



AIA[®] Document A105[™] – 2007

Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project

AGREEMENT made as of the 11TH day of AUG in the year two thousand and ten

BETWEEN the Owner:

LAW-DO CITIZENS FOR AFFORDABLE HOUSING IN NEWTON DEVELOPMENT ORGANIZATION, INC
and the Contractor:

MARINER CONTRACTING CO, INC
PO BOX 3090
NATICK MA 01760
for the following Project:

2148 - 2150
COMMONWEALTH AVE

The Architect:

TERRENCE G HEINLEN, AIA
ONE ABERDEEN ROAD
WESTON, MA
The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

State or local law may impose requirements on contracts for home improvements. If this document will be used for Work on the Owner's residence, the Owner should consult local authorities or an attorney to verify requirements applicable to this Agreement.

init.

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ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated , and enumerated as follows:

Drawings:

Number	Title	Date
A1 - A3	ARCH	7-12-2010
S1 & S2	STRUCT	7-12-2010

Specifications:

Section	Title	Pages	Date
PAGES 1-9	VETERAN HOUSE	1-9	7-12-2010
	ALPINE PROPOSAL (NIC) DATED		9-21-2009

- .3 addenda prepared by the Architect as follows:

Number	Date	Pages
NONE		

- .4 written orders for changes in the Work issued after execution of this Agreement; and

ERC 1

.5 other documents, if any, identified as follows: **NONE**

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The number of calendar days available to the Contractor to substantially complete the Work is the Contract Time. The date of commencement of the Work shall be the date of this Agreement unless otherwise indicated below. The Contractor shall substantially complete the Work, no later than **(90)** calendar days from the date of commencement, subject to adjustment as provided in Article 10 and Article 11.

ARTICLE 3 CONTRACT SUM

§ 3.1 Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

\$ 84,810.00*

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work: (Itemize the Contract Sum among the major portions of the Work.)

Portion of Work	Value
SEE SCHEDULE	A

§ 3.3 Unit prices, if any, are as follows: (Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit
NONE		

§ 3.4 Allowances included in the Contract Sum, if any, are as follows:

Item	Price
NONE	

§ 3.5 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

SEE ATTACHED SCHEDULE A

§ 3.6 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

ARTICLE 4 PAYMENT

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

WITHIN 7 (SEVEN) DAYS OF CERTIFICATION

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

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deduct ALTS. # 1 and # 2 - See Schedule A

per annum

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall provide Contractor's general liability and other insurance as follows:

CONTRACTOR TO PROVIDE CERT OF INS FOR LIABILITY
Type of insurance Limit of liability (\$ 0.00) # W/C

§ 5.2 The Owner shall provide property insurance to cover the value of the Owner's property, including any Work provided under this Agreement. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its general liability insurance policy to cover the Contractor's obligations under Section 8.12.

§ 5.4 Each party shall provide certificates of insurance showing their respective coverages prior to commencement of the Work.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents and employees, each of the other; and (2) the Architect, Architect's consultants and any of their agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance or other insurance applicable to the Work.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 THE CONTRACT

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 THE WORK

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 INTENT

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

ARTICLE 7 OWNER

§ 7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, the Owner shall obtain and pay for other necessary approvals, easements, assessments and charges.

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§ 7.2 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor.

§ 7.4 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

§ 7.4.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

ARTICLE 8 CONTRACTOR

§ 8.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Architect.

§ 8.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 8.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 LABOR AND MATERIALS

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 WARRANTY

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

§ 8.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.

§ 8.7 PERMITS, FEES AND NOTICES

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.

§ 8.8 SUBMITTALS

The Contractor shall promptly review, approve in writing and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 8.9 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner.

§ 8.10 CUTTING AND PATCHING

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery and surplus material; and shall properly dispose of waste materials.

§ 8.12 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work,

since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 The Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request from either the Owner or Contractor.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly in writing. If the Owner and Contractor can not agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such orders shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall carry out such orders promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 CONTRACT SUM

The Contract Sum stated in the Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 APPLICATIONS FOR PAYMENT

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in the Agreement. Such Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the

Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 12.3 CERTIFICATES FOR PAYMENT

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part.

§ 12.4 PROGRESS PAYMENTS

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 SUBSTANTIAL COMPLETION

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Work or designated portion thereof is substantially complete, the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and Contractor, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 FINAL COMPLETION AND FINAL PAYMENT

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. 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.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 TESTS AND INSPECTIONS

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections or approvals that do not become requirements until after the Contract is executed.

§ 15.3 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 TERMINATION BY THE CONTRACTOR

If the Architect fails to certify payment as provided in Section 12.3 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 12.4.1 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 TERMINATION BY THE OWNER FOR CAUSE

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 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.

