

# Contractor agreement



Central South Carolina  
**Habitat**  
for Humanity®

**[TO BE USED FOR HABITAT NEW CONSTRUCTION, REHABS, RECYCLES, WHERE THE AFFILIATE IS THE OWNER/BUILDER.]**

Job No.: \_\_\_\_\_ Job Name: \_\_\_\_\_

Habitat for Humanity: \_\_\_\_\_

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

License No.: \_\_\_\_\_ Telephone No.: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor: \_\_\_\_\_

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

License No.: \_\_\_\_\_ Telephone No.: \_\_\_\_\_ Email: \_\_\_\_\_

This Contract is entered into as of \_\_\_\_\_, 20\_\_\_\_, by and between Owner/Builder/Central South Carolina Habitat for Humanity (“HFH”) and Contractor for the furnishing by Contractor of a portion of the labor, services, equipment and materials necessary to construct the Project in accordance with the terms of this Contract.

1. **Scope of Work.** Contractor will furnish and pay for all labor, services, equipment, materials, taxes, permits, licenses, insurance (as required herein), and transportation necessary or incidentally required to perform the scope of work described in attachment “Turnkey Build Scope of Work” to this Contract (the “Work”) in accordance with and subject to the terms of this Contract.
2. **Contract Documents.** The Contract Documents for this Contract consist of this Contract, the Exhibits to this Contract, the Plans and Specifications for the Project, the Request for Proposal, the Change Order/s (if applicable) and all documents incorporated by reference therein (collectively, the “Contract Documents”). Contractor agrees to be bound to Contract by the terms of the Contract Documents and, except as otherwise expressly provided in this Contract:
  - 2.1. **Review of Contract Documents.** Contractor represents and warrants that it has reviewed the Contract Documents, is familiar with the provisions governing the Work of this Contract and will perform the Work in strict accordance with the Contract Documents.
3. **Project Submittals.** Contractor shall submit to HFH within ten (10) days after the date of the issuance of this Contract and prior to commencement of Contractor’s Work, the following documents: a) An original of this Contract fully executed by the Contractor; b) All documents evidencing Contractor’s compliance with Insurance Requirements set forth herein, including the insurance policies, endorsements and certificates of insurance.
4. **Contract Times and Schedule.**
  - 4.1. Contractor will perform and complete the Work within the times set forth in the Contract Documents. The date of the commencement of the Work shall be the date set forth in a notice to proceed issued by HFH. Subject to adjustments of the Contract Time as provided for in the Contract Documents, Contractor shall achieve Substantial Completion of its entire

Revised 11/2/21

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
HFH

scope of Work within \_\_\_\_ days of receipt of HFH's notice to proceed. The term "Substantial Completion" shall mean Contractor's completion of all of its Work with the exception of typical punch list items. Final completion of the work shall be completed in not more than 30 days of achievement of Substantial Completion.

- 4.2. In accordance with the requirements of this Section 4 above, Contractor, prior to the commencement of its Work, in consultation with HFH, will prepare and submit for HFH's approval a schedule for the performance of the Work. Upon HFH's approval of Contractor's schedule, Contractor will thereafter perform the Work in accordance with the approved schedule and will provide updates of the schedule.
- 4.3. Contractor shall report to HFH on a **weekly basis** the actual progress of Contractor's Work, any delays or disruptions experienced by Contractor, and the impact of any such delays and disruptions on Contractor's completion deadline.
- 4.4. If Contractor is delayed in the performance of the Work by HFH or by any acts or causes beyond Contractor's control which are excused under the Contract Documents, Contractor will extend the schedule for a period of time equivalent to any such critical path delay as approved by HFH. Contractor will provide HFH with written notice within five (5) days of the commencement of any such delay. Contractor's failure to provide the foregoing notice will be deemed a waiver of its right to obtain an extension of time for the delay. HFH shall not be liable to Contractor for any damages or additional compensation as a consequence of delays. It is understood and agreed that Contractor's sole and exclusive remedy for delay shall be an extension in the time for performance of Contractor's Work.
5. **HFH's Right to Do Contractor's Work.** In addition to HFH's other remedies, if Contractor fails to supply sufficient manpower, equipment or materials to advance the Work according to HFH's Schedule, HFH may, at its option, use its own forces, supplement Contractor's work force, use its own equipment or materials as is necessary to increase the rate of progress, or terminate Contractor and declare Contractor in breach of this Agreement. In such event, HFH shall deduct the expense thereof, plus reasonable overhead and profit, from the Contract Price.
6. **Contractor's Compensation.** HFH agrees to pay Contractor the amounts set forth in Exhibit A in exchange for performing the Work in strict accordance with and subject to the terms of the Contract Documents.
7. **Progress Payments.**
  - 7.1. HFH will make **biweekly progress payments at the prices set forth in Exhibit A** for work performed by Contractor during the Project. The amount of each payment will be based on the amount of Work performed and in-place as determined by field-measured quantities as agreed upon by HFH and Contractor, on or about the first day of each month and the 15th of each month, or next business day, with such additional amounts as may be set forth in Exhibit A. HFH will consult with Contractor before certifying the estimate of the quantity of Work performed during the preceding two weeks and will forward to HFH any objections Contractor may have to the estimate. Retention in the amount of 10% (the greater of 10% of the contract price or 10% of the reasonable value of the Work completed) shall be withheld by HFH from each progress payment to Contractor. Contractor waives its right to statutory liens on any job not fully performed by Contractor.
  - 7.2. Contractor will submit progress payment applications reflecting the agreed pay estimate along with any other amounts that may be due under this Contract in a form acceptable to HFH.

