

Muto, Inc.  
1621 Orleans Rd  
Harwich Ma  
02645



## CONSTRUCTION CONTRACT

This Construction Contract (hereinafter the “Contract”) is hereby made on 03/10/2021 by and between RFK Childrens Action Corporation, 137 Run Pond Road South Yarmouth MA 02664 (hereinafter “Client”) and Muto, Inc. (Jasen Muto Construction) of 1621 Orleans Rd Harwich Ma 02645 (hereinafter “Contractor”), collectively referred to herein as the “Parties.”

### Article I

#### ENGAGEMENT/DESCRIPTION OF THE WORK

- A. Contractor shall provide the following construction services (the “Project”): The contractor will be removing the existing Roof. Then the contractor will be installing new CertainTeed Landmark asphalt shingle roofing as specified in the attached estimate from Muto, Inc. Contractor is responsible for all materials, labor, disposal, and permitting.
- B. Client engages Contractor and Contractor agrees to provide to Client all necessary services, materials, and labor necessary for the completion of the Project including, but not limited to, all building and construction materials, requisite labor and site security, and all necessary tools and machinery needed for project completion. All construction materials should be new and of the highest quality, unless previously specified by Client.
- a. In the event that Client is responsible for providing materials and fails to do so, Contractor will supply vendor invoices along with invoicing, including a 20% markup for profit and overhead.
- C. Contractor shall provide the construction services for the Project at the property located at 137 Run Pond Road South Yarmouth MA 02664
- D. This Contract shall be comprised of the following: this Construction Contract, Plans, Specifications, Addenda, Drawings, Photos or other visual representations of the proposed work, and the written Modifications attached to this Contract, properly signed and witnessed, all of which are attached hereto as exhibits.

E. In the event that skylights are replaced and interior finish is required, the interior finish will be excluded from this contract and the total due for the items listed in this contract will be deemed complete at the time the specified items in this contract are finished. Final payment will be due upon acceptance of all items in this contract.

**Article II**  
SCHEDULE AND TIME OF PERFORMANCE

A. Contractor will begin work on 03/17/2021 and complete 03/31/2021.

B. In the event that Client and Contractor agree on changes to the Project after this Contract is executed, the Parties will agree to new time deadlines that are reasonable in light of the modifications.

**Article III**  
PAYMENT SCHEDULE

A. In consideration of the performance of this Contract, Client agrees to pay Contractor the sum of Four Thousand Nine Hundred Two Dollars and Forty Nine Cents (\$4902.50) (the "Contract Price") on the following payment schedule for the services.

B. Contractor shall be paid as follows: The first 10% or \$490.25 to be paid upfront as a deposit for the materials, disposal, and permitting. A second payment of 40% or \$1,961.00 upon start of specified work. The final 50% or \$2,451.25 upon completion and satisfaction.

C. In the event that there are any items left to bill at the end of the project for substantial project completion, double the cost of those items will be left unbilled and the remainder will be due.

*MC*  
MC

**Article IV**  
CHANGES TO THE WORK

A. All changes or modifications to the work ordered by Client must be made in writing, with appropriate adjustments made to the total payment and payment schedule. The approval of both Parties shall be required for substantial project changes such as the date of completion, project price, and substantive modifications to the project itself, and notification of these changes must be made in a timely manner.

B. If these changes should require additional expense to Contractor, Contractor must make a claim for increase in payment, in writing, to Client, in a timely manner. Client must approve this claim for increase in writing prior to any changes to the work, project, or schedule.

C. Changes made to color choices after the initial choices has been made must be done via phone with the Contractor's main office. The color change will be confirmed via email from Contractor to Client.

## **Article V**

### DELAYS

A. If Contractor is delayed from completing required work due to unavoidable casualties, Client shall grant Contractor an extension for the completion of work equal to the delay. Unavoidable casualties include, but are not limited to, fire, flood or natural disasters, delayed acquisition of materials or material delivery, and negligence on the part of Client.

B. In the event of unavoidable casualties, Contractor shall properly document both the event and the impact of that event on project completion. Documentation shall be presented to Client in a timely manner.

## **Article VI**

### RIGHT TO STOP WORK

A. If Contractor fails to correct defective work or persistently fails to supply materials or equipment in accordance with the Contract Documents, Client may order Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated.

## **Article VII**

### ACCESS AND CONDITION OF PREMISES

A. Free access to the work and project site shall be granted by Contractor to Client, the designated agents of Client, and all necessary public authorities.

B. Contractor agrees to keep the premises clean and orderly. Contractor shall remove all debris as needed during the hours of work in order to maintain work conditions free of health or safety hazards.

C. Contractor will take all reasonable precautions to protect shrubbery and gardens while work is being performed. Contractor will not be responsible for incidental, unavoidable damage.

## **Article VIII**

### WORK PERFORMANCE AND WORK QUALITY

A. Contractor shall conduct its activities in a professional manner and adhere to the reasonable wishes of Client in relation to its working schedule. Additionally, Contractor's work shall adhere to and be in compliance with both the Standard Practices of the Trades and any relevant Manufacturer's Specifications.

B. Contractor shall protect all work adjacent to the Project site from any damage resulting from the work of Contractor and shall repair or replace any damaged work at its own expense. Contractor shall take all precautions to protect persons from injury and unnecessary interference or inconvenience.

## **Article IX** WARRANTY

A. Contractor hereby warrants that the work performed and the Project completed will meet the standards set forth and agreed upon by the Parties. Contractor agrees to fix and otherwise remedy any defects found by Client in the work within “five (5) years” after the date of final completion at Contractor’s own cost. This includes defects caused by natural phenomena.

