



FACT
CONSTRUCTION ESTIMATING
& ADMINISTRATIVE SERVICES

RFP to Client:

Original Contract	\$9,276,055.16
Change Orders	\$0.00
Change Order P+O	\$0.00
Total	\$9,276,055.16

Original Cost - 11/11/21	Cost Differential	Div	Trade	Adjusted Cost	Direct Pay	Adjusted Bal.	Request #3	Request #4	Total Requested	Remaining Balance	% Paid
\$331,955.50	\$13,784.50	1	General Conditions	\$345,740.00	\$0.00	\$345,740.00	\$52,875.28	\$16,891.39	\$83,766.67	\$261,973.33	24%
\$120,300.00	\$0.00	2	Demolition	\$120,300.00	\$0.00	\$120,300.00	\$0.00	\$0.00	\$120,300.00	\$0.00	100%
\$19,936.00	\$47,000.00	3	Excavation & Septic	\$66,936.00	\$0.00	\$66,936.00	\$19,936.00	\$0.00	\$19,936.00	\$47,000.00	30%
\$541,450.50	-\$22,970.00	4	Concrete & Masonry	\$518,480.50	\$0.00	\$518,480.50	\$107,530.00	\$104,537.50	\$212,067.50	\$306,413.00	41%
\$1,590,250.55	-\$190,310.00	5	Framing -Steel - Material	\$1,399,940.55	\$0.00	\$1,399,940.55	\$210,455.00	\$338,198.39	\$548,653.39	\$851,287.16	39%
\$366,500.00	\$0.00	6	Roofing & Flashing	\$366,500.00	\$0.00	\$366,500.00	\$0.00	\$0.00	\$0.00	\$366,500.00	0%
\$594,430.00	\$26,581.68	7	Windows & Doors	\$621,011.68	\$0.00	\$621,011.68	\$115,332.50	\$0.00	\$115,332.50	\$505,679.18	19%
\$740,545.05	\$0.00	8	Siding & Exterior Millwork	\$740,545.05	\$0.00	\$740,545.05	\$0.00	\$0.00	\$0.00	\$740,545.05	0%
\$220,800.00	\$0.00	9	Plumbing	\$220,800.00	\$0.00	\$220,800.00	\$0.00	\$0.00	\$0.00	\$220,800.00	0%
\$480,000.00	\$0.00	10	HVAC	\$480,000.00	\$0.00	\$480,000.00	\$0.00	\$0.00	\$0.00	\$480,000.00	0%
\$417,502.45	\$92,070.20	11	Electrical	\$509,572.65	\$0.00	\$509,572.65	\$10,500.00	\$0.00	\$14,130.20	\$495,442.45	3%
\$39,450.00	\$0.00	12	Insulation	\$39,450.00	\$0.00	\$39,450.00	\$0.00	\$0.00	\$0.00	\$39,450.00	0%
\$120,000.00	\$0.00	13	Drywall	\$120,000.00	\$0.00	\$120,000.00	\$0.00	\$0.00	\$0.00	\$120,000.00	0%
\$534,251.48	\$0.00	14	Millwork & Stairs	\$534,251.48	\$0.00	\$534,251.48	\$0.00	\$0.00	\$0.00	\$534,251.48	0%
\$239,268.70	\$0.00	15	Flooring	\$239,268.70	\$0.00	\$239,268.70	\$0.00	\$0.00	\$0.00	\$239,268.70	0%
\$206,881.50	\$0.00	16	Tile & Stone	\$206,881.50	\$0.00	\$206,881.50	\$0.00	\$0.00	\$0.00	\$206,881.50	0%
\$91,225.00	\$0.00	17	Fixtures / Hardware / Appliances	\$91,225.00	\$0.00	\$91,225.00	\$0.00	\$0.00	\$0.00	\$91,225.00	0%
\$213,552.00	\$0.00	18	Painting (new)	\$213,552.00	\$0.00	\$213,552.00	\$0.00	\$0.00	\$0.00	\$213,552.00	0%
\$129,304.00	-\$31,280.00	19	Labor matrix	\$98,024.00	\$0.00	\$98,024.00	\$17,760.00	\$0.00	\$17,760.00	\$80,264.00	18%
\$1,349,713.00	\$0.00	20	Misc.	\$1,349,713.00	\$0.00	\$1,349,713.00	\$0.00	\$0.00	\$0.00	\$1,349,713.00	0%
\$8,347,315.73	-\$65,123.62			\$8,282,192.11	\$0.00	\$8,282,192.11	\$534,388.78	\$459,627.28	\$1,131,946.26	\$7,150,245.85	14%
		21	Original Contract P+O + Ins.	\$993,863.05			\$112,143.07	\$56,071.54	\$184,766.23	\$809,096.83	19%
			Change Order	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
			Change Order P+O	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
			Total	\$9,276,055.16			\$646,531.85	\$515,698.81	\$1,316,712.48	\$7,959,342.68	14%

