



46 PENNSYLVANIA AVENUE
MALVERN, PA 19355
T 610-640-1227 F 610-640-5880
WWW.RCLEGNINI.COM
PA HIC REGISTRATION# PA022198

December 16, 2019

??

RE: ??

Dear ??:

Enclosed please find a copy of an Agreement between Contractor and Subcontractor for the above-referenced project. Please sign the agreement and return a copy to our office via fax. After we sign the copy, we will return one fully executed copy to you for your files via fax.

According to Article 9 of the agreement, enclosed please find the approved change order form. All changes in the scope of work must be submitted on this form to our company for signing.

According to Article 6 of the agreement, please provide us a Certificate of Insurance prior to the start of any work listing R. C. Legnini Company, Inc., as the certificate holder, as well as naming R. C. Legnini Company as an additional insured. See attached "SAMPLE" certificate of insurance. Be sure your certificate includes your company's general liability, automobile, workers' compensation, New York State Disability Insurance (if project is in New York State) and any other insurance coverage information, as well as the wording in the "description" box. If you have subcontractors performing work for you on our jobsites, we require all of the above insurance information from them also.

Also, enclosed please find a Request for Taxpayer Identification Number and Certification (IRS W-9) Form. Please complete this form and return the original signed form to our office.

PAYMENT OF ANY CHANGE ORDER IS NOT GUARANTEED UNLESS: 1. Change order is submitted in writing on approved form; and 2. Change order is approved in writing by Mitch Handman or Dave Legnini prior to the work being performed.

Your prompt attention to the above will be greatly appreciated. Thank you.

Sincerely,

Mitch Handman
President

Enclosures
Copy to: Chris Koway
Email to:

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 11/13/2009
PRODUCER Agency information	FAX	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
		INSURERS AFFORDING COVERAGE
INSURED Your name and address		INSURER A: carrier
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY	POLICY NUMBER	current	dates	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
		<input checked="" type="checkbox"/> Per project agg				PERSONAL & ADV INJURY \$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2,000,000
		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMPROP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY	POLICY NUMBER	current	dates	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY	POLICY NUMBER	current	dates	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 1,000,000
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input checked="" type="checkbox"/> RETENTION \$ 0				\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC1922562-01	06/01/2009	06/01/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 500,000
		OTHER				E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: List job title

R C Legnini, Project owner and any additional parties named in the contract associated with the described project are included on General Liability, on a primary basis, as additional insureds via ISO form 2010 or its' equivalent. A waiver of subrogation is included.

CERTIFICATE HOLDER

<p>R C Legnini Co., Inc. 46 Pennsylvania Ave. Malvern, PA 19355</p>	<h4>CANCELLATION</h4> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p>signature required</p>
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

RE: ??

EXTRA WORK NOTICE

Please note that Article 4 and Article 9, Section 9.6, of the attached contract state:

CHANGES: Contractor, without nullifying this agreement, may direct Subcontractor in writing to make changes to Subcontractor's work, adjustment, if any, in the contract price or contract time resulting from such changes shall be set forth in a Subcontract Change Order pursuant to the Contract Documents.

PAYMENT OF ANY EXTRA WORK OUTSIDE OF THE ORIGINAL SCOPE OF WORK IS NOT GUARANTEED UNLESS:

1. Change order is submitted in writing on approved form; and
2. Change order is approved in writing by Mitch Handman or Dave Legnini prior to the work being performed.

Please indicate your understanding of our extra work policy by signing below and returning a signed copy along with the signed contract.

??

Date

RE: ??

WORK RESTRICTIONS NOTICE

During Construction period, Subcontractor will ensure that Subcontractor and its employees comply with the following requirements:

1. Confine operations to areas within contract limits shown on drawings. Do not disturb portions of site beyond contract limits.
2. Do not allow alcoholic beverages, illegal drugs or persons under their influence on project site.
3. No smoking allowed on job site.
4. Do not allow pornographic or other indecent materials on site.
5. Do not allow work on project site on Sundays except for emergency work.
6. Refrain from using profanity or being discourteous or uncivil to others on project site or while performing the work.
7. Wear shirts with sleeves, wear shoes and refrain from wearing immodest, offensive or obnoxious clothing while on project site.
8. Do not allow playing of obnoxious and loud music on project site. Do not allow playing of any music within existing facilities
9. Do not build fires on project site.
10. Do not allow weapons on project site, except those carried by law enforcement officers and/or other uniformed security personnel who have been retained by Owner or Contractor to provide security services.

