

ATTACHMENT G – SAMPLE CONTRACT FORM

IFB #2026-FM01 – GYM Floor Replacement

New Heights Charter School
1690 Main Street, Brockton, MA 02301

AGREEMENT

This Agreement is made between:

New Heights Charter School of Brockton
(hereinafter referred to as the “Owner”)

and

(hereinafter referred to as the “Contractor”)

1. SCOPE OF WORK

The Contractor shall furnish all labor, materials, equipment, supervision, demolition, disposal, testing, transportation, permits, and services necessary to complete the Gymnasium Floor Replacement Project in accordance with:

- IFB #2027-FM01
- Technical Specifications
- All Addenda
- Contractor's Bid
- All Contract Documents

The Work shall include all labor, materials, equipment, and incidental items necessary to provide a complete, fully installed, and operational athletic flooring system, including demolition of the existing gymnasium floor, subfloor preparation, moisture testing and mitigation (where required), installation of the new athletic flooring system, court striping, installation of the School's center-court logo, floor finishing, final cleaning, warranties, closeout documentation, and all work necessary for a complete and functional installation in accordance with the Contract Documents.

2. CONTRACT PRICE

The Owner agrees to pay the Contractor the total Contract Price of:

\$ _____

The Contract Price shall be firm and fixed for the duration of the Project and shall include all labor, supervision, materials, equipment, demolition, disposal, transportation, permits, testing, overhead, profit, and incidental items necessary to complete the Work.

No additional compensation shall be allowed for work reasonably inferable from the Contract Documents unless authorized through an approved written Change Order.

3. TIME OF PERFORMANCE

Notice to Proceed:

Substantial Completion:

Final Completion:

Time is of the essence.

4. LIQUIDATED DAMAGES

If the Contractor fails to achieve Substantial Completion by the Contract Completion Date, the Contractor shall pay the Owner Liquidated Damages in the amount of Three Hundred Dollars (\$300.00) per calendar day for each day of delay.

Liquidated damages are intended to compensate the Owner for damages that are difficult to quantify and are not intended as a penalty.

5. PREVAILING WAGE

This Contract is subject to the Massachusetts Prevailing Wage Law (M.G.L. Chapter 149, Sections 26–27H).

The Contractor shall:

- Pay all workers the applicable prevailing wage.
- Submit weekly Certified Payroll Reports.
- Submit Statements of Compliance.
- Maintain payroll records in accordance with Massachusetts law.

6. INSURANCE

The Contractor shall maintain, at a minimum:

- Commercial General Liability
 - \$1,000,000 Each Occurrence
 - \$2,000,000 Aggregate
- Workers' Compensation
 - Statutory Limits
- Employer's Liability
 - \$500,000
- Automobile Liability
 - \$1,000,000 Combined Single Limit
- Umbrella Liability
 - \$2,000,000

Certificates of Insurance shall be submitted prior to Contract execution.

New Heights Charter School of Brockton shall be named as an Additional Insured where applicable.

7. PERFORMANCE AND PAYMENT BONDS

Within ten (10) calendar days following the Notice of Award, the Contractor shall furnish:

- Performance Bond — One Hundred Percent (100%) of the Contract Price.
- Payment Bond — One Hundred Percent (100%) of the Contract Price.

8. PAYMENTS

Payment shall be made on a Net Thirty (30) basis following approval of properly submitted invoices.

Payments are contingent upon:

- Acceptance of completed Work.
- Submission of Certified Payroll Reports.
- Compliance with the Contract Documents.

Final payment shall not be released until:

- Final inspection has been completed.
- Punch list items have been corrected.
- Closeout documentation has been approved.

9. CHANGE ORDERS

No changes to the Scope of Work, Contract Price, or Contract Time shall be made without a written Change Order approved by the Owner.

The Contractor shall not perform additional or changed Work without prior written authorization.

10. WORK HOURS AND SITE CONDITIONS

All Work shall be coordinated with the Owner.

The Contractor shall:

- Minimize disruption to School operations.
- Maintain a safe work environment.
- Protect existing facilities.
- Maintain daily housekeeping.
- Comply with all School access and security procedures.

11. BACKGROUND CHECKS

The Contractor shall ensure that all employees assigned to the Project comply with School safety requirements. The Owner reserves the right to require CORI background checks for Contractor personnel working within occupied school facilities.

12. SUBMITTALS

Prior to installation, the Contractor shall submit:

- Product Data
- Manufacturer Specifications
- Shop Drawings
- Court Striping Layout
- School Logo Layout
- Construction Schedule
- Warranty Information

No installation shall begin until required submittals have been reviewed and accepted by the Owner.

13. FINAL ACCEPTANCE

Final acceptance shall require verification and approval by:

- Dr. Delroy Dennis
Director of Operations / Procurement Officer
- Mr. Anthony J. Wright
Athletic Director & Dual Enrollment Coordinator (Technical Lead)

Acceptance shall confirm that the athletic flooring system has been installed in accordance with the Contract Documents and is ready for its intended use.

14. CLOSEOUT REQUIREMENTS

Prior to Final Payment, the Contractor shall provide:

- Manufacturer Warranty
- Installation Warranty
- Maintenance Manual
- Cleaning Instructions
- Product Literature
- Final Inspection Report
- As-Built Court Layout
- Training Documentation
- Final Certified Payroll Reports

15. WARRANTY

The Contractor shall provide:

- Manufacturer's Standard Product Warranty.
- Minimum One (1) Year Installation Workmanship Warranty.

The Contractor shall respond to warranty service requests within forty-eight (48) hours of notification.

16. COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, state, and local laws, regulations, codes, OSHA requirements, and Massachusetts public construction laws governing the Project.

17. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless New Heights Charter School of Brockton, its officers, employees, agents, and representatives

from and against claims, damages, losses, liabilities, and expenses, including reasonable attorneys' fees, arising out of or resulting from the performance of the Work, to the extent caused by the negligent acts or omissions of the Contractor, its employees, subcontractors, or anyone directly or indirectly employed by them.

18. TERMINATION

The Owner may terminate this Contract:

- For Cause, due to Contractor default, failure to perform, or material breach of the Contract.
- For Convenience, upon written notice, when determined to be in the best interest of the Owner.

19. ENTIRE AGREEMENT

This Contract consists of:

- This Agreement
- IFB #2027-FM01
- Technical Specifications
- All Addenda
- Contractor's Bid
- Prevailing Wage Schedule
- All Attachments
- Approved Change Orders

Order of Precedence

1. Executed Contract Agreement
2. Addenda
3. Invitation for Bids
4. Technical Specifications
5. Attachments
6. Contractor's Bid

SIGNATURES

OWNER

New Heights Charter School

Name: _____

Title: _____

Signature: _____

Date: _____

CONTRACTOR

Name: _____

Title: _____

Signature: _____

Date: _____