- General Conditions
- Demolition
- Excavation & Septic
- Concrete & Masonry
- Framing - Material
- Roofing & Flashing
- Windows & Doors
- Siding & Exterior Millwork
- Plumbing
- HVAC
- Electrical
- Insulation
- Drywall
- Millwork & Stairs
- Flooring
- Tile & Stone
- Fixtures / Hardware / Appliances
- Painting (new)
- Labor matrix
- Misc.



Job Tracking & Details (continued):

Div	Category	Description	QTY	Unit	Estimate	Actual	Change	Estimate	Actual	Change	Estimate	Actual	Change	Estimate	Actual	Change	Estimate	Actual	Change
Div 06	roofing & flashing	roofing	1		\$277,000.00	\$277,000.00					\$0.00	\$277,000.00							0%
		metal flashing	1		\$89,500.00	\$89,500.00					\$0.00	\$89,500.00							0%
								\$366,500.00			\$0.00	\$366,500.00							
Div 07	windows & doors							\$0.00	\$366,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$366,500.00				roof-flash
	2/24/2022	Leblond windows	1		\$480,661.68	\$480,661.68					\$115,332.50	\$0.00	\$115,332.50	\$365,329.18					24%
		front door allowance	1		\$20,000.00	\$20,000.00					\$0.00	\$0.00	\$0.00	\$20,000.00					0%
	2/14/2022	window & door install- custom epdm pan system	1		\$97,850.00	\$97,850.00					\$0.00	\$0.00	\$0.00	\$97,850.00					0%
		garage doors ****budget allowance****	3		\$7,500.00	\$22,500.00					\$0.00	\$0.00	\$0.00	\$22,500.00					0%
Div 08	siding & exterior millwork							\$0.00	\$621,011.68	\$115,332.50	\$0.00	\$115,332.50	\$505,679.18						wind-doors
		glass railing - 9/16" low iron	1		\$277,900.00	\$277,900.00					\$0.00	\$0.00	\$0.00	\$277,900.00					0%
		exterior trim - material (inc. fascia, soffit, decking)	1		\$180,645.05	\$180,645.05					\$0.00	\$0.00	\$0.00	\$180,645.05					0%
		siding s+i	1		\$195,000.00	\$195,000.00					\$0.00	\$0.00	\$0.00	\$195,000.00					0%
		siding metal	1		\$87,000.00	\$87,000.00					\$0.00	\$0.00	\$0.00	\$87,000.00					0%
Div 09	plumbing							\$0.00	\$740,545.05	\$0.00	\$0.00	\$0.00	\$0.00	\$740,545.05					siding-mill
		budget	1		\$220,800.00	\$220,800.00					\$0.00	\$0.00	\$0.00	\$220,800.00					0%
		option - Cast Iron Drops	0		\$8,000.00	\$0.00					\$0.00	\$0.00	\$0.00	\$0.00					#DIV/0!
Div 10	hvac							\$0.00	\$220,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$220,800.00					plumbing
Div 11	electrical							\$0.00	\$480,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$480,000.00					0%
		electrical distribution & service	1		\$28,000.00	\$28,000.00					\$8,000.00	\$0.00	\$8,000.00	\$20,000.00					29%