- 7.3. Biweekly progress payments will be made not later than ten (10) days after HFH's receipt of each progress payment application from Contractor in the amount of the value of the Work performed by Contractor and its subcontractors during the preceding two-week period.
- 7.4. As a condition precedent to HFH's obligation to make any progress payment to Contractor, Contractor will submit to HFH supporting documentation for Contractor's Work, including the Work of its subcontractors required by HFH, including conditional waiver/release documents relating to the specific Work described in the corresponding payment application.

**8. Final Payment.**

- 8.1. After Contractor has completed the Work in accordance with the Contract Documents, HFH will pay Contractor's retention within ten (10) days of the submission of a fully supported final payment application, or within the time required by applicable law.
- 8.2. HFH's obligation to pay Contractor's retention is conditioned on Contractor's submittal of all final documentation applicable to Contractor's Work, including documentation memorializing Contractor's waiver and release of any claims relating to its Work. HFH shall have the right to withhold from the final payment any monies permitted to be withheld pursuant to the Contract Documents or as permitted by law.
- 8.3. HFH may offset against any sums due or to become due Contractor all costs incurred in pursuing any of the remedies provided hereunder, including, but not limited to, reasonable overhead, profit and actual attorneys' fees incurred as a result of Contractor's nonperformance.

**9. Warranty.**

- 9.1. Contractor warrants that all labor performed and materials furnished by Contractor shall be free of defects in workmanship and materials for a period beginning on the date that Contractor achieves final completion of the Work and ending on the date the last of the following occurs: (i) one (1) year; (ii) the date that all express and implied warranties from HFH to the Owner expire; or (iii) the date upon which the statute of limitations expires for an Owner of the improvements to bring an action for breach of (a) any warranty created or implied by law or (b) any express warranty given by Contractor or HFH. Contractor agrees to make all repairs and correct such defects under warranty within eight (8) hours of notice of such defect in an emergency, and within three (3) business days of notice of such defect on a nonemergency basis, provided Contractor is granted reasonable access to the residence. HFH may, at its sole discretion, choose to repair defects in or replace warranted Work through its own employees or through a third party. Contractor agrees to reimburse HFH for all costs and expenses incurred in repairing or replacing warranty Work. Reimbursement of these costs and expenses is due upon demand by HFH. The performance/fulfillment of any warranty repair responsibilities by HFH, or any other third party, will not affect, minimize or in any way obviate Contractor's warranty obligations, Contractor's indemnity provided herein, or the ability of HFH to request Contractor to perform warranty services in the future. These warranty obligations shall survive any termination of this Agreement.
- 9.2. In the event of termination of this Agreement by HFH, HFH may withhold from the final payment to Contractor an amount reasonably calculated to pay for Contractor's prospective warranty obligations on Work performed.

