

## **CONSTRUCTION AGREEMENT**

### General Information:

1. The applicant must submit a complete application, including all required documentation, and be in compliance with the requirements and regulations as set forth by the District School Committee herein before entering into an agreement with the Blue Hills Regional Vocational School District (hereinafter, "Blue Hills").
2. Projects for district towns will be given first consideration. Second consideration will be given to projects for private homes within the nine town district. The homes must be owned and occupied by the resident applicant. No work will be considered for rental units
3. All work must be contained in the scope of the curriculum in the Blue Hills' student training program.
4. All work will be coordinated as closely as practical to the scheduled related school instruction. Scheduling of all work will also be governed by existing class schedules. Blue Hills accepts no responsibility for any delays or work stoppages resulting from such scheduling.
5. Applications for construction projects will be reviewed and discussed with the heads of the departments involved and acceptable projects will then be presented to the District School Committee for evaluation and appropriate action.

### Requirements and Regulations

1. All necessary bodily injury and property damage insurance costs are to be borne by the applicant. A certificate of such insurance, provided by a recognized, licensed Massachusetts insurer and in a form satisfactory to Blue Hills, must be presented before the start of the project. The certificate of insurance must indicate that Blue Hills shall receive written notice twenty days prior to any cancellation of insurance. Any cancellation of required insurance shall be immediate cause for the termination of the project by Blue Hills. The homeowner must have coverage for the job site and the work to be performed thereon at all times.
2. For good and valuable consideration, the sufficiency of which I hereby acknowledge, I/We do hereby agree to indemnify and hold harmless, including the costs of defense, the Blue Hills Regional Technical School, the member towns of the Blue Hills Regional Technical School, namely, the Town of Avon, the Town of Braintree, the Town of Canton, the Town of Dedham, the Town of Holbrook, the Town of Milton, the Town of Norwood, the Town of Randolph and the Town of Westwood, their respective elected and appointed officials, committees (including but not limited to the Blue Hills Regional Technical School Committee), officers, agents, employees, insurers, attorneys, servants, volunteers, representatives, subcontractors, affiliates, successors and assigns, and others

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for whom the released parties may have legal responsibility, from and against any and all actions, claims, causes of action, responsibility and liability for injuries or damages which arise in any way directly or indirectly, from or as the result of any deficiencies, omissions or errors in the project's design, specifications or blueprints and/or the performance of any work pursuant to said design, specifications or blueprints. Further, the applicant agrees to indemnify and hold harmless, including costs of defense, Blue Hills, its member towns, its agents, employees, students and any person for whom it has legal responsibility from and against any and all claims for damages or injuries to which Blue Hills may be subjected by reason of death, disease or injury to any person or by reason of destruction, damage or loss to any property of the applicant or of any person which might be occasioned in whole or in part by acts or omissions of the applicant, their employs, agents, representatives and servants, while Blue Hills is engaged in, upon or about the work contemplated within this agreement. I/We do hereby agree to indemnify and hold harmless, including the costs of defense, the Blue Hills Regional Technical School, the member towns of the Blue Hills Regional Technical School, namely, the Town of Avon, the Town of Braintree, the Town of Canton, the Town of Dedham, the Town of Holbrook, the Town of Milton, the Town of Norwood, the Town of Randolph and the Town of Westwood, their respective elected and appointed officials, committees (including but not limited to the Blue Hills Regional Technical School Committee), officers, agents, employees, insurers, attorneys, servants, volunteers, representatives, subcontractors, affiliates, successors and assigns, and others for whom the released parties may have legal responsibility, from and against any and all actions, claims, causes of action, responsibility and liability for damages which arise in any way, directly or indirectly, from any mechanics liens or material liens arising from or out of the scope of the work.

3. The applicant must have been a resident of one of the nine towns representing the Blue Hills Regional School District for at least five (5) years immediately prior to applying for construction work and such work must be constructed within the nine town district. The applicant if accepted by the District School Committee must provide proof of residency for the five year period, prior to approval by the District School Committee. Proof of residency shall be determined at the sole discretion of the District School Committee.
4. The applicant must own and have a clear title to the land. The land and those improvements proposed for the land must comply with all local and state zoning by-laws and all other rules and regulations. Each application must be signed by all current record owners of the project site and each applicant must agree to all terms and conditions of the application and these rules and regulations prior to commencement of any work by Blue Hills. The applicant must present evidence of all necessary state and local permits and approvals prior to the commencement of any work by Blue Hills.
5. The applicant hereby acknowledges that the performance of any services hereunder by Blue Hills confers a benefit upon the applicant for which full consideration is not being paid by applicant to Blue Hills. As such, Blue Hills intends that those benefits conferred hereunder be used and enjoyed by the applicant for a period not less than five years from the date hereof and that said benefits not be used for purposes of enhancing the value of the subject property for sale purposes. Accordingly, applicant agrees not to sell the house which is the subject of a construction agreement with Blue Hills within a period of five (5) years from the

public “Open House Date”. If it is a two (2) year project, the applicant agrees not to sell the house which is the subject of a construction agreement with Blue Hills within a five (5) year period from the second “Open House” date. In the event of a sale of the subject property within the five (5) year period as described by either of the two (2) preceding sentences, such transfer shall be considered a “triggering transfer”. A triggering transfer shall cause a sum equal to two (2) times the service charge, as described in Paragraph 7 below, to become immediately due and payable to Blue Hills. The amount referenced by the preceding sentence shall be hereinafter referred to as “the reimbursement fee.” Applicant hereby acknowledges that, in the event of a triggering transfer, the payment of the reimbursement fee to Blue Hills is both fair and reasonable and does not constitute an undue penalty. A failure by applicant to make full payment of the reimbursement fee within sixty (60) days of a triggering transfer shall constitute a default by applicant pursuant to this agreement. In the event of a default by applicant, Blue Hills shall be entitled to commence a lawsuit against the applicant and applicant hereby agrees to the immediate entry of a final judgment for Blue Hills in an amount equal to the reimbursement fee, together with an award of Blue Hill’s costs, damages, reasonable attorneys’ fees, collection fees and interest in connection with any such action. Applicant further agrees to the immediate issuance of an execution on the judgment entered by the Court and the waiver of any rights to appeal there from. Should an emergency arise and the subject property must be sold within the five year triggering transfer period, the District School Committee must agree in advance and in writing to the action. Nothing contained herein shall be construed to require Blue Hills and/or its District School Committee to grant permission to a transfer of the subject property without payment of the reimbursement fee.

6. The applicant shall have a lending institution certify the financial ability of the homeowner to meet the costs of the proposed construction project. An amount of money sufficient to finance the cost of the construction for the house shall be placed in an escrow account or a lending institution shall have approved a construction mortgage sufficient to finance the cost of the construction. Certification must be presented to Blue Hills Regional by March 1 of the school year prior to the commencement of construction.
7. In addition to any sums paid by applicant in the event of a triggering transfer, as identified in Section 5 above, the applicant agrees to pay a minimal fee to reimburse Blue Hills for the maintenance and repair of tools and equipment. The fee will be based on a twenty-five (25) percent service charge on the total cost of all building materials used in the house construction (said fee hereinafter referred to as “the service charge”), as further described in Section 11 below Following the acceptance of the project by the District School Committee, a deposit must be received by the district by July 1<sup>st</sup> in accordance with the following scale:  
Projects estimated at 1,000 square feet or less - \$5,250.00  
Projects estimated at 1,001 to 3,000 square feet - \$7,875.00  
Projects estimated at 3,001 square feet or more- \$10,500.00  
The balance of the service charge is to be paid in monthly increments on the first of every month starting November 1. The monthly billing will be based on a twenty-five (25) percent service charge on the total cost of all building materials used in the house construction during the previous month(s). At the end of the school year or before occupancy of the completed construction project, whichever comes first, the District School Committee will reimburse the applicant for any overpayment.

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The applicant will bear the transportation cost of the construction container. The container will be put in place in September and removed in June. In addition, there will be a surcharge of \$10 per day for transportation of students and staff to and from the job site. This surcharge will be deducted from the final payment at the end of the school year.