		excavation of conduits	1		\$15,000.00	\$15,000.00					\$0.00	\$0.00	\$0.00	\$15,000.00					0%
		60kw kohler generator with 600 amp service	1		\$80,440.00	\$80,440.00					\$0.00	\$0.00	\$0.00	\$80,440.00					0%
		small appliance circuits & wiring	1		\$21,700.00	\$21,700.00					\$0.00	\$0.00	\$0.00	\$21,700.00					0%
		electric car charger	1		\$2,000.00	\$2,000.00					\$0.00	\$0.00	\$0.00	\$2,000.00					0%
		garage wiring	1		\$16,860.00	\$16,860.00					\$0.00	\$0.00	\$0.00	\$16,860.00					0%
		gate wiring allowance	1		\$8,000.00	\$8,000.00					\$0.00	\$0.00	\$0.00	\$8,000.00					0%
		main house hvac	1		\$24,700.00	\$24,700.00					\$0.00	\$0.00	\$0.00	\$24,700.00					0%
		main house wiring	1		\$178,000.00	\$178,000.00					\$0.00	\$0.00	\$0.00	\$178,000.00					0%
		recessed lighting	1		\$95,000.00	\$95,000.00					\$0.00	\$0.00	\$0.00	\$95,000.00					0%
		pool equipment wiring	1		\$12,000.00	\$12,000.00					\$0.00	\$0.00	\$0.00	\$12,000.00					0%
		temp power job site	1		\$5,000.00	\$5,000.00					\$2,500.00	\$0.00	\$2,500.00	\$2,500.00					50%
		lp generator	0		\$48,374.00	\$0.00					\$0.00	\$0.00	\$0.00	\$0.00					#DIV/0!
		electrical disconnect	1		\$3,630.20	\$3,630.20					\$0.00	\$0.00	\$0.00	\$3,630.20					0%
		security / alarm system	1		\$19,242.45	\$19,242.45					\$0.00	\$0.00	\$0.00	\$19,242.45					0%
Div 12	insulation	*****allowance*****						\$0.00	\$509,572.65	\$10,500.00	\$0.00	\$10,500.00	\$495,442.45						elec
		insulation	1		\$39,450.00	\$39,450.00					\$0.00	\$0.00	\$0.00	\$39,450.00					0%
		option- int walls	0		\$3,500.00	\$0.00					\$0.00	\$0.00	\$0.00	\$0.00					#DIV/0!
		option- first floor ceiling	0		\$4,000.00	\$0.00					\$0.00	\$0.00	\$0.00	\$0.00					#DIV/0!
		option- basement ceiling	0		\$4,000.00	\$0.00					\$0.00	\$0.00	\$0.00	\$0.00					#DIV/0!
Div 13	drywall							\$0.00	\$39,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,450.00					insulation
		5/8" drywall - 3 coat finish	1		\$93,500.00	\$93,500.00					\$0.00	\$0.00	\$0.00	\$93,500.00					0%
		lights - up to 295 lights	1		\$26,500.00	\$26,500.00					\$0.00	\$0.00	\$0.00	\$26,500.00					0%
		vents - tbd	0		\$80.00	\$0.00					\$0.00	\$0.00	\$0.00	\$0.00					#DIV/0!
		2 coats skim finish	0		\$44,000.00	\$0.00					\$0.00	\$0.00	\$0.00	\$0.00					#DIV/0!
								\$0.00	\$120,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$120,000.00					drywall