§ 16.3 TERMINATION BY THE OWNER FOR CONVENIENCE

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 costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

NONE

This Agreement entered into as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

CAN-DO

BY: Josephine McNeil

OWNER (Signature)

CAN-DO

Josephine McNeil, Executive Director
1075 Washington St W. Newton

(Printed name, title and address)



CONTRACTOR (Signature) ERIC R CHARTER

ERIC R CHARTER

(Printed name, title and address)

LICENSE NO.:

JURISDICTION: MASS

Init.

ERIC



Schedule A

Schedule of Values

• Mobilization.....	\$ 5,000.00
• General Conditions	\$ 5,900.00
• Site clearing /earthwork/demolition.....	\$ 24,270.00
• Concrete.....	\$ 12,840.00
• Metal.....	\$ 2,160.00
• Framing.....	\$ 6,360.00
• Finish Carpentry.....	\$ 12,600.00
• Insulation.....	\$ 4,680.00
• Roofing.....	\$ 4,200.00
• Flashings/Gutters/Downspouts.....	\$ 3,800.00
• Windows.....	\$ 1,200.00
• Plaster/Patching.....	\$ 600.00
• Painting.....	\$ 7,750.00
Total.....	\$ 91,360.00

Add Alternates

Add Alternate # 1.....	\$ 368/ 8 ft sec
Add Alternate # 2.....	\$ 5,520.00
Add Alternate # 3.....	\$ 4,970.00
Add Alternate # 4.....	\$ 5,430.00

Deduct Alternates

Deduct Alternate #1 (Eliminate interior painting).....	<\$ 1,750.00>
Deduct Alternate #2 (Eliminate Garage demolition, garage slab demolition, garage foundation, removal of associated debris, removal of debris around perimeter of existing garage).....	<\$ 4,800.00>

ELC



Contract for Lead Abatement Services

Agreement created July 7, 2010 between Alpine Environmental, Inc., of Chelmsford, MA, a Massachusetts corporation, (referenced as "AEI"), a business licensed by the Commonwealth of Massachusetts to engage in deleading operations as a Contractor, and Citizens for Affordable Housing of 11 Regina Road, Auburndale, MA (referenced as "Owner"), collectively the "Parties."

The Parties agree that AEI will perform the Contracted Work (described below) for the Total Contract Price (stated below) subject to the following terms and conditions:

I. INSPECTION REPORT

This Contracted Work is based on the Lead Paint Inspection Report dated September 15, 2009 rendered by Craig Anderson (referenced as "Inspection Report").

II. SUBJECT PROPERTY

The Contracted Work will be performed at 2148 Commonwealth Avenue, Newton, Massachusetts. (referenced as "Subject Property").

III. TOTAL CONTRACT PRICE

The Total Contract Price is \$ 18,320.

IV. CONTRACTED WORK

The following is a description of the work that AEI agrees to perform for the Owner at the Subject Property (referenced as "Contracted Work"):

Room	Description	Qty
	Interior	
Room 1	Clean room by HEPA vacuuming and TSP washing.	1
Hall 1	Clean room by HEPA vacuuming and TSP washing.	1
Kitchen	Clean room by HEPA vacuuming and TSP washing.	1
Bath	Clean room by HEPA vacuuming and TSP washing.	1
Hall 2	Clean room by HEPA vacuuming and TSP washing.	1
Room 2	Clean room by HEPA vacuuming and TSP washing.	1
Room 3	Scrape loose and flaking lead paint from plaster surfaces. Patch and leave ready for repainting by others.	1
	Clean room by HEPA vacuuming and TSP washing.	1

Stair 1-2	Clean room by HEPA vacuuming and TSP washing.	1
Room 4	Strip non-compliant surfaces of a door to full height.	2
	Replace vertical casings of a doorway with similar poplar. Headers remain.	3
	Strip non-compliant surfaces of a door jamb to full height.	2
	Replace closet shelf with square edge pine.	1
	Prepare vacant room for lead abatement. Clean room by HEPA vacuuming and TSP washing.	1
	Total Unit #2148	\$1,880
Unit #2150		
Stair 1-2	Clean room by HEPA vacuuming and TSP washing.	1
Rear Stairs	Clean room by HEPA vacuuming and TSP washing.	1
Room 1	Replace vertical casings of a doorway with similar poplar. Headers remain.	2
	Replace vertical casings of a window with similar poplar. Strip sill and apron edges. Replace side stops.	4
	Prepare vacant room for lead abatement. Clean room by HEPA vacuuming and TSP washing.	1
Hall 1	Clean room by HEPA vacuuming and TSP washing.	1
Room 2	Strip non-compliant surfaces of a door to full height.	1
	Replace vertical casings of a doorway with flat poplar casings.	2
	Replace vertical casings of a window with flat pine or poplar. Strip window sill and apron edges. Replace side stops.	2
	Install decorative band moulding on top of the baseboard.	1
	Strip wood wall corner 4" from edge and 5' high.	1
	Prepare vacant room for lead abatement. Clean room by HEPA vacuuming and TSP washing.	1
Kitchen	Clean room by HEPA vacuuming and TSP washing.	1
Bath	Clean room by HEPA vacuuming and TSP washing.	1
Hall 2	Clean room by HEPA vacuuming and TSP washing.	1
Room 3	Clean room by HEPA vacuuming and TSP washing.	1
Stair 2-3	Clean room by HEPA vacuuming and TSP washing.	1

