

Sample Contract (Do not Fill Out)
_____ **Services**

THIS _____ SERVICES CONTRACT ("Contract" or "Agreement") effective _____, 2021, between the SPARTANBURG HOUSING, a public body corporate and politic organized and existing under the laws of the State of South Carolina ("Agency") located at 170 Arch Street, Spartanburg, SC 29303, and _____ ("Contractor"), whose principal address is _____.

RECITALS

WHEREAS the Agency seeks to engage in noted services above

WHEREAS, Contractor has the expertise, special skills, knowledge, and experience to perform the duties set out herein and agrees to provide such services to the Agency upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the payments and mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby conclusively acknowledged, the Contractor and the Agency mutually agree as follows:

1.0 PURPOSE. The Agency and Contractor hereby enter into this Agreement for the purpose of setting forth the conditions and requirements for the Contractor to provide *descriptive services noted above*. Contractor shall assist the Agency by providing Contractor with such information as is reasonably required to provide the services stated within this Agreement. Contractor agrees that it will always in an effective and timely manner provide the Agency with all information that may be beneficial to the Agency.

2.0 CONTRACT DOCUMENTS. This instrument, together with the documents listed in this Section 2.0, contain all covenants, stipulations and provisions agreed upon by the parties, and form the Contract.

2.1 The solicitation _____

2.2 Exhibit A (Contractor's proposal submission) which includes the following sections: Experience, Past Performance, Capacity, Price Proposal, Section 3 Business Documentation, Profile of Firm, HUD Forms; 2992, 50071, 5369-A, 5369-B, 5369-C, & 5370-C II, Addenda, Non-Collusive Affidavit, W-9 form, Certificate of Insurance, and State and City Business License.

Order of Precedence. In the case of any discrepancy between this instrument and any of the above noted contract documents, the requirement(s) detailed within the body of this instrument shall take first precedence, then the requirement(s) detailed within each listed contract document shall take precedence in the order that they are listed above (meaning, the requirement(s) detailed within the lower listed item may not overrule any

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requirement(s) detailed within a higher listed item).

3.0 SCOPE OF SERVICES. The Contractor shall perform such services as required by the Agency to complete the work as described in the _____ section II and the Contractor’s proposal work plan as detailed in Exhibit A attached hereto and incorporated herein by reference. Contractor shall provide all labor, materials, equipment, and services necessary to perform and complete in an acceptable manner the tasks contemplated or otherwise required herein on the dates and times agreed to by the Agency and Contractor. Contractor’s work will be for all the Agency’s public housing sites as well the Agency’s affiliates, as may be needed and directed by the Agency.

4.0 CONTRACTOR’S OBLIGATIONS. Pursuant to this Contract, the Contractor agrees to provide the specific services detailed herein and shall be responsible for the following:

4.1 Supervision and Oversight. The Contractor shall be solely responsible for providing supervision and oversight to all the Contractor’s personnel that are assigned to Agency properties pursuant to this Contract.

4.2 Qualifications; Personnel. Contractor warrants and represents that it is skilled in the professional calling necessary to perform all services, duties and obligations required by this Contract. Contractor shall perform the services and duties in conformance to and consistent with the standards generally employed by professionals in the same discipline in the same or similar circumstance. The Contractor further warrants and represents that it will assign only qualified personnel to perform the services required by this Contract. For the purposes of this Contract, the term “qualified personnel” shall mean those personnel that have been investigated, tested, and trained in the manner described within this Contract.

4.3 Compliance with Federal and State Laws. All work performed by the Contractor, pursuant to this contract, shall be done in accordance with all applicable Federal, State, and local laws, regulations, codes, and ordinances.

4.4 Insurance Requirements. Contractor shall maintain insurance coverage during the effective term(s) of this Contract as outlined in Section 14. The Contractor shall provide to the Agency with current certificate(s)/endorsement(s) evidencing the insurance coverage referenced above. Failure to maintain the above-referenced insurance coverage, including naming the Agency as an additional insured (where appropriate) during the term(s) of this Contract shall constitute a material breach thereof. Insurance certificate(s)/endorsement(s) shall be delivered as follows: Housing Agency of the City of Spartanburg, Attention: Nathan Bragg, Procurement Specialist, 170 Arch Street, Spartanburg, SC 29303.

4.5 Licensing. The Contractor shall also provide to the Agency a copy of any required State Contractors License. Failure to maintain this license in a current status during the term of this Contract shall constitute a material breach hereof.

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4.6 Financial Viability and Regulatory Compliance.