Please indicate your understanding of our Work Restrictions Notice by signing below and returning a signed copy along with the signed contract.

?????

Date



CONTRACT BETWEEN CONTRACTOR AND SUBCONTRACTOR

This agreement is made this _____ day of _____, 2019, and effective the _____ day of _____, 2019, by and between R. C. Legnini Company, Inc. (Contractor) and ?????? (Subcontractor) to perform work identified in Article 2 in accordance with the project's contract documents.

PROJECT:

OWNER:

ARCHITECT:

CONTRACTOR: R. C. Legnini Company, Inc., 46 Pennsylvania Avenue, Malvern, PA, 19355
610-640-1227, 610-640-5880 (fax)

SUBCONTRACTOR:

ARTICLE 1

CONTRACT PAYMENT: The Contractor agrees to pay Subcontractor for satisfactory performance of Subcontractor's work for the sum of ?? Dollars (\$??).

Notwithstanding anything to the contrary stated herein, it is specifically agreed to between the parties that a condition precedent to any payments being due and owing from the Contractor to the Subcontractor is the prior payment to the Contractor by the Owner of the sums due to the Subcontractor. The completion of work, or any portion thereof, by the Subcontractor does not obligate the Contractor to make any payment to the Subcontractor until the sums due the Subcontractor have been paid by the Owner to the Contractor out of which the Contractor shall make the appropriate payment to the Subcontractor. If the Owner has not paid said sums to the Contractor, no payment is due or owing to the Subcontractor. The Contractor shall pay the Subcontractor the amount due upon receipt of the payments from the Owner as set forth herein. Progress payments, less retainage of ten percent (10%), shall be made to Subcontractor for work satisfactorily performed no later than seven (7) days after receipt by Contractor of payment from Owner for Subcontractor's work. Final payment of the balance due shall be made to Subcontractor no later than seven (7) days after receipt by Contractor of final payment from Owner for Subcontractor's Work. These payments are subject to receipt of such lien waivers, affidavits, insurance certificates, warranties and guarantees required by the contract documents or Contractor.

Invoices must be submitted on AIA G702S along with G703S to Contractor.

ARTICLE 2

SCOPE OF WORK: Subcontractor agrees to commence Subcontractor's work herein described upon notification by Contractor, and to perform and complete such work in accordance with contract documents and under the general direction of Contractor in accord with Contractor's schedule. This shall include all labor, material and equipment necessary or incidental to complete the ?????????? work for the project as specified in the ?? and ??.

Progress Photos as requested.
Temporary protection of existing finishes.
Permits and inspections, as required.
All local, state and federal taxes have been included in contract amount.
Haul all spoils/debris off-site.
Any cutting into existing finishes to allow for subcontractor scope of work must be approved in advance by RCL Project Manager.
All work to comply with code and industry standards.
Participation in jobsite meetings, as needed.
Closeout information, as required.
Product submittals and samples per specs within 7 days of receiving contract.
Communication with RCL Project Manager, ??.

ARTICLE 3

SCHEDULE OF WORK: Time is of the essence. Subcontractor shall provide Contractor with any requested scheduling information of Subcontractor's work. The schedule of work, including that of this subcontract shall be prepared by Contractor and may be revised as the work progresses.

Subcontractor recognizes that changes may be made in the schedule of work and agrees to comply with such changes without additional compensation.

Subcontractor shall coordinate its work with all other contractors, subcontractors and suppliers on the project so as not to delay or damage their performance, work or the project.

Subcontractor acknowledges that the Contractor has a liquidated damages clause as part of its contract with owner. Subcontractor, by its' signature below acknowledges that work can begin on ?? and must be completed by ?. Subcontractor further agrees to comply with dates for its work as indicated. Deviation from the schedule will result in a penalty of ??? per day charged to the Subcontractor for every day that the Subcontractor fails to comply with the job schedule. Deviations from the schedule greater than three days will be considered a failure of performance as indicated in Article 5.