Exterior		
A-porch	Strip non-compliant surfaces of a door jamb to full height.	2
	Strip base of a column.	3
	Strip a standard decorative newel post.	2
	Remove and dispose of noncompliant rails.	1
	Option: Replace railing with fir rail with decorative cap and square balusters 4" on center. Additional cost: \$1,350	
	Remove and dispose of noncompliant lattice and trim.	1
	Option: Replace lattice and trim with good quality pressure treated lattice and flat pressure treated trim. Pressure treated items need to season for 3 months prior to painting. Additional cost: \$1,100	
	Scrape loose lead paint from exterior of house. Leave ready for paint.	1
C-porch 1&2	Replace vertical casings of a doorway with similar pine and band moulding. Header remains.	1
	Strip non-compliant surfaces of a door jamb to full height.	2
	Remove and dispose of noncompliant rails, decking, and 1st floor frame.	1
	Scrape loose lead paint from exterior of house. Leave ready for paint.	1
B-side	Strip non-compliant surfaces of a door jamb to full height.	1
	Strip a threshold.	1
	Scrape loose lead paint from exterior of house. Leave ready for paint.	1
Garage	Owner to demolish entire garage. AEI not responsible.	
	Exterior Total	\$6,100
	Project Total	\$18,320

V. TIME OF ENGAGEMENT

Interior Start Date: August 23, 2010
Interior Completion Date: September 2, 2010
Exterior Start Date*: September 3, 2010
Exterior Completion Date: September 7, 2010

* Interior Inspection date is the day when the dwelling unit is ready for re-inspection. The Owner must coordinate the inspection time with their Lead Inspector and AEI. The dwelling unit can not be occupied until clearance is received (typically verbally) from the Lead Inspector that the lead dust wipe tests have passed. Owner must confirm with the Lead Inspector regarding turn-around time on lab results. These results typically take one business day. Massachusetts code restricts certain exterior deleading activities in severe weather – high wind, etc. AEI will make every effort possible to comply with the regulations and complete exterior work by the Schedule date.

Massachusetts law allows re-occupancy only after passage of wipe tests. It is understood and agreed by the Parties that this Time of Engagement may be amended and agreed to in writing by both Parties. AEI will notify the Owner of any unreasonable time delay in obtaining materials that may delay completion of the job. The Exterior completion date is guaranteed depending upon weather.

Several minor non-lead related items may yet remain to be completed, such as window adjustments, etc. Property will be available for Beneficial Occupancy upon passage of clearance wipe tests. It is assumed that wipe tests are analyzed within 24 hours. However, the turn-around time is determined by the Owner and their Inspector. Owner pays their inspector for the first interior re-inspection, and the first exterior inspection. AEI will pay for any additional inspection costs incurred due to a failure.

AEI will pay a completion penalty of \$100 per day if Beneficial Occupancy is delayed due to an inspection failure by AEI or AEI's failure to complete the Contracted Work according to the Contracted Schedule. It is assumed that Owner will provide 24-hour wipe test results. AEI is not responsible for delays caused by Owners, inspectors, laboratories or other circumstances beyond AEI's control.

VI. EXISTING CONDITIONS

This contract is based upon physical conditions that were readily visible by AEI upon its inspection of the Subject Property or that were specifically made known to and brought to the attention of AEI by the Owner, (referenced as "Known Conditions"). If, during the course of its work, AEI encounters an Unknown Condition(s) that will not permit AEI to complete its work in a workman - like manner, then AEI will immediately bring such condition(s) to the attention of the Owner for further instructions. Corrective actions and/or change orders can be mutually agreed upon at that time.

VII. CHANGE ORDERS TO CONTRACTED WORK

If the Owner requests that AEI perform work in addition to the Contracted Work, this additional work will be put into writing and signed by both AEI and the Owner.

VIII. PAYMENT SCHEDULE

The Total Contract Price shall be paid as follows:

- 1/3 of \$18,320 (\$6,105) upon signing of this Contract
- 1/3 of \$18,320 (\$6,105) upon 50% completion of this Contract
- 1/3 of \$18,320 (\$6,110) upon completion of this Contract

NOTE: Percentage of completion is determined by the dollar value of work completed and materials on site.