10. **Standard of Care.** Contractor will perform the Work in accordance with the standard of care in the industry and the locality where the Work is to be performed for similar projects of comparable complexity, risk and magnitude.
11. **Licenses.** Contractor represents and warrants that it possesses all licenses, registrations and certifications to perform the Work and that they will be kept in effect for the duration of its Work on the Project.
12. **Compliance with Laws.** Contractor represents and warrants that it is familiar with and will comply with all federal, state and local laws, ordinances, regulations and permits governing the performance of its Work.
13. **Supervision.** Contractor will assign a competent supervisor to oversee the Work. Contractor's supervisor must be present at the site during the performance of Contractor's Work and shall be the Contractor's authorized representative for all purposes under this Contract. Contractor shall assign sufficient qualified, skillful and competent personnel to perform the Work in accordance with the Contract Documents and to maintain the progress of the Work in accordance with the contract times and approved schedule.
14. **Means and Methods.** Except as otherwise provided in the Contract Documents, Contractor is solely responsible for the means, methods, techniques, sequences and procedures employed to perform the Work.
15. **Unloading and Storage.** Contractor shall receive, unload, move, store and protect its materials, equipment and supplies with Contractor's personnel.
16. **Maintenance of Work Sites.** Contractor shall keep the sites of its Work in a neat and orderly condition and reasonably free from accumulations of waste and debris. Upon completion of its Work, Contractor shall remove all of its surplus materials, waste and debris and shall leave the sites of its Work in a neat and orderly condition.
  - 16.1. Contractor will confine its construction equipment and materials and the operations of its workers to the Project site and the areas identified in and permitted by the Contract Documents, permits, licenses or rights of way. Contractor is responsible for damage to any such land or area, or to land or areas contiguous thereto, resulting from the performance of its Work. Should any such claim be made against HFH, Contractor shall defend, indemnify and hold HFH harmless from and against any claims, liabilities, suits, causes of action, damages, costs or expenses.
17. **Safety.** Contractor shall be responsible for the safety of its employees and the Work it performs on the Project and shall take all necessary steps for the specific safety program and designate a competent, qualified and experienced safety representative at the job site whose duties and responsibilities shall be the prevention of accidents and the maintaining and implementation of safety precautions and programs.
18. **Work by Others.**
  - 18.1. HFH shall be entitled to contract with other construction trades, and Contractor shall coordinate its Work with HFH's other trades and schedule all Work to the requirements of HFH, so as not to impede the progress of the work of other contractors and trades at the work site. In performing its Work, Contractor shall take all necessary precautions to protect the work of other trade entities. Should another trade allege damage against HFH as a result of Contractor's Work or actions, Contractor agrees to indemnify and hold HFH harmless from such claim.

18.2. Contractor shall be responsible for reviewing the work of another contractor that interfaces with Contractor's Work or HFH that may affect Contractor's own Work, and shall report in writing to HFH any defects in such work upon discovery of same prior to beginning Contractor's own Work, or Contractor shall be deemed to have accepted such Work as correct and fit to be accommodated into Contractor's Work.

**19. Coordination, Inspection and Testing.**

19.1. Contractor will coordinate its Work with the work of HFH and other contractors working on the Project.

19.2. Contractor will attend periodic meetings with HFH and other contractors as directed by HFH to coordinate its Work with the work of HFH and other contractors working on the Project.

19.3. Contractor will give HFH, independent testing laboratories, inspectors or other third parties with jurisdiction over the Project access to Contractor's Work at reasonable times for their observation, inspection and testing and will comply with all such related requirements.

20. **Defective Work.** If required by HFH, Contractor will promptly either correct all defective work, whether or not fabricated, installed or completed, or, if the work has been rejected by HFH, remove it from the site and replace it with non-defective Work.

20.1. Contractor will bear all direct and indirect costs and damages of correction or removal and replacement of defective Work. To the extent that an inspection shows that Contractor has performed defective work, HFH shall have the right to back charge Contractor for the costs of retesting or reinspection. Should Contractor fail to promptly correct any defective work, HFH shall be entitled to correct Contractor's defective work and obtain reimbursement of the costs of said corrective work, plus reasonable profit and overhead.

20.2. HFH's observation, inspection, acceptance or payment will not operate to relieve Contractor of its obligation to perform the Work in strict accordance with the Contract Documents, nor will it constitute an acceptance or waiver of defective Work.