8. Prior to the commencement of any work by Blue Hills, the applicant is to furnish the school with six (6) sets of blueprints, specifications, plot plans, complete electrical plans and masonry plans produced by a registered architect or from a commercially available source.
9. The applicant shall make no changes from the plans and specifications agreed upon by Blue Hills without the prior written approval of Blue Hills.
10. The permit applications must be submitted by April 15<sup>th</sup> of the school year preceding the commencement of the project. Permit applications include: building, plumbing, health department and wiring. All inspections are to be arranged by the applicant. Applicants must comply with all building codes and ordinances. All costs incurred in connection with state and local permits, inspections and compliance efforts shall be the sole responsibility of applicant.
11. The applicant agrees to open accounts as of August 1<sup>st</sup> of the school year in which the project is to commence at material suppliers of the owner's choice in order that materials may be purchased by Blue Hills. The applicant will also list the Blue Hills instructor, assigned to their project, as an authorized signatory on said accounts. The final service charge will be based on the cost of construction materials used by Blue Hills' students. The applicant shall pay for all bills, costs and expenses incurred by Blue Hills on behalf of applicant in connection with the construction project.
12. The applicant agrees to provide a dumpster for the duration of the project. This will allow for Blue Hills to maintain a clean safe work site. The costs and responsibility for the dumpster shall be the sole responsibility of the applicant.
13. The applicant agrees to have the Blue Hills Storage box hard wired into the project's existing electrical panel. A licensed electrician must do this work, with the costs to be borne by the applicant.
14. It will be the responsibility of the applicant to insure convenient and timely delivery of materials to the project site in ample time to expedite each phase of construction. Any delays caused by unavailability of project materials will be the sole responsibility of the applicant.
15. All materials and supplies provided by applicant must be to the specifications agreed upon by Blue Hills. Any changes must be approved in advance and in writing by Blue Hills.
16. The applicant agrees that all work, which is the subject of agreement between the applicant and Blue Hills, will be done by Blue Hills' students. Other sub-contracted work is the sole responsibility and expense of the owner and must be scheduled and completed to conform to the work schedule of the school. The applicant agrees to secure the services of a foundation contractor by June 1 of the school year preceding the work to be done. The foundation shall

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be in the ground and backfilled by August Blue Hills shall bear no responsibility for delays caused by the failure to have the foundation work properly completed by August 1<sup>st</sup>.

17. The applicant must agree to provide certified and licensed sub-contractors for all supplementary work, as is necessary to complete the building project. Under no condition may the owner perform any of the sub-contracting work without the prior express, written approval of the Blue Hills Regional Technical School.
18. The applicant shall provide water, power, toilet facilities, telephone, snow plowing (including snow removal) and fuel for temporary heat as deemed necessary by Blue Hills for the performance and completion of the project. The applicant will reimburse Blue Hills Regional for the transportation costs to move the storage box to and from the project.
19. The applicant must be available for consultation at the site or school, as reasonably necessary to expedite the work. The applicant is to inspect the work as it progresses, so that the work is satisfactory to both parties.
20. The applicant must agree to a properly supervised public "Open House", to be conducted during the school year.
21. It is my understanding that all applications for construction work remain on file for one school year. All material considered part of the construction application will become the property of the school, upon termination of the application, unless a written request for return of the material is received by the school from the applicant prior to the end of the school year.
22. All construction projects are school year projects unless otherwise agreed to, in advance, in writing by the District School Committee.

We the undersigned record owners of the project site agree to the requirements and regulations contained herein.

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

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

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**Construction Application**

**(Revision: DSC Approval, 3/20/07.7/23/08.5/18/10)**

Name:

Date:

Address: \_\_\_\_\_ Town: \_\_\_\_\_

Telephone:

Work Phone:

List address(s) for past 5 years if different from current address:

Construction Project Address:

Do you currently hold record title to the project site land and the buildings located

thereon? Identify all other current record owners of the project site land:

Identify the Financial Institution approving any loan in connection with the proposed house construction project:

Brief description of the proposed construction project:

Estimated material cost of the proposed project:

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At the time the application is submitted, architectural drawings of the project and pictures of the proposed addition must be submitted with the application. The Blue Hills Regional Technical School will only do additions off the side or back of the house. We do not raise the roof for a second story addition. If your project is chosen, blueprints (including framing plans) and electrical plans will be needed. All applications will be reviewed and selection will be based primarily on the educational benefits which can be derived from the project by the students of the Blue Hills Regional Technical School. Final evaluation and selection of projects will be made by the members of the District School Committee at their sole discretion. The District School Committee reserves the right to reject all applications if determined to be in the best interests of the School District. The decisions of the DSC are final and not subject to appeal.

A copy of applicant's deed reflecting current record ownership of the project site must be submitted with the application.

Each application must be received by January 15<sup>th</sup> and must be accompanied by a \$250.00 non-refundable application fee. Should your project not be selected in year one, the fee qualifies the applicant for consideration during the next four school years, but the application must be renewed each year.

In applying for a Construction Project to be performed by the students of the Blue Hills Regional Technical School, I do hereby agree to abide by all the rules and regulations as set forth by the Construction Agreement of the Blue Hills Regional District School Committee, as attached hereto. I hereby acknowledge receipt and review of said rules and regulations.

\*\*This application must be signed by all current record owners of the project site.

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

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

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