESSE. Failing such notification, any perceived inconsistency in the interpretation of contract documents should be resolved by Supplier complying with the more stringent interpretation.

T. Dispute Resolution

1. The parties recognize that problems and disputes between them may occur and that it is preferable for them to reach amicable resolution of same without resort to formal dispute resolution procedures. In that regard, they each pledge to participate in good faith in voluntary and non-binding Alternate Dispute Resolution (ADR) procedures. However, in the event that such disputes are not resolved by mediation or another ADR procedure as LECESSE and Supplier may agree, then such disputes shall be resolved at LECESSE's sole option either in the manner and forum pursuant to which disputes between the Owner and LECESSE are to be resolved under the terms of the General Contract or according to law. No ADR proceedings are required as a condition precedent to arbitration. Furthermore, Supplier agrees that LECESSE shall have the exclusive right to join Supplier as a party in any dispute resolution procedure (including, without limitation, ADR procedures, binding arbitration or other judicial or non-judicial proceeding) between the Owner and LECESSE, together with such other Suppliers or parties as may be appropriate, where in the judgment of LECESSE, the issues in dispute are related to the Work or performance of Supplier. Furthermore, Supplier expressly agrees to waive its right to trial by jury in case LECESSE elects to resolve the dispute in litigation.

2. In the event that the General Contract provides for arbitration and LECESSE becomes involved in an arbitration proceeding which relates to the Work of Supplier, Supplier agrees that it may be made a party to the arbitration and, upon receiving notice of such dispute from LECESSE, to cooperate with LECESSE in such proceeding regardless of whether it is made a party to the arbitration. In the event the General Contract provides for final and conclusive decisions by the Architect/Engineer and/or Owner with respect to the work, Supplier agrees to be bound by any such decision which becomes binding on LECESSE. Supplier, except by written agreement with LECESSE, shall not cause any delay in its Work during any arbitration proceeding.

U. Assignment and Subcontracting

1. No part of this Agreement or the Work may be sublet by the Supplier to another party should the value of such part exceed One Thousand Dollars (\$1,000.00) without the prior written approval of LECESSE; and it shall be the sole responsibility of Supplier to notify LECESSE in writing of such desired subcontracting and procure the prior written approval of LECESSE.

2. Supplier shall not assign any of its rights or obligations hereunder, including payments, without the prior written consent of LECESSE, excepting its right to sublet work as provided in Section U(1) hereof. Any assignment or subletting in violation of this paragraph and the said Section U(1) without such prior written consent from LECESSE shall be absolutely void as against LECESSE, and LECESSE shall not in any way be obligated to make any payment or otherwise be obligated whatsoever to any sub-Supplier or assignee for any work performed.

3. If any such subletting or assignment is approved by LECESSE, the Firm to which the work is sublet or assigned shall acknowledge in writing prior to such approval and performing any work on the Project that it agrees to

and is bound by all the terms and conditions of this Agreement; but such subletting or assignment shall not relieve Supplier of any of its obligations under this Agreement.

V. Severability

If any provision of this Agreement is held invalid by a court, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to the applicable laws; and the portion that was held invalid shall be amended to the extent necessary to be valid and enforceable under such laws while achieving as closely as possible the original agreement and intent of the parties.

W. Effectiveness of Agreement

This Agreement, even though signed by Supplier, shall not be binding upon LECESSE unless it is received back by LECESSE within fifteen (15) days from the date of issuance by LECESSE. Such acceptance is to be indicated by signing or executing and dating two copies hereof and returning one copy to LECESSE, together with required insurance certificates and performance and/or payment bonds, if the latter shall have been required. Notwithstanding anything contained herein to the contrary, this Agreement shall not be effective and enforceable unless LECESSE has entered into the related General Contract with the Owner. Furthermore, Supplier agrees that LECESSE may cancel this Agreement without any liability being alleged or imposed against it in the event that Supplier is not approved for this Work by the Owner or its authorized representatives. LECESSE agrees to notify Supplier without delay as to any such disapproval.

X. Miscellaneous Provisions.

Supplier agrees to be bound by all of the applicable provisions of the General Contract for this Project and by all of the terms of this Purchase Contract.

