

Contractor Agreement

THIS AGREEMENT made 30th day of July, 2016 by and between M D England and Sons, LLC, 47 Fram Drive, Mansfield, MA, hereinafter called the Contractor and Rob Carlson, 10 Gander Lane, Mansfield, MA, hereinafter called the Owner.

Witnesseth, that the Contractor and the Owner for the consideration names as follows:

Article 1. Scope of the Work

The Contractor shall furnish all of the materials and perform all of the work shown on the Drawings and/or described in the Specifications entitled Estimate number 1046 (basement finishing) as annexed hereto as it pertains to work to be performed on property at 10 Gander Lane, Mansfield, MA.

Article 2. Time of Completion

The work to be performed under this Contract shall be commenced on or before September 15th, 2016, and shall be substantially completed on or before October 15th, 2016. Time is of the essence. The following constitutes substantial commencement of work pursuant to this proposal and contract: Initial framing of the basement. Contractor is not liable for delays or any other liability associated with the sub-contractors that Owner hires.

Article 3. The Contract Price

The Owner shall pay the Contractor for the material and labor to be performed under the Contract the sum of ****Project cost here (\$0,000.00)**** subject to additions and deductions pursuant to authorized change order.

Article 4. Progress Payments

Payments of the Contract Price shall be paid in the manner following: ***10% of project cost*** upon signing of this agreement, ***33% of remaining balance after 10% deposit*** upon commencement of the project, ***33% of remaining balance after 10% deposit*** after rough electrical, rough building and insulation inspections are completed, and ***33% of remaining balance after 10% deposit*** upon completion of the project.

Article 5. General Provisions

Any alteration or deviation from the above specifications, including but not limited to any such alterations of deviation involving additional material and/or labor costs, will be executed only upon written order for same, signed by Owner and Contractor, and if there is any charge for such alteration or deviation, the additional charge will be added to the contract price of this contract. If payment is not made when due, Contractor may suspend work on the job until such time as all payments due have been made. A failure to make payments for a period in excess of 14 days from the due date of the payment shall be deemed a material breach of this contract.

In addition, the following general provisions apply:

1. All work shall be completed in a workman-like manner.
2. The contractor shall furnish a plan and scale drawing showing the shape, size dimensions, and construction and equipment specifications for home improvements, a description of the work to be done and description of materials to be used and the equipment to be used or installed, and the agreed consideration for the work.
3. To the extent required by law all work shall be performed by individuals duly licensed

- and authorized by law to perform said work.
4. Contractor may at its discretion engage sub-contractors to perform work hereunder, provided Contractor shall fully pay said sub-contractor and in all instances remain responsible for the proper completion of this Contract. All change orders shall be in writing and signed both by Owner and Contractor, and shall be incorporated in, and become part of the contract.
 5. Contractor warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees or sub-contractors, excluding those sub-contractors that Owner hires.
 6. Contractor agrees to remove all debris and leave the premises in broom clean condition.
 7. In the event Owner shall fail to pay any periodic or installment payment due hereunder, Contractor may cease work without breach pending payment or resolution of any dispute.
 8. All disputes hereunder shall be resolved by binding arbitration in accordance with rules of the American Arbitration Association.
 9. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials.
 10. Any additional requirements imposed by city/town building officials that are not included in the scope of this project will be priced out and presented to Owner for approval.

Signed this 30th day of July, 2016

Name of Owner:	Rob Carlson
By (Signature):	

Name of Contractor:	M D England and Sons, LLC
By (Signature):	
	Mark England - Owner
Street Address:	47 Fram Drive
City/State/Zip:	Mansfield, MA 02048
Telephone No.:	774-266-6236
Contractor's License No.:	151777