

ATTACHMENT G – SAMPLE CONTRACT AGREEMENT

IFB #2026-FE01 – Front Entry Enhancement Project

New Heights Charter School of Brockton
1690 Main Street
Brockton, Massachusetts 02301

SAMPLE CONTRACT AGREEMENT

This Sample Contract Agreement is provided for informational purposes only. Following award of the Contract, the successful Bidder shall execute the final Contract Agreement prepared by the Awarding Authority. Submission of a bid constitutes the Bidder's acknowledgment and acceptance of the terms and conditions contained herein.

1. PARTIES

This Agreement is entered into by and between:

New Heights Charter School of Brockton
1690 Main Street
Brockton, Massachusetts 02301

hereinafter referred to as the "Awarding Authority,"

and

hereinafter referred to as the "Contractor."

2. PROJECT

The Contractor agrees to furnish all labor, supervision, materials, equipment, tools, transportation, permits, inspections, testing, and all services necessary to complete the:

Front Entry Enhancement Project

at:

New Heights Charter School of Brockton
1690 Main Street
Brockton, Massachusetts 02301

3. CONTRACT DOCUMENTS

The Contract Documents shall consist of:

- Executed Contract Agreement
- Invitation for Bids (IFB #2026-FE01)
- Technical Specifications
- Drawings and Attachments
- Addenda
- Contractor's Bid
- Prevailing Wage Schedule
- Performance Bond
- Payment Bond
- Certificates of Insurance
- Approved Shop Drawings
- Approved Product Submittals
- Approved Change Orders
- Notice to Proceed

These documents shall constitute the entire agreement between the parties.

4. CONTRACT PRICE

The Awarding Authority agrees to pay the Contractor:

\$ _____

for complete performance of the Work.

The Contract Price shall include all labor, supervision, materials, equipment, permits, inspections, testing, overhead, profit, transportation, cleanup, warranties, and all incidental items necessary to complete the Project.

5. CONTRACT TIME

The Contractor shall commence Work immediately upon receipt of the Notice to Proceed.

Substantial Completion shall be achieved on or before August 10, 2026, unless extended in writing by the Awarding Authority.

Time is of the essence.

6. PAYMENT

Payments shall be made in accordance with the Contract Documents and applicable Massachusetts General Laws.

The Contractor shall submit payment applications supported by:

- Schedule of Values
- Certified Payroll Reports
- Statements of Compliance
- Approved Change Orders
- Any supporting documentation requested by the Awarding Authority

Final payment shall not be made until Final Acceptance has been issued.

7. PREVAILING WAGE

The Contractor shall comply with all requirements of the Massachusetts Prevailing Wage Law (M.G.L. c. 149, §§26–27H).

Weekly Certified Payroll Reports and Statements of Compliance shall be submitted throughout the Project.

8. INSURANCE

Prior to commencing Work, the Contractor shall provide Certificates of Insurance evidencing the coverages required by the Invitation for Bids. New Heights Charter School of Brockton shall be named as an Additional Insured where applicable.

9. PERFORMANCE AND PAYMENT BONDS

The Contractor shall furnish:

- Performance Bond — 100% of the Contract Price
- Payment Bond — 100% of the Contract Price

prior to execution of the Contract.

10. PERMITS AND INSPECTIONS

Unless otherwise specified, the Contractor shall obtain and pay for all permits, inspections, licenses, and approvals required to complete the Work. Copies of all inspection approvals shall be provided to the Awarding Authority prior to Final Acceptance.

11. CHANGES IN THE WORK

No change to the Work shall be made without a written Change Order approved by the Awarding Authority. Unauthorized work performed without written authorization shall be at the Contractor's sole risk and expense.

12. WARRANTY

The Contractor shall warrant all labor and workmanship for a minimum period of one (1) year following Final Acceptance.

Manufacturer warranties shall be assigned to the Awarding Authority.

13. TERMINATION

The Awarding Authority reserves the right to terminate the Contract for default, failure to perform, or convenience in accordance with applicable Massachusetts law and the Contract Documents.

14. GOVERNING LAW

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

Venue for any legal action shall be the appropriate court located within the Commonwealth of Massachusetts.

15. EXECUTION

AWARDING AUTHORITY

New Heights Charter School of Brockton

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR

Company: _____

By: _____

Name: _____

Title: _____

Date: _____