1. This written Agreement comprises the entire agreement of the parties hereto with respect to the Project. This Agreement cannot be amended, modified or changed in any way except by a written instrument executed by both parties or by changes on this document which are initialed by authorized representatives of both parties.
2. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.
3. No failure to exercise and no delay in exercising on the part of either party, any right, remedy, power or privilege hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.
4. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with the laws of the State of _____ and applicable federal law without regard to any conflicts of laws or rules which would require the application of the laws of any other jurisdiction. In the event of any action at law or equity arising out of or relating to this Agreement, the Supplier agrees that the exclusive venue of any such action shall be in courts sitting in the County of _____, State of _____ and Supplier irrevocably consents to the jurisdiction of such courts.
5. Any written notices required or provided for herein shall be made by both parties hereto at the post office addresses appearing on page one hereof.
6. The section headings in this Agreement are for reference purposes only, are not part of this Agreement and shall not be used to interpret this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first above written.

Accepted by:

Name of Supplier LECESSE CONSTRUCTION COMPANY

By: _____ By: _____

Title: _____ Title: _____

Signature: _____ Signature _____

Date: _____ Date: _____

Witness: _____ Witness: _____

** End of LECESSE Purchase Contract Conditions - Attachment A **

ATTACHMENT B

CONTRACT DOCUMENT LIST

ATTACHMENT C

PROJECT PROGRESS SCHEDULE

ATTACHMENT D

Please forward all invoices referencing your Contract # & MRV# to:

LECESSE Construction Services LLC

75 Thruway Park Drive

West Henrietta, NY 14586

ATTN: Finance

ATTACHMENT E

TAX EXEMPT CERTIFICATE

Attachment G

SAFETY VIOLATION CHARITY POLICY

LECESSE Construction is committed to maintaining an accident-free workplace. LECESSE Construction's commitment is not enough, however. Obtaining this goal requires the same commitment by our subcontractors, suppliers, and their employees. To promote this goal and to contribute to our community, LECESSE Construction has implemented a Safety Violation Charity Program.

The Safety Violation Charity Program (SVCP) will involve LECESSE Construction and all LECESSE Construction subcontractors and suppliers. On projects where LECESSE Construction is a Prime Contractor we will encourage the implementation of this program on a project-wide basis. Where LECESSE Construction is the Construction Manager we will encourage our Customers to adopt this program for their project and incorporate it in the contract documents.

The Program will work as follows:

The SVCP will be included as an attachment to LECESSE Construction's subcontract and purchase contract and will be officially introduced at the pre-job meeting. At the pre-job meeting an explanation of the program will be presented and time will be made available to answer any questions. The SVCP is a disciplinary program structured to ensure all subcontractors and suppliers on site understand and carry out their jobsite safety responsibilities. In the event a subcontractor or supplier, or the subcontractor's or supplier's employees, commits a safety infraction the subcontractor or supplier may be fined \$100 with a two-fold increase for each subsequent occurrence. For example, \$100 for the first occurrence, \$200 for the second, \$400 for the third, and so on.

During discussion of the SVCP at the pre-planning meeting, all subcontractors and suppliers in attendance will agree upon a charity to which all fines will be donated at the end of the project. Fines will be paid within 30 days of their occurrence. In the event fines are not paid in a timely fashion, the fine will be back-charged against the subcontractor or supplier by LECESSE Construction, who will in turn credit the charity account with the funds.

Appropriate fines will be levied against the responsible subcontractor or supplier for each instance in which they or their employees commit unsafe acts.

LECESSE Construction reserves the right to remove any subcontractor or supplier from the jobsite for repeat safety violations or for serious safety infractions. All subcontractors and suppliers must continue to abide by all Federal, State, and local laws that apply to this Project regardless of their inclusion in this program. In cases where specific jobsite safety requirements exceed OSHA Standards, employees are required to follow the jobsite safety requirements.

A copy of this policy and LECESSE Construction's Corporate Safety Policy will be kept on file at the jobsite and at the main office of LECESSE Construction.

Special Project Requirements:

I hereby state that I have read and understand the Safety Policy and will inform all my employees of this policy.

Company Name: _____ Date: _____

Signed: _____ Position: _____

ATTACHMENT H

Job Name

List of Additional Insureds

- LECESSE Construction Services, LLC