ARTICLE 4

CHANGES: Contractor, without nullifying this agreement, may direct Subcontractor in writing to make changes to Subcontractor's work, adjustment, if any, in the contract price or contract time resulting from such changes shall be set forth in a Subcontract Change Order pursuant to the Contract Documents.

ARTICLE 5

FAILURE OF PERFORMANCE: Should Subcontractor fail to satisfy contractual deficiencies within two (2) working days from receipt of Contractor's written notice, then the Contractor, without prejudice to any right or remedies, shall have the right to take whatever steps it deems necessary to correct said deficiencies and charge the cost thereof to Subcontractor, who shall be liable for payment of same, including reasonable overhead, profit and attorneys fees.

ARTICLE 6

INSURANCE: Prior to the start of Subcontractor's work, Subcontractor shall procure and maintain in force for the duration of the work, worker's compensation insurance, employer's liability insurance, comprehensive general liability insurance and all insurance required of Contractor under its Contract with Project Owner with minimum limits of \$1,000,000/\$2,000,000.00 and a per project aggregate. Contractor, Owner and Architect shall be named as additional insured on a primary basis on each of these policies per ISO 2010, except for worker's compensation. Under no circumstances shall work commence without the satisfaction of this Article. See attached "SAMPLE" certificate of insurance. A waiver of subrogation, in favor of the additional insureds is also required on the general liability and automobile policies.

ARTICLE 7

INDEMNIFICATION: To the fullest extent permitted by law, Subcontractor shall indemnify and hold harmless Owner, Architect's consultants, and Contractor from all damages, losses, or expenses, including attorneys fees, from any claims or damages for bodily injury, sickness, disease, death or from claims for damages to tangible property other than the work itself. This indemnification shall extend to claims resulting from performance of this Subcontract and shall apply only to the extent that the claim or loss is caused in whole or in part by any negligent act or omission of Subcontractor or any of its agents, employees or subcontractors. This indemnity shall be effective regardless of whether the claim or loss is caused in some part by a party to be indemnified. The obligation of Subcontractor under this Article shall not extend to claims or losses that are primarily caused by the Architect, or Architect's consultant's performance or failure to perform professional responsibilities.

ARTICLE 8

WARRANTY: Subcontractor warrants its work against all deficiencies and defects in materials and/or workmanship and agrees to satisfy same without cost to Owner or Contractor for a period of one (1) year from the date of substantial completion of the project or per contract documents, whichever is longer.

ARTICLE 9

SPECIAL PROVISIONS:

9. 1 Subcontractor to supply schedule of values to be utilized for evaluation of payment request. All payments will be based on "Subcontractor's application of Payment." Subcontractor is responsible for delivery of payment application to R. C. Legnini Company, Inc.'s, main office.
9. 2 Subcontractor to supply Contractor with Certificate of Insurance indicating compliance with Article 6.
9. 3 "Failure of Performance" is inclusive, but not limited to, the responsibility of the Subcontractor to supply the necessary labor and materials necessary for performance of this subcontract without delay and without regard to labor disputes.
9. 4 Subcontractor shall follow the Contractor's clean up and safety directions, as set forth by OSHA, and:
 - a. at all times keep the building and premises free from debris and unsafe conditions resulting from the Subcontractor's work; and
 - b. broom clean each work area prior to discontinuing work in the same; and
 - c. remove all debris from site.
9. 5 **DO NOT ALLOW THE USE OF TOBACO OF ANY FORM ON THE JOBSITE.**
9. 6 Any conflict between the subcontractor's proposal, if any, and the terms and conditions set forth herein shall be controlled and governed by the terms and conditions herein and the contract documents and the terms and conditions in the proposal shall be of no force and effect.

