“SAMPLE CONSTRUCTION CONTRACT”

(for projects using federal funds)

CONSTRUCTION CONTRACT

1. ***Parties.*** This is a construction contract made this add day here day of add month here , 20 add year here between the add Municipality name here (hereafter called "Owner"), and add Contractor name here of add Contractor’s address here, a corporation, incorporated under the laws of the State of add Contractor’s State of Incorporation here , its successors and assigns, (hereafter called “Contractor”).
2. ***Subject Matter.*** The Contractor, in consideration of the payment or payments specified in this Contract and agreed to by the Owner, hereby agrees to furnish all the materials and to perform all the work and labor in the improvement of a certain project in the add Project Location here , at the unit prices bid by Contractor for the respective estimated quantities, aggregating approximately the sum of add Project Bid Total here ($$$) , and such other items, as are mentioned in the original Proposal. The original Proposal and prices named, together with the Standard Specifications for Construction ("Specifications") as are listed in the Schedule of Prices, are made a part of this Contract. Also, the drawings of the roadway prepared by the add name of Project Design Firm here are made a part this Contract The project is situated as follows: add Project Name, Number and Description here .
3. ***Labor and Material; Specifications.*** The Contractor shall perform all the work and labor in the best and most workmanlike manner. The materials and labor shall be in strict and entire conformity, in every respect, with the Specifications and drawings and shall be subject to the inspection and approval of the Owner. If any of the material or labor shall be rejected by the Owner as defective or unsuitable, then the Contractor shall remove and replace the defective or unsuitable materials with other approved materials and do the labor anew, to the satisfaction and approval of the Owner, at the cost and expense of the Contractor. The VTrans 2018 Standard Specifications for Construction are incorporated herein, and made a part of this Contract
4. ***Time for Performance; Liquidated Damages.*** The Contractor shall furnish the materials and perform the labor in every respect to the satisfaction and approval of the Owner, on or before add Project Completion Date here after written notice has been given by the Engineer to begin work. In case of the failure on the part of the Contractor, for any reason, except as provided in this Contract, to complete the furnishing of the materials and performing the work on or before add Completion Date here the Owner shall deduct from any moneys due or which may become due the Contractor, or if no moneys shall be due, the Owner shall have the right to recover the amount of liquidated damages as provided in the Specifications for each and every day elapsing between the time stipulated for the completion and the actual date of completion, in accordance with the terms of the Contract Any such deductions or sums to be recovered are not penalties but liquidated damages. However, the Owner at its discretion, shall make allowance over the period specified for the completion of the work, for causes over which the Contractor has no control and which must delay the completion of the work, in such case, the Contractor shall become liable for liquidated damages for delays beginning from the date on which the extended period shall expire.
5. ***Extra Work or Materials; Claims.*** The Contractor understands and agrees that the Owner will not allow any claim for extra work or materials, not specifically provided in this Contract. The Contractor shall not do any work or furnish any materials not covered by these Specifications and Contract, unless such work is ordered in writing by the Owner. In no event shall the Contractor incur any liability by reason of any verbal directions or instructions that he may be given by the Owner. The Owner will not be liable for any materials furnished or used or for any work or labor done, unless the materials, work or labor are required of the Contractor on written order furnished by the Owner. Any such work or material which may be done or furnished by the Contractor without such written order first being given by the Owner shall be at the Contractor's own risk, cost and expense. The Contractor agrees that without such written order the Contractor shall make no claim for compensation for work or materials so done or furnished.

**6. *Assignment; Subcontracting.*** The Contractor shall not assign this Contract or any part of this Contract, or any right to any moneys to be paid the Contractor under this Contract, without the prior written approval of the Owner. The Contractor shall not subcontract any part of the work to be done or materials furnished under the Contract without the written approval of the Owner. The Contractor shall perform a minimum of 50% of the work with their own forces.

1. ***Acceptance of Final Payment; Release.*** The Contractor's acceptance of the final payment shall be considered as a release in full of all claims against the Owner arising out of, or by reason of the work done and materials furnished under this Contract.
2. ***Bonds.*** The Bonds given by the Contractor, a Performance Bond in a sum equal to one-hundred

(100) per centum, and a Payment (Labor and Materials) Bond in the sum equal to one-hundred (100) per centum of the total contract price of the work to be done, to secure a proper compliance with the terms and provisions of this Contract, are attached to and made a part of this Contract.

1. ***Dispute Resolution; Exclusivity of Administrative Remedies.*** All questions or disputes arising between the parties hereto respecting any matter pertaining to this Contract or any part of this Contract, or any breach of this Contract shall be referred to the governing body of the Owner. Should a claim be denied in whole or in part by the governing body of the Owner, the Contractor may appeal to the VTrans Chief Engineer, whose decision and award shall be final, binding and conclusive upon all parties, subject to the right of appeal to the Transportation Board under 19 V.S.A. § 5(d) (4). All other rights or rights of action at law or in equity under and by virtue of this Contract and all matters connected with and relating to this Contract are hereby expressly waived.
2. ***Compensation for Contract Work.*** The Contractor agrees to receive the prices set forth in the Schedule of Prices as full compensation for furnishing all the materials and labor which may be required in the prosecution and completion of the whole of the work to be done under this Contract and in all respects to complete this Contract to the satisfaction of the Owner.
3. ***Contract Documents.*** The term Contract Documents means and includes each and every one of the following, in their individual entireties (those listed as attachments shall be physically attached to the Contract):

Included as attachments:

* Schedule of Prices (Bid Form) (attach contractor’s bid form)
* Contractors EEO Certification Form CA-109 – Appendix A (attach contractor’s EEO form)
* Debarment & Non-Collusion Affidavit CA-91 – Appendix B (attach contractor’s affidavit)
* Worker Classification Compliance Requirement *(Prime Contractor)* – Appendix C (attach contractor’s filled out form)
* Required Contract Provisions for Federal-Aid Construction, FHWA Form 1273 – Appendix D (Form 1273 must also be attached to all subcontracts)
* Standard Federal EEO Specifications, (Executive Order 11246) CA-26 – Appendix E
* Vermont Minimum Labor & Truck Rates – Appendix F
* Disadvantaged Business Enterprise (DBE) Policy Contract Requirements CR-110– Appendix G
* Compliance Bond – Appendix H (attach contractor’s Performance Bond)
* Labor & Materials Bond – Appendix I (attach contractor’s Payment Bond)
* Standard Title VI/Non-Discrimination Assurances Appendices A and E – Appendix K
* Certificate of Workers’ Compensation Coverage (Prime Contractor) – Appendix L

Included by reference:

* Invitation for Bids
* Instruction to Bidders
* Project Special Provisions
* VTrans 2018 Standard Specifications for Construction
* The latest [VAOT General Special Provisions](https://vtrans.vermont.gov/highway/construct-material/construct-services/pre-contractspecifications/active)
* Project Permits (Highway Access Permit, etc.)
* Environmental Permits
* US Department of Labor Davis-Bacon Rates
* Approved Project Change Orders
* Right of Way and Utility Clearance
* Materials Record and Certification Package
* Work Zone Safety & Mobility Policy and Guidance Document

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate, each of which shall be deemed an original on the date first above written.

**OWNER:**

Name

Signature

Title

(SEAL)

Attest

Name

(Please Type)

Title

**CONTRACTOR:**

Firm

Name and Title

Signature

Address

(SEAL)

Attest:

Name:

(Please Type)

Title