B. In the event that Contractor replaces a roof but leaves the existing skylights, any roof leakage originating from those skylights is not covered by this warranty.

C. Contractor is only responsible for damage resulting to the Project from negligence, dangerous activities, intentional disregard of professional standards of care normally exercised within the industry, or breach of any governmental statute, ordinance, local rule, or law.

## **Article X** INSURANCE

A. Contractor shall be responsible for insurance to protect against any property damage, bodily injury, death, or other claims for damages that may result from the commission of the work, including general liability insurance, builder’s risk insurance and workers’ compensation insurance for its employees or subcontractors.

## **Article XI** LICENSES AND PERMITS

A. Contractor will be responsible for obtaining the necessary permits and licenses to fulfill the services specified in this Contract.

## **Article XII** FINES

A. Contractor is responsible for maintaining proper work, safety, and environmental protection standards. Contractor agrees to hold Client harmless for all fines from federal, state, or local agencies and regulators. Contractor will work in compliance with all standards required by the EPA, OSHA, and other applicable federal agencies. Contractor will be responsible for paying all fines and judgments levied by these agencies resultant from the performance of this Contract.

**Article XIII**  
RELATIONSHIP OF PARTIES

- A. The relationship created between the Parties shall be limited to that of independent contractors. Neither party shall undertake any actions that would imply or seek to establish, any partnership, ownership, employment, joint venture, or trust relationship between the Parties, except by amendment to this Contract.
- B. Contractor shall have exclusive authority to execute the work included in this contract.

**Article XIV**  
GENERAL

- A. Both Parties are expressly prohibited from assigning this Contract or any rights or interest flowing therefrom. Assignment will only occur with the express written consent of both Parties.
- B. This Contract contains the entire agreement and understanding between the Parties and supersedes any prior or contemporaneous written or oral Contracts, representations, and warranties between them respecting the subject matter of this Contract.
- C. This Contract will be interpreted and enforced under the laws of the State of MA, without regard to conflict of laws.

IN WITNESS WHEREOF, the Parties hereto execute this Contract:

**CLIENT**

*Matthew Cooney*  
Matthew Cooney (Mar 10, 2021 11:53 EST)

\_\_\_\_\_  
Authorized Signature

Matthew Cooney

\_\_\_\_\_  
Senior Program Consultant

Name and Title

**CONTRACTOR**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name and Title

License Number: MA HIC # 183111

CSL Number: CS-109029



# ESTIMATE

## RFK

**Customer**

137 Run Pond Rd  
South Yarmouth, Ma

**Prepared By**

Jasen MUTO  
1621 Orleans rd Harwich rd

**Prepared On**

October 1, 2020

5089450300  
jasenmutoconstruction@  
gmail.com

# Estimate items

Description	Quantity
<b>Roofing</b>	
<p>CertainTeed Landmark Shingles installation of new asphalt roofing: Charge includes labor, materials, and disposal. CertainTeed Landmark Series Shingles CertainTeed Landmark shingles come with a 10 year SureStart warranty (base warranty 10 years look below if we are supplying the extended warranty 4 star) rated for wind speeds up to 130 MPH. SureStart covers any and all costs to repair the roofing from wind damage, or in the event of defective materials (rare). They also come with a 10 year algae resistance period. And after the 10 year SureStart period is over, there is a lifetime (50 year) pro-rated warranty. Installation procedure: installation of new drip edge, ice and water first 3 feet at eaves, cheek walls, around all penetrations and dormer faces, install starter strips per manufacturer specifications, install roofing per manufacturer specification, all roofing will be hurricane nailed i.e. 6 nails per shingle, all nails will be a minimum of 1 1/4'</p> <p>NO COLOR SELECTED</p>	9 sq
Remove Shingles	8.4 sq
Remove 2nd Layer of Asphalt shingles	8.5 sq
<p>CertainTeed Shadow Ridge Shadow Ridge® Hip and Ridge Accessory Shingles are designed specifically for use with Landmark® TL and Landmark® Series shingles and are used to finish the hips and ridges of your roof. Shadow Ridge meets the hip and ridge accessory requirements for the CertainTeed Integrity Roof System® which is comprised of underlayments, shingles, accessory products and ventilation all working together. The Integrity Roof System is designed to provide optimum performance--no matter how bad the weather conditions are.</p>	39.9 ft
<p>Ice and water shield selected roof areas: Labor and material for installation of Ice and water shield on low pitch roof areas or entire roof surfaces</p>	0 sq
<b>Roofing sub total</b>	<b>\$4,902.49</b>

# Summary

Description	Amount
Sub total	\$4,902.50
Taxes	\$0.00
Total	\$4,902.50



# RFK Childrens Contract

Final Audit Report

2021-03-10

Created:	2021-03-10
By:	jasen muto (jasenmutoconstruction@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAX4XKjfo62lls29Hab_yP1LEkuzSTdIT0

## "RFK Childrens Contract" History

-  Document created by jasen muto (jasenmutoconstruction@gmail.com)  
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-  Document emailed to Matthew Cooney (mcooney@rfkchildren.org) for signature  
2021-03-10 - 4:36:05 PM GMT
-  Email viewed by Matthew Cooney (mcooney@rfkchildren.org)  
2021-03-10 - 4:52:05 PM GMT- IP address: 74.94.156.65
-  Document e-signed by Matthew Cooney (mcooney@rfkchildren.org)  
Signature Date: 2021-03-10 - 4:53:19 PM GMT - Time Source: server- IP address: 74.94.156.65
-  Agreement completed.  
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