

# SHORT FORM PURCHASE CONTRACT

LECESSE Construction Services, LLC (version 1.4 8/11 file = SFPCv1.4.DOC)

**This Purchase Contract** made on (insert date of contract)

by and between LECESSE Construction Services, LLC, 75 Thruway Park Dr. West Henrietta, NY 14586 hereinafter called LECESSE & the company named below, hereinafter called Supplier.

Supplier Company Name: \_\_\_\_\_

Supplier Address \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

for work on (project name) \_\_\_\_\_

Located at \_\_\_\_\_

Contract Documents Prepared By: \_\_\_\_\_ Dated \_\_\_\_\_

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

### Scope of Work:

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Á  
Á  
Á  
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Contract Price: For the above work, LECESSE will pay Supplier the amount of : Base \$ \_\_\_\_\_

Payment: See Attachment D for Billing Instructions

Sales Tax Included  \_\_\_\_\_ % Tax Amount \_\_\_\_\_

Sales Tax Exempt

Total \$  
Contract Price

Retainage =  %

Schedule: Start \_\_\_\_\_ Complete by \_\_\_\_\_ TIME IS OF THE ESSENCE

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

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

Signatures: For Supplier: Date \_\_\_\_/\_\_\_\_/\_\_\_\_ For LECESSE Construction Services, LLC: \_\_\_\_/\_\_\_\_/\_\_\_\_

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

Task Codes: Project No. \_\_\_\_\_ BLDG \_\_\_\_\_ HUD \_\_\_\_\_ Task Code \_\_\_\_\_ Cost Type S

**ADDITIONAL TERMS AND CONDITIONS to LECESSE SHORT FORM PURCHASE CONTRACT v1.4 8/11 file = SFPC2v1.4doc**

1. **The Work** Supplier agrees to perform and complete the Work (as that term is defined on the front of 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 LECESSE. Supplier shall comply with all orders, plans and agreements required by the General Contract as though Supplier were a signatory thereto. Definitions: **Furnish** means to supply and deliver F.O.B. to Project Site, Unload and leave ready for installation. **Install** means to unload, store, secure, unpack, move to point of use, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean and perform all operations which make the Work complete and ready for use. **Install** also includes providing all scaffolding, hoisting, fasteners, adhesives, tools, equipment and all things necessary to complete the installation. **Provide** means Furnish & Install.
2. **Quality of the Work** All of the Work shall be performed to the satisfaction of LECESSE, the Architect/Engineer, Engineer and Owner and/or their authorized representatives. Any Work of 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 LECESSE to such effect.
3. **Warranty/Guarantee** Notwithstanding the obligations of any other Supplier in any way related to Supplier's work, Supplier shall be responsible to LECESSE, Architect/Engineer and Owner for the acceptability and guaranty of its Work, to the full extent provided for in the Contract Documents. Unless otherwise provided for in the related Contract Documents, Supplier fully guarantees to LECESSE and Owner all its work for a period of one (1) year from final acceptance by the Owner, or for such longer period required by the Contract Documents. Supplier shall provide to LECESSE copies of all guarantees and/or warranties Supplier receives from any supplier, materialman or sub-Supplier.
4. **Timely Performance** 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.
5. **Payments** All payments made by LECESSE 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 applicable law. Upon receipt of such payments from LECESSE, Supplier shall immediately pay its related suppliers and sub-Suppliers.
6. **Relationship of Payments to Acceptance** No payment made under this Agreement shall be conclusive evidence of the performance of the Work under this Agreement, in whole or in part, and no such payment shall be construed to be an acceptance of any Work or materials.
7. **Insurance** Prior to commencing the Work, Supplier, at its own cost and expense, will furnish to the satisfaction of LECESSE such insurance as is described on the front of this form. Such insurance shall remain in effect until the Work is accepted.
  - a. Supplier shall 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.
  - b. All insurance shall be on an occurrence basis and in amounts equal to those required of LECESSE under the General Contract and further, will comply with minimum amounts established by LECESSE. All insurance shall be written in compliance with the laws and promulgated regulations of the state in which the Project is located.
  - c. The certificates for all insurances required shall be submitted to LECESSE and shall be endorsed or otherwise bear written evidence of the applicability to this Agreement; and Supplier will also provide to LECESSE one copy of each insurance policy if requested by LECESSE. All insurance required must be in effect prior to the commencement of any Work and remain in effect until the Work is finally accepted by the Owner. All policies must name LECESSE, the Owner and See Attachment H as additional named insureds on a primary and non-contributing basis for all liability policies and provide for mandatory 30 day notification to LECESSE and Owner in the event of cancellation, amendment or non-renewal.
  - d. If 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 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.
8. **Indemnification** To the fullest extent permitted by law, Supplier 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.
9. **Compliance with Law and Permits** Supplier shall perform all of its work in strict compliance with all applicable local, state and federal laws, rules, regulations and executive orders, including without limitation those regarding affirmative action for minorities and minority business enterprises and equal employment opportunity for minorities. 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 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.
10. **Entire Agreement** This written Agreement comprises the entire agreement of the parties hereto with respect to the Project. This Agreement cannot be amended, modified or changed in any way except by a written instrument executed by both parties or by changes on this document which are initiated by authorized representatives of both parties.

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.