Sub – Contractor Payment Tracking:

Sub - Payments								
Company	Notes / Description	Proposal & CO	Payment 1	Payment 2	Payment 3	Requested	Balance	% Requested
		2/23/2022	2/28/2022					
SAMPLE Electric	Original proposal	\$486,700.00	\$10,500.00			\$10,500.00	\$476,200.00	2%
SAMPLE Electric	co #1	\$0.00	\$0.00			\$0.00	\$0.00	#DIV/0!
SAMPLE Electric	co #2	\$0.00	\$0.00			\$0.00	\$0.00	#DIV/0!
SAMPLE Electric	co #3	\$0.00	\$0.00			\$0.00	\$0.00	#DIV/0!
SAMPLE Electric	co #4	\$0.00	\$1.00			\$1.00	-\$1.00	#DIV/0!
Totals		\$486,700.00	\$10,500.00	\$0.00	\$0.00	\$10,500.00	\$476,200.00	2%
\$44,620.00								
SAMPLE Stll	Original proposal	\$258,750.00	\$116,875.00			\$116,875.00	\$141,875.00	45%
SAMPLE Stll	co #1					\$0.00	\$0.00	#DIV/0!
SAMPLE Stll	co #2					\$0.00	\$0.00	#DIV/0!
Totals		\$258,750.00	\$116,875.00	\$0.00	\$0.00	\$116,875.00	\$141,875.00	45%
10/22/2021 11/15/2021								
SAMPLE Site Work		\$120,300.00	\$25,000.00	\$92,000.00		\$117,000.00	\$3,300.00	97%
SAMPLE Site Work	co #1	\$10,000.00	\$10,000.00			\$10,000.00	\$0.00	100%
SAMPLE Site Work	co #2					\$0.00	\$0.00	#DIV/0!
SAMPLE Site Work	co #3					\$0.00	\$0.00	#DIV/0!
Totals		\$130,300.00	\$35,000.00	\$92,000.00	\$0.00	\$127,000.00	\$3,300.00	97%
2/28/2022								
SAMPLE Windows	Proposal - 2/25/22	\$453,258.35	\$115,332.50			\$115,332.50	\$337,925.85	25%
SAMPLE Windows	co #1					\$0.00	\$0.00	#DIV/0!
SAMPLE Windows	co #2					\$0.00	\$0.00	#DIV/0!
SAMPLE Windows	co #3					\$0.00	\$0.00	#DIV/0!
SAMPLE Windows	co #4					\$0.00	\$0.00	#DIV/0!
Totals		\$453,258.35	\$115,332.50	\$0.00	\$0.00	\$115,332.50	\$337,925.85	25%
2/24/2022								
SAMPLE Helicals	Proposal 2-24-22	\$208,530.00	\$93,580.00			\$93,580.00	\$114,950.00	45%
SAMPLE Helicals	co #1					\$0.00	\$0.00	#DIV/0!
SAMPLE Helicals	co #2					\$0.00	\$0.00	#DIV/0!
SAMPLE Helicals	co #3					\$0.00	\$0.00	#DIV/0!
SAMPLE Helicals	co #4					\$0.00	\$0.00	#DIV/0!
Totals		\$208,530.00	\$93,580.00	\$0.00	\$0.00	\$93,580.00	\$114,950.00	45%
2/24/2022								
SAMPLE Concrete		\$407,150.00	\$203,575.00			\$203,575.00	\$203,575.00	50%
SAMPLE Concrete	co #1					\$0.00	\$0.00	#DIV/0!
SAMPLE Concrete	co #2					\$0.00	\$0.00	#DIV/0!
SAMPLE Concrete	co #3					\$0.00	\$0.00	#DIV/0!
SAMPLE Concrete	co #4					\$0.00	\$0.00	#DIV/0!
Totals		\$407,150.00	\$203,575.00	\$0.00	\$0.00	\$203,575.00	\$203,575.00	50%
2/24/2022								
FACT		\$207,168.05	\$23,018.67			\$23,018.67	\$184,149.38	11%
FACT	co #1					\$0.00	\$0.00	#DIV/0!
FACT	co #2					\$0.00	\$0.00	#DIV/0!
FACT	co #3					\$0.00	\$0.00	#DIV/0!
FACT	co #4					\$0.00	\$0.00	#DIV/0!
Totals		\$207,168.05	\$23,018.67	\$0.00	\$0.00	\$23,018.67	\$184,149.38	11%
2/24/2022								
SAMPLE - Insurance		\$165,643.84	\$18,690.51			\$18,690.51	\$146,953.33	11%
SAMPLE - Insurance	co #1					\$0.00	\$0.00	#DIV/0!
SAMPLE - Insurance	co #2					\$0.00	\$0.00	#DIV/0!
SAMPLE - Insurance	co #3					\$0.00	\$0.00	#DIV/0!
SAMPLE - Insurance	co #4					\$0.00	\$0.00	#DIV/0!
Totals		\$165,643.84	\$18,690.51	\$0.00	\$0.00	\$18,690.51	\$146,953.33	11%
2/24/2022								
SAMPLE GC P+O		\$828,219.21	\$70,091.42			\$70,091.42	\$758,127.79	8%
SAMPLE GC P+O	co #1					\$0.00	\$0.00	#DIV/0!
SAMPLE GC P+O	co #2					\$0.00	\$0.00	#DIV/0!
SAMPLE GC P+O	co #3					\$0.00	\$0.00	#DIV/0!
SAMPLE GC P+O	co #4					\$0.00	\$0.00	#DIV/0!
Totals		\$828,219.21	\$70,091.42	\$0.00	\$0.00	\$70,091.42	\$758,127.79	8%