- 4.6.1** The Contractor warrants and represents that its corporate entity is in good standing with all applicable federal, state, and local licensing authorities and that it possesses all requisite licenses to perform the services required by this Contract. Contractor further warrants and represents that it owes no outstanding delinquent federal, state, or local taxes or business assessments.
- 4.6.2** The Contractor agrees to promptly disclose to the Agency any IRS liens or insurance or licensure suspension or revocation that may adversely affect its capacity to perform the services outlined within this Contract. The failure by the Contractor to disclose such issue to the Agency in writing within 5 days of such notification received will constitute a material breach of this Contract.
- 4.6.3** The Contractor further agrees to promptly disclose to the Agency any change of more than 50% of its ownership and/or any declaration of bankruptcy that the Contractor may undergo during the term(s) of this Contract. The failure of the Contractor to disclose any change of more than 50% of its ownership and/or its declaration of bankruptcy within 5 days of said actions shall constitute a material breach of this Contract.
- 4.6.4** All disclosures made pursuant to this section of the contract shall be made in writing and submitted to Agency within the time periods required herein.

4.7 Confidentiality. During Contractor's services hereunder Contractor may be given or have access to Confidential Information, as defined in subsection 4.7.4 below, that has been collected, developed, and/or discovered over time by the Agency and at great expense to the Agency. Contractor recognizes and acknowledges that the Agency's Confidential Information is a valuable, special, and unique asset of the Agency's business and that all Confidential Information is and shall remain the property of the Agency.

- 4.7.1** Contractor agrees that while contracted with the Agency, Contractor will not use Confidential Information of the Agency except in the sole interest of the Agency and will not, without the written consent of the Agency, disclose Confidential Information of the Agency to anyone other than those who are employed by the Agency and who have a need to know the information to perform their duties on behalf of the Agency.
- 4.7.2** Contractor further agrees that following the termination of this Agreement with the Agency, Contractor will not, without the written consent of the Agency, use or disclose any Confidential Information of the Agency that is not a matter of common knowledge in the Agency's business, trade, industry, or otherwise publicly available.

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4.7.3 It is understood and agreed by Contractor that upon the termination of this Agreement with the Agency for any reason, Contractor shall return all Confidential Information and other property of the Agency to the Agency at the time of termination of the contractual relationship.

4.7.4 The term “Confidential Information” in this Agreement shall mean information that is not readily and easily available to the public or a matter of common knowledge to those in the Agency’s business, trade, or industry, including, but not limited to, the Agency’s business and financial data, goals or activities and business strategy. In addition, Confidential Information shall include all client information that has been provided to the Agency by its clients.

4.7.5 Contractor acknowledges and agrees that a breach of the provisions in Section 4.7 of this Agreement by Contractor will cause serious and irreparable damage to the Agency that may be difficult to quantify and for which monetary damages alone will not be adequate. Accordingly, Contractor agrees that if the Agency should bring an action to enforce its rights under this Section 4.7, the Agency shall be entitled to: (a) temporary and/or permanent injunctive relief without the need for posting a bond; (b) money damages caused by the breach; and (c) reasonable attorney’s fees incurred by the Agency in bringing and prosecuting any action for breach. Further, Contractor waives the defense in any judicial proceeding that there is an adequate remedy at law for any such breach. Nothing in this Agreement shall be construed to prohibit the Agency from pursuing any other legal or equitable remedy.

4.8 Contractor represents and maintains necessary records to any work that exceeds \$2,000.00 in value under this Contract. The Contractor shall maintain, retain, and shall submit upon request by the Agency all records concerning RAD transition documents and correspondence. These files should be kept for an indefinite period of time until further disposition regulation state disposition and destruction of documents.

4.9 Contractor further represents and warrants to the Agency that it has all licenses, permits, qualifications and approvals of whatever nature are legally required to practice its profession. Contractor further represents that it shall keep all such licenses and approvals in effect during the term of this Contract.

5.0 PERIOD OF PERFORMANCE. This Agreement shall commence on _____, 2021 and will continue for one (1) year unless terminated earlier (the “Initial Term”) with the option to renew this contract for four (4) one-year contract extension up to a maximum of five (5) years.

6.0 ADMINISTRATION AND EVALUATION OF CONTRACT. The Chief Executive Officer or a delegate staff will administer and evaluate the services of the Contractor during its

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performance and will communicate any deficiencies to the Contractor and the Agency's procurement officer. The Contractor shall have fifteen (15) days to cure any deficiencies to the satisfaction of the Agency.

7.0 COMPENSATION/PAYMENT. The total paid Contractor under this Contract shall not exceed \$_____. The Agency will compensate Contractor for services rendered in accordance with the pricing described in the fourth page of the signed Agreement Letter in section *Invoicing and Collection* of Exhibit A. Out of pocket expenses are noted to be charged with the hourly rates as part of this Agreement. Additional work not included in this scope of work attached will be negotiated on a case-by-case basis and approved by the Agency.

7.1 Billing Method. To receive payment for services rendered pursuant to this Contract, Contractor shall submit a fully completed invoice for services rendered to:

Spartanburg Housing
Attn: Accounts Payable
Contract #_____
170 Arch St.
Spartanburg, SC 29303
Email: accountspayable@spartanburghousing.org

At a minimum, Contractor's invoice shall detail the following information:

- Work and/or services provided.
- The full amount due for the services.
- The total amount currently due.
- Payment invoice number.
- Contractor's name, address, and telephone number.
- Date of invoice and/or billing period.
- Applicable Contract Number (#_____).
- Detailed description of services rendered, relative to the identity of the Contract describing the work provided with the deliverable as identified in the Contract including the applicable time frame, and at the approved rate (may be submitted in the form of a report).
- Total dollar amount being billed.