A Holdback may be held by the Owner to assure the Owner that AEI will complete any remaining Contracted Work, such as work associated with back-ordered material. The amount of the Holdback shall be two times (200%) the value of the outstanding work. Upon total Completion of the Contracted Work, in a manner consistent with the terms of this contract and general trade practice, the amount of the Holdback will become due and payable. Owner agrees to pay all attorney fees and cost of collection in the event any sums become past due and are placed in the hands of an attorney for collection.

IX. UTILITIES

The Owner agrees to provide AEI with at least four 15-amp circuits at the Subject Property. The Owner agrees to pay for the cost of the electrical power, water and utilities needed to complete the Contracted Work.

X. GUARANTEES

- A) AEI guarantees the workmanship on all door, window and associated hardware installations for one (1) year.
- B) AEI guarantees that the quality of carpentry will equal or exceed the quality of the existing carpentry.
- C) Unless otherwise noted within, this Contract does not imply that any lien or other security interest has been placed on the residence.

- D) AEI guarantees to secure any necessary permits that may be required, on the behalf of the Owner. Please Note: Owners who secure their own permits or deal with unregistered contractors are excluded from the Guaranty Fund provisions of MGL c. 142A.
- E) The Contracted Work will be conducted in compliance with Mass. General Laws, Chapter 111, Sections 190-199 (also known as the "Mass. Lead Paint Statute") and its associated regulation, 105 CMR 460.000 and 454 CMR 22.00.
- F) The Contracted Work is guaranteed to pass a visual Final Lead (as conducted by a Certified, Mass. Lead Paint Inspector) based on the Inspection Report cited above and the Contracted Work description herein. Any lead dust wipe tests must be coordinated with Alpine Environmental, Inc.

XI. WORKMANSHIP

- A) AEI's work will be done with the highest level of care and craftsmanship.
- B) Stripped surfaces will be finish-sanded.
- C) Unless specifically included, painting services are not within the scope of the Contracted Work. AEI can provide painting services at additional costs if requested by the Owner. The following examples are a sampling of the areas that may be affected, and is not a complete list:
 - a. Non-lead painted woodwork, especially around windows that are being replaced, will likely need to be repainted following the deleading process.
 - b. AEI will repair any wall damage caused by the deleading process, providing the walls were not previously damaged (water damage, stress cracks, etc.). The walls will be left ready for repainting.
 - c. Floors, walls and baseboards may have finishes marred by the mandatory use of duct tape by AEI to establish proper environmental containment.

XII. PREPARATION FOR DELEADING

It is understood that the Subject Property is vacant, meaning free of all personal belongings. All window treatments (shades, curtains, etc.) must be removed by the Owner. The re-installation of these items is the responsibility of the Owner.

XIII. ISSUANCE OF THE "ABATEMENT LETTER"

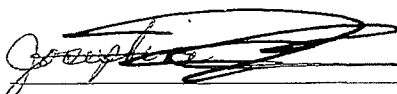
Upon completion of the Contracted Work and satisfaction of each party's contractual obligations, AEI will render to the Owner and to the Inspector conducting the Final Inspection AEI's ABATEMENT LETTER (this is not a Certificate of Compliance which is issued by the Lead Inspector).

XIV. IDENTIFICATION OF THE PARTIES

"Owner" includes the Owner, his successors, transferees and assigns. "AEI" includes AEI, its agents, successors, transferees and assigns.

XV. INSURANCE

AEI will exercise the greatest caution and care in carrying out its work. Nevertheless, to mitigate against any possible harm or injury to its employees, its agents, the Owner and its employees, AEI maintains appropriate Workers Compensation and General Liability coverage. AEI maintains one million dollars in Occurrence Based Lead Specific Environmental Liability coverage.


 Todd Drew
 Business Development
 7/28/10
 Date

CAN-DO
 BY:

 Josephine McNeil
 Owner
 7/28/2010
 Date

Federal ID Number:

Massachusetts Home Improvement Contractor Reg. No. 117689

Massachusetts Deleading Contractor License No. DC663

All Home Improvement Contractors and Subcontractors are registered with the State of Massachusetts.

Inquiries relating to a registration should be directed to:

Registration Division, Program Coordinator
One Ashburton Place, Room 1301
Boston, MA 02108
Phone (617) 727-3200 ext. 25239

Deleading Contractors operating in the Commonwealth of Massachusetts are required to be licensed.

Any inquiry concerning the same should be directed to:

Division of Occupational Safety
19 Staniford Street, 2nd Floor
Boston, MA 02114
Phone: (617) 626-6975