CHANGE ORDER FORM

Project: _____	Change Order: <input type="checkbox"/> DO NOT PROCEED / FOR PRICING ONLY
Location: _____	Change Order: <input type="checkbox"/> PROCEED WITH WORK - <i>Requires Proper Approval</i>
Project Manager: _____	Allowance: <input type="checkbox"/> Type: _____
Superintendent: _____	Contract Extra: <input type="checkbox"/> Type: _____
Date: _____	Back Charge: <input type="checkbox"/> Sub: _____
Job #: _____	Safety Violation: <input type="checkbox"/> Sub: _____
Work Order #: _____	Cost: _____

Sample Builder is proceeding with the scope of work (the "Work") outlined below (unless otherwise indicated) and as directed by the undersigned. The undersigned acknowledges that the preparation and execution of a formal Change Order would result in delay or stoppage of the work or would allow a hazardous condition to exist. **Sample Builder** will complete the Work in an expeditious manner and all the costs involved with the Work will be included in a Change Order that shall be submitted to replace this Work Order.

Signed By: _____ Date: _____

Company: _____

DESCRIPTION OF WORK:

INTERNAL NOTES/INSTRUCTIONS:

SUB-CONTRACTOR	NEW SUB	TRADE

ADDITIONAL INFORMATION

- All Work on Overtime
- Portion of Work on Overtime
- Sample Builder Labor Required
- Finished Space / Occupied Area
- Sub-Contractor Comeback
- Schedule Impact ___ Weeks
- _____
- _____

SUBCONTRACTOR'S PARTIAL PAYMENT AFFIDAVIT, WAIVER OF LIENS
AND GENERAL RELEASE

Project Name:
Project Address: SAMPLE

KNOW ALL MEN BY THESE PRESENTS that the undersigned (hereinafter referred to as "Subcontractor") has heretofore performed Work (as defined herein) at certain real property located at SAMPLE HOUSE Address (hereinafter referred to as the "Property"), pursuant to the terms of a certain **as per agreement** by and between **GC Name** (hereinafter referred to as "Contractor") and **CLIENT NAME** (hereinafter referred to as "Owner").

Subcontractor hereby agrees to accept, as **partial** payment in connection with the Work, an amount equal to \$xx,xxx of the **agreement** Dated XX/XX/XX with a total contract amount being \$xxx,xxxx and change orders being \$xx,xxx

NOW THEREFORE, for and in consideration of payments made to it, and other valuable consideration the sufficiency of which is hereby acknowledged, Subcontractor agrees as follows:

1. Subcontractor hereby:
 - (i) waives, releases, remises and relinquishes all actions, debts, claims and demands against **GC NAME ("Contractor") & CLIENTS ("Owner")** its shareholder, officers directors, employees, agents and assigns on account of or related to (x) any and all work, services, equipment and materials heretofore performed and furnished by Subcontractor or anyone claiming by, through, or under Subcontractor, in connection with the construction, renovation and/or other work on the Property (the "Work") through the date hereof; (y) any claim relating to delay, disruption, loss of productivity, cumulative impact, or acceleration; and (z) any other claim, cause of action, debt or demand arising under or in connection with the **agreement**; and
 - (ii) waives, releases, remises and relinquishes any mechanic's, materialmen's, security or other class of liens on account of the Work (hereinafter referred to as "Liens") trust fund claims, and any and all right to claim, demand, file or impose any such Liens now or in the future with respect to the Work;
2. Subcontractor represents and warrants to Contractor and to Owner as follows:
 - (i) all materials delivered to the Project by and for Subcontractor were delivered for use therein only;
 - (ii) title to the Work has passed to the Owner free and clear of all Liens;
 - (iii) all taxes applicable to the materials furnished and the Work performed have been paid in full; and
 - (iv) all subcontractors, materialmen, suppliers and other persons or firms who have furnished material labor or services in connection with the Work have been paid in full.
3. Subcontractor, for itself, its affiliates, successors, heirs and assigns, and for and on behalf of all persons able to claim by, through or under Subcontractor, agrees to indemnify and hold harmless Contractor and Owner and each of their respective employees, representatives, agents, successors, affiliates and assigns, against and from all costs and expenses (including, without limitation, attorneys' fees and court costs) resulting directly or indirectly from (a) any Liens filed against the Property, (b) the removal of any such Liens filed against the Property and (c) any trust fund claims, and (d) any breach of any representation or warranty or other agreement as set forth herein.