21. **Subcontractors.** Contractor shall employ only subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Contractor agrees that each subcontractor shall be fully bound to the Contractor in the same manner as Contractor is bound to HFH for all of the requirements of the Contract Documents to the extent applicable to the subcontractor's scope of work.

22. **Assignment.** This Contract may not be assigned without HFH's and Contractor's prior written consent.

**23. Changes.**

23.1. HFH may at any time direct Contractor to perform changes, modifications, additions, deletions or revisions to the Work. Upon receipt of written direction from HFH to perform such changes, Contractor shall proceed to implement the change, modification, addition, deletion or revision consistent with the requirements of the Contract Documents. Notwithstanding any dispute between HFH and Contractor relating to the change, upon receipt of written direction from HFH to perform the change, Contractor shall prosecute the changed work in a timely manner consistent with the requirements of the Contract

Documents and shall promptly thereafter submit its claim for additional compensation or additional time as appropriate.

23.2. The Contract Price and the Scope of Work set forth in Exhibit A hereto may be changed only by a written change order issued by HFH.

23.3. Contractor shall comply with all notice requirements set forth in the Contract Documents relating to claims for additional compensation or for time extensions relating to its Work on the Project. Notwithstanding any contrary provision in the Contract Documents, Contractor must give HFH written notice within five (5) business days of the commencement of any event, circumstance or condition for which Contractor believes it is entitled to an adjustment in its compensation or time for performance of the Work.

24. **Protection of the Work.** Prior to final acceptance of the Work by HFH, the Contractor shall be responsible for the protection of its Work and materials from all risks of physical damage. No payments to the Contractor under this Contract shall be construed to be an acceptance of any defective work performed or defective materials furnished by Contractor or its subcontractors or suppliers.

25. **Contractor's Insurance Requirements.**

25.1. Prior to the commencement of its Work, Contractor will purchase and maintain in effect during its performance of the Work the following policies of insurance:

25.1.1. Workers compensation insurance as required by law;

25.1.2. Commercial general liability or Comprehensive General Liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Such coverage shall include, but not be limited to premises and operations, products/completed operations coverage maintained for two (2) years following acceptance of the Work by HFH; personal injury liability, broad form property damage and HFH's equipment insurance on an "all risk" basis covering equipment owned, leased or used by Contractor.

25.1.3. Automobile liability insurance coverage for all owned, non-owned and rented automotive equipment used in connection with the Work, with minimum limits of \$1,000,000 for each accident — single limit — bodily injury and disability combined.

25.1.4. All policies shall be written on an "occurrence" basis and shall be endorsed to state that coverage shall not be suspended, voided or cancelled except after thirty (30) calendar days' prior written notice by certified mail, with return receipt requested and given to HFH. Such provision shall appear in the Certificates of Insurance.

25.1.5. Contractor's commercial general liability policy shall name HFH as additional insureds. Contractor shall provide subrogation waivers to HFH for its commercial general liability policy.

25.2. Contractor shall provide HFH with certificates and original endorsements demonstrating that the required insurance has been obtained. Contractor shall provide copies of said policies upon HFH's request.

25.3. Contractor's failure to provide or maintain the requisite insurance in conformance with the requirements of the Contract Documents shall constitute a material breach of this Contract. Should the Contractor fail to maintain such insurance, HFH may, in addition to any other remedy provided in the Contract Documents, a) Obtain such requisite insurance and deduct and retain the amount of the premiums for such insurance from any sums due

the Contractor under this Contract; b) Order the Contractor to stop work under this Contract and withhold any payments due Contractor hereunder until the Contractor demonstrates compliance with the requirements hereof; or c) Declare Contractor to be in default and terminate this Contract.

