Contract for [SCOPE]

at 154-156 Boylston St., Brookline, MA

Owner:
Giovanny Valencia, Executive Director
Brookline Community Development Corporation
1017 Beacon St. #18
Brookline, MA 02446
gio@brooklinecdc.com
617-448-8092

Contractor
Name
Company
Address
Address
email
phone

Project
Renovation to
154-156 Boylston St. Apartments
Brookline, MA 02446

Owner's Representative:
Pam Maryanski
Tierney Development Services, LLC
17 Lakeview Ave.
Natick, MA 01760
pmaryanski@tierneyllc.com
917-658-2534

This Agreement is made as of: (DATE)

The Owner and Contractor agree to the following:

1) The Contract Documents consist of:
    i) this Agreement
    ii) Exhibit A, [SCOPE DOCUMENTS]
    iii) signed change orders executed after this Agreement.

2) The Work consists of the scope shown on Exhibit A. (includes permits)

3) Schedule
    a) Contractor will begin work on or before (DATE), and complete work by (DATE)/ MILESTONES
    b) Start purchasing materials upon NTP issued by Owner
    c) Start work upon separate NTP issued by Owner

4) Cost and Payments
    a) The Contract Sum is [CONTRACT SUM].
    b) Owner will pay Contractor [INSERT PAYMENT SCHEDULE]

5) Insurance
    a) The Contractor shall provide Contractor's general liability and other insurance as follows:
        i) Commercial General Liability, on an occurrence form, for bodily injury, property damage, personal and advertising injury, and products/completed operations with limits of $1,000,000 each occurrence and $2,000,000 aggregate. Products/completed operations must be subject to a separate $1,000,000 aggregate limit. Coverage must apply of a per project basis.
        ii) Excess Liability with a limit of $5,000,000 per occurrence. (Or provide current limits.)
        iii) Comprehensive Automobile Liability covering owned, hired and non-owned, and borrowed vehicles with unaggregated limits of $1,000,000 combined single limit.
        iv) Employer's Liability insurance for all employees in an amount not less than $1,000,000 for occupational accidents or disease.
        v) Workers' Compensation insurance for all employees at no less than statutory requirements in accordance with the laws of the state of jurisdiction.
    b) All insurance described above shall have a waiver of subrogation in favor of the Owner and its employees, agents, and directors and officers. The insurance described in items (i), (ii), and (iii) above shall include the Owner and its employees, agents, and directors and officers as additional insureds (both for ongoing operations and completed operations), and shall be primary over and noncontributory with any insurance maintained by the Owner. No policy shall contain any exclusion or limitation of coverage that is not customary or would limit the coverage afforded for the specific Project. Contractor shall be responsible for all policy deductibles.

6) Warranty

a) The Contractor shall provide a 2-year warranty on all labor and workmanship. If, at any time, a manufacturer or supplier of any article, material or equipment fails to honor its product warranty based in whole or in part on an alleged defective or noncompliant installation, the Contractor shall be responsible for the costs incurred as a result of any such defective or noncompliant installation. This warranty is non-exclusive and shall be in addition to all rights and remedies available to the Owner under this contract and applicable law.

7) Site Cleanliness
   a) The Contractor shall clean up at the end of every workday and keep their work space neat and organized.
   b) The Contractor shall keep their operations confined to the Owner's property.

8) Site Safety
   a) The Contractor shall be solely responsible for all construction means and methods related to his work and work area. The Contractor shall take reasonable precautions to prevent damage, injury or loss to employees on the Work, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

9) Indemnification
   a) Contractor shall be liable to Owner for all costs Owner incurs as a result of any failure of Contractor, or any of its suppliers or subcontractors of any tier, to perform the work required by this contract.
   b) Owner and Contractor mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability or cost (including reasonable attorneys' fees and defense costs) incurred due to third-party claims for personal injury or property damage, to the extent caused by their own negligent acts, errors or omissions and those of anyone for whom they are legally liable, and arising from the project that is the subject of this agreement. Neither party is obligated to indemnify the other in any manner whatsoever to the extent of the other's own negligence.
   c) Contractor's assumption of liability is independent from, and not limited in any manner by, the Contractor's insurance coverage obtained pursuant to Article 5 or otherwise.

10) Termination by the Owner for Cause
   a) The Owner may terminate the Contract if the Contractor
      i) refuses or fails to supply enough properly skilled workers or proper materials;
      ii) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
      iii) disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
      iv) is otherwise guilty of substantial breach of a provision of the Contract Documents; or
      v) is five or more days behind schedule, not including days lost to weather or regulatory delays.

b) When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor 48 hours written notice, terminate employment of the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient.
c) When the Owner terminates the Contract for one of the reasons stated in Article 11a, the Contractor shall not be entitled to receive further payment until the Work is finished.
d) If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

11) Termination by the Owner for Convenience
a) The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and all reasonable expenses, if any, Contractor may incur as a result of the termination. The Contractor shall provide back-up for any such expenses incurred.

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OWNER *(Signature)*	***CONTRACTOR*** *(Signature)*
« Giovanny Valencia, Executive Director » « Brookline Community Development Corp» « 1017 Beacon St. #18 » Brookline, MA 02446 »	« » « » « » « »
(Printed name, title and address)	*(Printed name, title and address)* LICENSE NO.: JURISDICTION: