

 **CONTRACTORS WORK AGREEMENT**

This **CONTRACTORS WORK AGREEMENT** (the “Agreement”) is made on this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Owner”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Contractor”) in connection with the property located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Property”), which is managed by Property One, Inc. (“Manager”).

In consideration of the covenants contained in this Agreement, Owner and Contractor (each a “Party” and collectively, the “Parties”) agree as follows:

**1. SERVICES.** Contractor shall provide all labor, materials, supplies, equipment and services described in the Description of Services (the "Services") attached to and made a part of this Agreement as Exhibit A at the Property having a municipal address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Contractor shall perform the Services in accordance with this Agreement exclusively for the benefit of Owner. Contractor shall commence performance of the Services upon full execution of this Agreement without necessity of any further event or notice to proceed from Owner. Contractor shall prosecute the Services with all deliberate diligence and complete the Services in a timely manner as time is of the essence of this Agreement. Contractor shall perform the Services in a workmanlike manner in accordance with good practices and generally accepted methods and standards, free from defects, and in full compliance with all laws, including but not limited to all safety standards. Contractor shall correct and replace any Services that are defective or not in accordance with this Agreement. By signing this Agreement, Contractor agrees it has obtained all permits and licenses required for the Services. Contractor shall pay all sales, use and other taxes that are applicable to or become payable for performance of the Services. Contractor shall not cause or allow any lien to attach to the Property and agrees to withdraw all of Contractor’s and any subcontractor’s personnel, equipment, material, and refuse immediately upon the completion of the Services. Contractor shall promptly repair any damage to the Property that is caused by the Contractor or those under Contractor’s control and such repairs shall restore the Property to its previous undamaged condition. Contractor shall direct and control all workers engaged by Contractor to perform the Services. Contractor shall clean up and remove all debris and leave the job site clean or as otherwise specified by Owner.

Manager shall have the right, in Owner’s absence, to observe and inspect the performance of the Services at the Property and to report to Owner regarding same and progress of same. Manager shall at all times have access to the Property but shall follow any safety protocol of Contractor.

**2. COMPENSATION; LIEN REMOVAL; WAIVER OF CLAIMS.** Owner shall pay to Contractor, as compensation for the Services, all undisputed amounts at the rate(s) and time(s) set forth in Exhibit B**,** attached to and made a part of this Agreement, which shall constitute the full compensation payable by Owner to Contractor for the Services and all costs and expenses incurred by Contractor in connection therewith pursuant to this Agreement. Prior to tendering final payment to Contractor, and to the extent applicable, Owner shall require Contractor to fully and finally remove any and all liens placed on the Property as they relate to the Services and provide lien waivers as may be required by Owner. Acceptance by the Contractor, its subcontractors or any material supplier of final payment shall constitute evidence of 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 payment.

**3. TERM; TERMINATION.** The term of this Agreement shall begin on the date of this Agreement and, unless earlier terminated as set forth in this Section 3, shall terminate on satisfactory completion of the Services as required by this Agreement.

Owner may, at any time and for any reason, terminate this Agreement by delivering written notice to Contractor. Such termination shall take immediate effect unless some other time is specifically described in the written notice of termination. Upon receipt of the written notice of termination from Owner, Contractor shall: (i) cease operations as directed by Owner in the written notice; (ii) take actions necessary, or that Owner may direct, for the protection and preservation of the Services and/or the Property; and (iii) except for Services directed to be performed prior to the effective date of termination, terminate and cease from further entry into any subcontracts. In the case of termination as set forth herein, Contractor shall be entitled to receive payment for the Services, subject to the applicable provisions of Section 2 above.

**4. INSURANCE.** Contractor shall, prior to commencing performance of the services, procure and thereafter maintain at all times during the term of this Agreement insurance that complies with the requirements set forth below. Before commencing performance of the Services and at any time thereafter upon request by Owner, Contractor shall furnish to Owner a certificate of insurance showing the insurance carried by Contractor in compliance with this Agreement. Contractor assumes all liability for injuries to, and death of any person, for damage to property which may arise out of Contractor’s operations under the Contract or the operation of any Contractor, agent, or employee of Contractor.

Contractor agrees to carry or will cause to be carried with an insurance company or companies satisfactory to Owner and authorized to do business in the areas of operation covered under this agreement, insurance coverage with limits of no less than those set forth in the next succeeding paragraph hereof, such coverage to include but not limited to liability assumed under the indemnity and hold harmless provisions of this agreement.

1. Workers Compensation and Employers’ Liability Insurance with limits of liability of not less than $500,000 covering all of Contractor’s employees. Policy will contain a Waiver of Subrogation endorsement in favor of Owner.
2. Comprehensive General Liability including Contractual Liability Products – Completed Operations Liability, Personal Injury and Advertising Injury with limits of liability of not less than $1,000,000 Combined Single Limit each occurrence $2,000,000 aggregate.
3. Policy will contain an endorsement naming Owner as additional insured as respects to liability arising out of operations and/or services performed by the Contractor.

