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COMPANY NAME
CONSTRUCTION CONTRACT

THIS AGREEMENT/CONTRACT made this (dd/mm/yyyy) _____ by
and between _____, herein called the “contractor” and the
_____ Head Start Program, herein called the “Company
Name Here”.

The location of the project is (street address, city, state and zip code)

The contractor and the Company Name Here mutually agree ...

Article A

Scope of Work

The contractor, having reviewed all plans and specifications and visited the project site is satisfied that all cost associated with the work in this Contract are included in their bid. The contractor shall furnish all labor, materials, equipment, and services to complete all work required in accordance with the specifications and the Scope of Work and/or other documents which make up the total Contract Documents for this project.

Bid/Proposal Number _____ (optional) _____

Article B

Contract Amount and Payments

The Company Name Here shall pay the contractor for the performance of work in accordance with the terms and conditions of the Contract, subject to additions/ deductions as provided in the Contract Documents, the sum of \$ _____,
_____ dollars and _____ cents (written as)

Payment is subject to any additions, deductions and retainage as provided for in the terms of the Contract. The contractor shall make only one draw every 30 days. Certified Payroll Reports shall be submitted weekly. Weekly payroll information shall include a completed U.S. Department of Labor Form WH-347 or its equivalent and a Statement of Compliance, U.S. Department of Labor Form WH-348 or its equivalent.

Each pay request shall be dated and received by the Company Name Here at least ten (10) working days before the date of payment. Payment is subject to approval by the Contracting Officer or their representative. The contractor shall be entitled to payments in the amount equal to the total value of the work completed less [ten percent (10%) retainage and prior payments]. Final payment to the contractor shall be payable after the Company Name Here or their representative has conducted a final inspection to confirm the quality and completeness of the work. The contractor agrees that within fifteen (15) days following receipt of final payment, all unpaid obligations in connection with the

work and Contract will be paid. The contractor shall be required to certify to the Company Name Here that all obligations have been paid and will furnish evidence in the form of a signing Final Lien Release and Release of Interest form.

For any changes to the Scope of Work, the Contract Documents, additions or deletions, or any other changes a written Change Order must be presented to the Company Name Here. Only changes approved in writing by the Company Name Here, prior to work performed will be authorized for payment. Failure to secure a signed Change Order from the Contracting Officer may result in the contractor being held liable for the costs associated with said changes.

Article C

Time

The work shall start with the execution of the Notice to Proceed and shall be completed within _____ calendar days. The time by which the work shall be completed may be extended only with an approved change order signed by the Contracting Officer. The contractor shall correct any defects due to faulty materials or workmanship within three hundred sixty-five (365) days of Contract completion. If any additional warranty is provided, that warranty will become part of this Contract.

If the work is not completed on or before the completion date as set forth in the Notice to Proceed or amended by an approved Change Order, the Company Name Here reserves the right to impose liquidated damages or to consider the Contract in default. In the event the contractor does not complete the work as set forth herein on or before the completion date, the Company Name Here has estimated to the best of their ability a fair and reasonable monetary amount as compensation insofar as liquidated damages are concerned. It is agreed that the contractor shall pay the Company Name Here the sum of \$ _____ per day for each calendar day that The contractor takes to complete its work after the completion date established in the Notice to Proceed, or its amendment. This completion date may be extended by an approved Change Order.

Article D

Default

The Company Name Here may declare the contractor in default for any of the reasons listed in this Contract and may terminate in whole or part any portion of this Contract. The contractor will receive written notification of such determination of default, and if the Contract is terminated the Company Name Here may require the contractor to transfer title and deliver immediately to the Contracting Officer all completed work, including where applicable all reports, working papers and documents. The Company Name Here may withhold payments due the contractor in any amount determined

by the Contracting Officer necessary to protect the Company Name Here against loss. In the event the contractor terminates this Contract or any portion thereof, the Company Name Here reserves the right to contract services similar to or equal to those terminated. State contractual law shall govern the rights and remedies provided for in this Contract. Failure to exercise any rights or remedies, as set forth in this Contract or by law shall not be construed as a waiver by the Company Name Here in regards to default. The following are sample reasons for default

Failure to begin work as noted in the Notice To Proceed Failure to provide sufficient labor, equipment, or materials to ensure the scope of work is completed within the terms of the Contract:

- Unsatisfactory performance
- Work stoppage without approval of the Company Name Here
- Failure to remove and replace any work rejected by the Company Name Here as unsatisfactory
- Failure to resume work that had been suspended with fifteen (15) days of notification to begin work
- Insolvency or bankruptcy
- Any assignment of this Contract to benefit creditors
- Failure or refusal, within fifteen (15) days of payment, by the Company Name Here to The contractor to provide proof of payment for materials, labor, and Certified Payroll Reports as requested by the Contracting Officer
- Failure to protect, repair, replace or correct any damage or injury to Company Name Here's property
- Breach of any other article(s) of this Contract

Article E

Sample PROFORM