26. **INDEMNITY.** CONTRACTOR SHALL INDEMNIFY, DEFEND AND SAVE AND HOLD HARMLESS HFH, INCLUDING ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, AFFILIATES, PARENTS AND SUBSIDIARIES, AND ANY OTHER ENTITIES REQUIRED TO BE INDEMNIFIED BY HFH UNDER THE CONTRACT DOCUMENTS, AND EACH OF THEM (COLLECTIVELY REFERRED TO AS "INDEMNITEES" AND INDIVIDUALLY REFERRED TO AS "INDEMNITEE") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION IN LAW OR IN EQUITY, DAMAGES, PENALTIES, COSTS, EXPENSES, ACTUAL ATTORNEYS' FEES, EXPERTS' FEES, CONSULTANTS' FEES, JUDGMENTS, LOSSES OR LIABILITIES, OF EVERY KIND AND NATURE WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH OR INCIDENTAL TO THE PERFORMANCE OF THE WORK UNDER THIS CONTRACT OR ANY OF THE OBLIGATIONS CONTAINED IN THIS CONTRACT ("CLAIMS"). THE OBLIGATIONS UNDER THIS SECTION SHALL APPLY TO ANY ACTS OR OMISSIONS, WILLFUL MISCONDUCT OR NEGLIGENT CONDUCT, WHETHER ACTIVE OR PASSIVE, ON THE PART OF THE CONTRACTOR, ITS SUBCONTRACTORS, AGENTS, CONSULTANTS, SUPPLIERS, MATERIALMEN, EMPLOYEES, OFFICERS AND/OR PARTNERS. WITHOUT LIMITATION, "DAMAGES" INCLUDE PERSONAL INJURY, INCLUDING BUT NOT LIMITED TO BODILY INJURY, EMOTIONAL INJURY, SICKNESS OR DISEASE, OR DEATH TO PERSONS, INCLUDING BUT NOT LIMITED TO ANY EMPLOYEES OR AGENTS OF CONTRACTOR, HFH OR ANY OTHER SUBCONTRACTOR, OR ANY PERSON; OR OTHER DAMAGES OF ANY KIND TO ANYONE, INCLUDING, WITHOUT LIMITATION, ECONOMIC LOSS, TAXES, PENALTIES, PROPERTY DAMAGE AND LOSS OF USE.

27. **Termination for Default.**

27.1. If Contractor fails to commence and satisfactorily continue correction of a default within forty-eight (48) hours after receipt by Contractor of the notice, then HFH may terminate the Contractor's right to perform under this Contract and use any materials, implements, equipment, appliance or tools furnished by or belonging to Contractor to complete Contractor's Work without any further compensation to Contractor for such use. HFH also may furnish those materials and equipment and/or employ such workers or subcontractors as HFH deems necessary to maintain the orderly and timely progress of the work. In the event of such termination, upon receipt of HFH's written notice, Contractor agrees to assign any sub-subcontracts or other contracts related to the Work to HFH.

27.2. In such case, Contractor shall be entitled to no further payment until the balance of Contractor's Work has been completed. At that time, all of the costs incurred by HFH in performing Contractor's Work shall be deducted from any monies due or to become due Contractor. Contractor shall be liable for the payment of any amount by which such costs may exceed the unpaid balance of the Contract Price, in addition to any other damages sustained by HFH.

27.3. In the event of the termination of Contractor under this Section 27, at HFH's sole option and upon HFH's written request to Contractor, Contractor shall assign all or a portion of its subcontracts to HFH.

28. **Termination for Convenience.** HFH shall have the right to terminate this Contract for HFH's convenience upon three (3) days' written notice to the Contractor. Contractor will thereafter demobilize in an orderly fashion and take such steps as may be necessary to secure the site of its Work and those portions of its Work that have been completed. Following a termination for

convenience, Contractor shall be entitled to payment for Work previously performed and reasonable costs, if any, relating to Contractor's demobilization from the Project. Contractor shall not be entitled to recover any lost profits resulting from said termination.