- 9.7 Subcontractor will execute Waivers of Lien prior to receiving payments.
- 9.8 Subcontractor shall submit invoices by the last day of the third week of each month in order to receive payment within 30 days.
- 9.9 PAYMENT OF ANY CHANGE ORDER IS NOT GUARANTEED UNLESS:
- a. Change order is submitted in writing on approved form.
 - b. Change order is approved in writing by Mitch Handman or Dave Legnini prior to the work being performed.
- 9.10 This Agreement was made and executed in the Commonwealth of Pennsylvania and shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania on all matters including, but not limited to, matters of validity, construction, effect or performance. The parties hereto hereby consent to the exclusive jurisdiction of the Court of Common Pleas of Chester County, Pennsylvania and any and all disputes arising from the acts or omissions of either party relating to, or contemplated, under this Agreement shall be litigated within said court and all parties hereto waive any objection based upon the claim of improper venue and/or *forum non conveniens* to said action.
- If any legal action, including actions in arbitration, at law, equity or appellate proceedings, is brought by either of the parties hereto, it is expressly agreed that the party in whose favor final judgment shall be entered shall be entitled to recover from the other party all reasonable attorney's fees and costs incurred at either the arbitration, trial or appellate level in addition to any other relief which may be awarded.
- The parties specifically agree that both parties participated in the drafting of the contract and that any ambiguity therein shall not be construed against either party for any purpose.
- 9.11 Photographs evidencing that all work under this Agreement has been completed will be required to receive final payment.
- 9.12 Non-Compete. During the term of this agreement and for twenty-four (24) months after termination by either party, the Subcontractor shall not solicit or accept work from any person, firm, corporation or other entity for whom Subcontractor has performed work directly or indirectly through the General Contractor by virtue of this agreement or for whom either party has provided services within the preceding twelve (12) months, without express written consent of the R.C. Legnini Company.
- 9.13 Copies of all material orders are required within one (1) week of submittal approval.

In witness whereof, the parties hereto have executed this agreement under seal, the day and year first written above.

SUBCONTRACTOR:

CONTRACTOR:

??????????

Mitch Handman, President, R. C. Legnini Co., Inc.

SUBCONTRACTOR CHANGE ORDER FORM

PROJECT: [REDACTED]

CHANGE ORDER NO. [REDACTED]

DATE: [REDACTED]

CONTRACT FOR: [REDACTED]

IN ACCORDANCE WITH THE TERMS OF THIS CONTRACT, THE FOLLOWING CHANGES ARE APPROVED:

[REDACTED]	
[REDACTED]	
[REDACTED]	
[REDACTED]	

THESE CHANGES WERE NOT A PART OF THE ORIGINAL CONTRACT FOR THE FOLLOWING REASON(S):

[REDACTED]	
[REDACTED]	
[REDACTED]	

PROJECT COST ADJUSTMENTS:

ORIGINAL
PREVIOUS CHANGE ORDER # _____
THIS CHANGE ORDER
NEW PROJECT COST

[REDACTED]	
[REDACTED]	
[REDACTED]	

COMPLETION DATE ADJUSTMENT:

ORIGINAL COMPLETION DATE
PREVIOUS TIME CHANGE--CHANGE ORDER #1--# _____
THIS CHANGE ORDER TIME CHANGE
NEW COMPLETION DATE

[REDACTED]	
[REDACTED]	
[REDACTED]	

THE SAID CONTRACT AS HEREBY AMENDED SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF THE SAID PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED AS OF THE DAY AND YEAR SIGNED BELOW.

R. C. LEGNINI COMPANY, INC.

[REDACTED]

DATE: _____ DATE: _____

Email to: [REDACTED]
COPY TO: [REDACTED]

TO: ??

SUBMITTAL NOTICE

PROJECT: ??

PLEASE REVIEW THE SPECIFICATIONS FOR THIS PROJECT AND
PROVIDE ALL REQUIRED SUBMITTALS TO OUR OFFICE WITHIN SEVEN
(7) DAYS VIA EMAIL.

EACH SUBMITTAL MUST BE MARKED WITH THE COORDINATING
SPECIFICATION SECTION NUMBER AND TITLE. EXAMPLES:
SECTION 09 0162, WOOD ATHLETIC FLOORING
SECTION 23 0501, HVAC
SECTION 26 0501, ELECTRIC

THANK YOU

MITCH HANDMAN
PRESIDENT

12/20/2019