DATE:

By:
SUB CONTRACTOR NAME

STATE OF NEW YORK
COUNTY OF _____

Subscribed and sworn to before me this _____
day of

_____, 2020, by

_____, known to me to be the above-named signature, who personally appeared before me and acknowledged that the foregoing instrument was freely and voluntarily executed for the uses and purposes and on behalf of the Subcontractor therein mentioned

Notary Public. _____

REQ #3

My Commission Expires: _____



FACT

CONSTRUCTION ESTIMATING
& ADMINISTRATIVE SERVICES

Request For Payment (RFP)				
Client:	Sample			
Address:	63 Main Street			
Company:	Sample Plumbing			
Trade:	Plumbing			
RFP Date	7/29/2022			
		Dates:	Amount	Notes:
Original Contract:		6/5/2022	\$235,000	
Change Orders:				
	1	7/29/2022	\$3500	
	2			
	3			
	4			
	5			
	6			
Payments Received:				
	1	6/15/2022	\$50,000	Deposit
	2			
	3			
	4			
	5			
	6			
Payment Request (make note if final):				
	1	6/13/2022	\$50,000	Deposit
	2	7/29/2022	\$73,500	Payment #2
	3			
	4			
	5			
	6			

SUBCONTRACTOR'S FINAL PAYMENT AFFIDAVIT, WAIVER OF LIENS
AND GENERAL RELEASE

Project Name:
Project Address: **SAMPLE**

KNOW ALL MEN BY THESE PRESENTS that the undersigned (hereinafter referred to as "Subcontractor") has heretofore performed Work (as defined herein) at certain real property located at **SAMPLE ADDRESS** (hereinafter referred to as the "Property"), pursuant to the terms of a certain **SAMPLE Signed AIA 105 Contract (the "Agreement")** dated **11/17/21** by and between Subcontractor and **SAMPLE OWNER NAME** (hereinafter referred to as "Owner").

Subcontractor hereby agrees to accept, as final payment in connection with the Work, an amount equal to 100% of the **agreed** price.

NOW THEREFORE, for and in consideration of payments made to it, and other valuable consideration the sufficiency of which is hereby acknowledged, Subcontractor agrees as follows:

1. Subcontractor hereby:
 - (i) waives, releases, remises and relinquishes all actions, debts, claims and demands against **OWNER NAME** ("Owner") its shareholders, officers directors, employees, agents and assigns on account of or related to (x) any and all work, services, equipment and materials heretofore performed and furnished by Subcontractor or anyone claiming by, through, or under Subcontractor, in connection with the construction, renovation and/or other work on the Property (the "Work") through the date hereof; (y) any claim relating to delay, disruption, loss of productivity, cumulative impact, or acceleration; and (z) any other claim, cause of action, debt or demand arising under or in connection with the **Agreement**; and
 - (ii) waives, releases, remises and relinquishes any mechanic's, materialmen's, security or other class of liens on account of the Work (hereinafter referred to as "Liens") trust fund claims, and any and all right to claim, demand, file or impose any such Liens now or in the future with respect to the Work;
2. Subcontractor represents and warrants to Contractor and to Owner as follows:
 - (i) all materials delivered to the Project by and for Subcontractor were delivered for use therein only;
 - (ii) title to the Work has passed to the Owner free and clear of all Liens;
 - (iii) all taxes applicable to the materials furnished and the Work performed have been paid in full; and
 - (iv) all subcontractors, materialmen, suppliers and other persons or firms who have furnished material, labor or services in connection with the Work have been paid in full.
3. Subcontractor, for itself, its affiliates, successors, heirs and assigns, and for and on behalf of all persons able to claim by, through or under Subcontractor, agrees to indemnify and hold harmless Contractor and Owner and each of their respective employees, representatives, agents, successors, affiliates and assigns, against and from all costs and expenses (including, without limitation, attorneys' fees and court costs) resulting directly or indirectly from (a) any Liens filed against the Property, (b) the removal of any such Liens filed against the Property and (c) any trust fund claims, and (d) any breach of any representation or warranty or other agreement as set forth herein.

DATE:

By:
Title:
SUB CONTRACTOR NAME

STATE OF NEW YORK)
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 2020, by _____, known to me to be the above-named signature, who personally appeared before me and acknowledged that the foregoing instrument was freely and voluntarily executed for the uses and purposes and on behalf of the Subcontractor therein mentioned.

Notary Public _____

REQ #3

My Commission Expires: _____