29. **Suspension by HFH for Convenience.** HFH may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work of this Contract in whole or in part for such period of time as HFH may determine. In the event of suspension ordered by HFH, the Contractor shall be entitled to an equitable adjustment of the Contract Time.
30. **Notices.** Any notices required to be given under the Contract Documents shall be in writing and signed by the party giving notice or its authorized representative and be transmitted to the other party's authorized representative using the fastest method warranted by the circumstances that provides for proof of delivery. Notices shall be sent to the addresses provided at the beginning of this Agreement.
31. **Attorney's Fees.** The prevailing party in any dispute arising from this Contract shall be entitled to recover its actual attorney's fees and costs, including but not limited to all court fees, expert witness fees, and all other costs and fees incurred in connection with said dispute.
32. **Dispute Resolution.**
- 32.1. Any claim, dispute or other matter in question arising out of or relating to this Agreement or the breach thereof ("Claim") shall be resolved in accordance with the provisions of this paragraph. As a condition precedent to the filing of any claim, the parties shall endeavor to resolve claims, disputes or other matters in question by mediation. Any party shall initiate mediation by serving a written request for mediation on the other party. The parties shall, by mutual agreement, select a mediator within fifteen (15) days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator, a mediator shall be selected in accordance with the Construction Industry Rules of the American Arbitration Association. Each party to the mediation shall pay the mediator's fee in equal shares.
- 32.2. Any claim, dispute or other matter not resolved by said mediation shall be resolved and determined by binding arbitration under said Construction Industry Rules. The Arbitration shall be held in Richland or Lexington County (dependent on job location), South Carolina or as otherwise agreed to by the parties and shall be presided over by a single arbitrator. The law applicable to the location of the Project shall be the governing law in such Arbitration. The parties hereby agree to allow the joinder in the Arbitration of any third party, including but not limited to contractor's subcontractors, other contractors, the architect, design consultants, suppliers or materialmen, whose presence is required in order to finally resolve any and all issues relating to liability or responsibility relating for the Claims at issue. The Arbitration ruling may be entered and enforced in any court having competent jurisdiction to do so.
33. **No Continuing Waiver.** HFH's failure to enforce any provision of the Contract documents will not constitute a future or continuing waiver of that provision, or a waiver or continuing waiver of any other provision of the Contract Documents. HFH's failure to enforce any provision of the Contract Documents shall not be construed as a waiver of HFH's right to enforce a subsequent breach of that provision.
34. **Successors and Assigns.** This Contract shall be binding on and inure to the benefit of HFH's and Contractor's successors and assigns.



35. **Integration.** This Contract and the Contract Documents are intended to be the complete and final expression of the parties' agreement with regard to the subject matter hereof and supersede any and all prior communications and agreements between the parties, whether written or oral, concerning the subject matter of this Contract. The parties represent and warrant that they are not entering into this Contract in reliance on any fact, representation, understanding or agreement that is not expressly set forth in the Contract Documents.
36. **Independent Contractor.** Contractor acknowledges that in performing its Work herein, it is acting as an independent contractor.
37. **Interpretation.** This Contract and the Contract Documents shall be construed as the product of a joint effort by the parties and shall not be interpreted against either of the parties as its drafter.
38. **Third-Party Beneficiaries.** Nothing under this Contract shall be construed to give any rights or benefits in this Contract to anyone other than HFH and Contractor, and all duties and responsibilities undertaken pursuant to this Contract will be for the sole and exclusive benefit of HFH and Contractor and not for the benefit of any other party.
39. **Severability.** If any term of this Contract or the Contract Documents is declared invalid or unenforceable by a court of competent jurisdiction, the remaining terms and provisions of the Contract or Contract Documents shall not be affected thereby and shall remain in full force and effect.
40. **Authority.** The persons signing this Contract represent and warrant that they are authorized to do so by the parties for whom they are signing.

CENTRAL SOUTH CAROLINA HABITAT FOR  
HUMANITY

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Print Title*

CONTRACTOR

\_\_\_\_\_  
*Company Name*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Print Title*

\_\_\_\_\_  
*Contractor's License No. and Expiration Date*

## EXHIBIT A

### (Scope of Work and Contract Price)

Contractor's Scope of Work and compensation for performing the Work shall be as follows:

#### **SCOPE OF WORK:**

[Add description of specific work scope here OR attach a detailed spreadsheet outlining all scope of work expectations; also attach "issued for construction" drawings relevant to the work.]

#### **SCOPE OF WORK EXCLUSIONS/QUALIFICATIONS:**

[Add any exclusions and/or qualifications to contractor's scope of work here. I.e. what the build sponsor volunteers plan to complete]

#### **COMPENSATION:**

#### **CONTRACT PRICE:**

HFH agrees to pay Contractor for the full, complete and timely performance of its Work, the lump sum amount of \_\_\_\_\_ (\$\_\_\_\_\_) ("Contract Price") in installments as provided in this Contract, subject to adjustments for changes in the Work as may be directed in writing by HFH and as provided in the Contract Documents.

The Contract Price includes all shipping or other transportation costs for all materials, equipment, tools and labor to be shipped and delivered to the job site location; state, local and federal taxes, if applicable; and all shop drawings, finished samples and submittals.

\*\*\*\*\* End of Exhibit A \*\*\*\*\*