**5. INDEMNIFICATION.** Contractor shall indemnify, hold harmless, protect and defend Owner, including (as applicable) its officers, directors, shareholders, employees, agents and contractors, and all others who could be liable for the obligations of any of them, from and against any and all claims, demands, actions, fines, penalties, liabilities, losses, taxes, damages, injuries and expenses (including, without limitation, actual attorneys', consultants' and expert witness' fees and costs at the pre-trial, trial and appellate levels) which may be asserted against any of the foregoing persons by contractor, contractor’s employees, agents, subcontractors, or third parties whether foreseeable or unforeseeable in any manner related to, arising out of or resulting from:

 (a) any failure of Contractor to perform its obligations under this Agreement;

 (b) any acts of Contractor beyond the scope of its authority under this Agreement;

 (c) any negligence, willful misconduct or other wrongful acts or omissions of Contractor;

 (d) any injury, damage or death to Contractor, its officers, directors, partners, employees, agents and other representatives, provided such injury, damage or death is not caused solely by the Owner; or

 (e) any injury, damage or death to any independent con­trac­tors of Contractor, provided such injury, damage or death is not caused solely by the Owner; or

 (f) any injury, damage or death to any third party, provided such injury, damage or death is not caused solely by the Owner.

Notwithstanding any other provisions of this Agreement to the contrary, Contractor's obligations under this paragraph shall survive the expiration, termination or cancellation of this Agreement.

**6.** **LIQUIDATED DAMAGES**. The Parties agree that an exact determination of the total damages the Owner will sustain upon the Contractor’s failure to timely complete the Services shall be exceedingly difficult to determine or fix. Therefore, notwithstanding anything in this Agreement to the contrary, if the Contractor shall neglect, fail, or refuse to complete the Services within the times specified herein, then the Contractor does hereby agree, as partial consideration for the awarding of this Agreement, to pay to the Owner, as liquidated damages and not as a penalty, the sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ($\_\_\_\_\_\_\_) per day for each calendar day that is beyond the deadlines set forth in this Agreement, including the Exhibits attached hereto. Such liquidated damages are deemed by the Parties to be a reasonable estimate of the amount of damages the Owner will sustain should the Contractor fail to timely complete the Services. If any liquidated damages are assessed against Contractor pursuant to this Section 6, such amount of damages shall be deducted from any monies due or that may become due to the Contractor, and if such amounts are insufficient to cover the full amount of liquidated damages, then the Contractor shall pay the difference directly to the Owner in immediately available funds.

**7. AUTHORITY.** In performing the Services under this Agreement, Contractor shall at all times be an independent contractor and not an employee, agent or partner of Owner. Contractor shall have no authority whatsoever to act for or to incur any liability or obligation on behalf of Owner.

**8. NOTICES.** All notices and other communica­tions under this Agreement shall be properly given only if made in writing and mailed by certi­fied mail, return receipt requested, postage prepaid, or delivered by hand (including messenger or recognized deliv­ery, courier or air express service) to the party at the address set forth in this paragraph or such other address as such party may desig­nate by notice to the other party. Such notices and other commu­ni­ca­tions shall be effec­tive on the date of receipt (evidenced by the certified mail receipt) if mailed or on the date of such hand delivery if hand delivered.

 (a) Owner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (b) Contractor:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**9. ASSIGNMENT.** Owner may assign its rights and obligations under this agreement without the Contractor’s consent. Contractor shall have no right to assign this Agreement, or any part thereof or interest therein, or to delegate responsibility for performance of the Services to be performed by Contractor under this Agreement.

**10. MISCELLANEOUS**.

10.1 Governing Law: This Agreement and any disputes hereunder or related hereto, is to be governed by the laws of the State where the Property is located.

10.2 Complete Agreement: This Agreement and the Exhibits attached hereto are the entire and integrated agreement between Owner and Contractor with respect to the Services and supersedes all other agreements, understandings, offers and negotiations, oral or written, related thereto.

10.3 Changes and Modifications: Owner shall have the right to order extra Services or to alter, add to or reduce the Services specified by this Agreement. However, no change in the scope of Services shall be undertaken by Contractor unless Owner gives to Contractor a written order signed by a duly authorized representative of Owner. All other changes to this Agreement, or to the terms and conditions of the Services to be performed hereunder, are modifications of this Agreement, which shall be made only in writing signed by a duly authorized representative of each Party.

10.4 Waiver: The waiver by either Party of any breach or violation of any provision of this Agreement, or default under this Agreement, is not a waiver of any other provision of this Agreement or of any subsequent breach, violation or default.

10.5 Independent Contractor Status: Contractor understands that it is an independent contractor and that it has no authority whatsoever to act for or to incur any liability or obligation on behalf of Owner.

10.6 Survival of Certain Provisions Herein: It is expressly understood and agreed that the provisions of Sections 4, 5, and 6 herein shall survive the termination or assignment of this Agreement.

10.7 Force Majeure: Neither Party shall be liable in damages, or otherwise, or be considered in default or breach of this Agreement, if, by reason of an act of nature, fire or public enemy, by reason of a strike, lockout, boycott, picket line, riot or insurrection or by reason of any governmental order, rule, regulation or ordinance, it shall be delayed in, or prevented from, complying with the terms or conditions of this Agreement.

10.8 Headings: The headings in this Agreement are for convenience and ease of reference only, and in no way define, limit or describe the scope or intent of this Agreement.

10.9 Counterparts: This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

[Remainder of page intentionally blank]

**IN WITNESS WHEREOF,** Owner and Contractor have executed this Agreement as of the date first herein above written.

Owner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exhibit “A”**

Description of Services

See attached bid

**Exhibit “B”**

Compensation Schedule

See attached bid