7.2 Agency shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Any invoice received not properly completed will not be paid unless and/or until the Contractor complies with the applicable provisions provided in this Contract. Agency shall not be liable for any interest or late charges in the performance of this Contract.

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8.0 ADDITIONAL SERVICES. The Agency may desire to have the Contractor render services in connection to this project in addition to the items specified in Exhibit A. Such services shall be considered to be extra work and will be specified in a Change Order to this Contract, which shall set forth the nature and scope of the additional work as well as the level, maximum amount, and methods of compensation to the Contractor for the additional work to be performed. Such additional services shall not be initiated until a Change Order authorizing such work is executed. If the Agency desires to have the Contractor render additional services, the Contractor shall provide supporting cost information in sufficient detail to permit the Agency to perform the required cost or price analysis prior to the issuance of a Change Order for such services.

9.0 CONTRACT MODIFICATIONS. The Chief Executive Officer of the Agency is authorized to approve and execute changes to the Contract to the extent such changes do not cause the total Contract to exceed 10% of the contract price. Such changes shall be mutually agreed upon by and between the Chief Executive Officer and Contractor and shall be incorporated in written amendments to this Contract in accordance with Section 8.

10.0 INDEPENDENT CONSULTANT. Agency retains Contractor on an independent contractor basis. Contractor is not and shall not be in any manner, an employee, agent, or representative of the Agency. Personnel performing the Services under this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of service(s) and as required by law. Contractor shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance.

11.0 SERVICE-CONTRACT ACT. For all service contracts in excess of \$25,000, whose principal purpose of which is to furnish services through the use of "service employees", both parties hereby agree to comply with the Service Contract Act, as amended (41 U.S.C.6701, et seq.), the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. 201, et seq.), and related Secretary of Labor regulations and instructions (29 CFR Parts 4, 6, 8, and 1925).

12.0 INDEMNIFICATION. Contractor shall indemnify and hold harmless the Agency, the City of Spartanburg, its agencies, districts, special districts and departments, their respective directors, officers, commissioners, supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnities") from any liability whatsoever, arising out of or related to Contractor's performance of this Contract, including but not limited to property damage, bodily injury, or death, or any other element of any kind or nature whatsoever, but only to the extent said liability is caused by the negligence of Contractor, its agents, employees or persons for whose acts Contractor is legally liable. The specified insurance limits required in this Contract shall

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in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the Indemnities herein from third party claims.

13.0 LIENS. Contractor agrees that it will place no liens on the property of the Agency nor allow any of its subcontractors, suppliers, or s subcontractors to do so. If, however, a lien is placed on the property of the Agency, in violation of this section, Contractor shall, within ten (10) days of receiving notice of the lien from the Agency, cause it to be removed, by payment, bonding or otherwise. Contractor also agrees to indemnify and hold harmless the Agency against any costs or expenses (including attorneys' fees) that the Agency incurs as a result of the assertion of any lien in violation of this Paragraph, or the Contractor's failure to remove a lien as required by this Paragraph.

14.0 INSURANCE. Without limiting or diminishing the Contractor's obligation to indemnify or hold the Agency harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Contract.

14.1 Workers' Compensation. If the Contractor has employees as defined by the State of South Carolina, the Contractor shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of South Carolina. Policy shall include: Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the Agency.

14.2 Commercial General Liability. Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, employment practices liability, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the Agency as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit.

14.3 Vehicle Liability. If vehicles or mobile equipment are used in the performance of the obligations under this Contract, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit. Policy shall name the Agency as Additional Insureds.

14.4 Professional Liability. Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this

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Contract, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Contract and Contractor shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Contract; or 3) demonstrate through Certificates of Insurance that Contractor has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

14.5 General Insurance Provisions. Any insurance carrier providing insurance coverage hereunder shall be duly licensed in the State of South Carolina and have an AM BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the Agency. If the Agency waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

14.5.1 Contractor shall cause Contractor's insurance carrier(s) to furnish the Agency with a properly executed original certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein. Further, said Certificate(s) of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the Agency prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Contract shall Terminate forthwith, unless the Agency receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage is set forth herein and the insurance required herein is in full force and effect.

Contractor shall not commence operations until the Agency has been furnished original Certificate (s) of Insurance and certified original copies of endorsements, showing that such insurance is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

14.5.2 Any Insurance certificate(s)/endorsement(s) shall be delivered to the following the Agency's Procurement Department representative:

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**Spartanburg Housing
170 Arch St.
Spartanburg, SC 29303
Attention: Nathan Bragg
Procurement Specialist
E-mail: nbragg@spartanburghousing.org**

14.6 It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the Agency's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

14.7 If, during the term of this Contract or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Contract, including any extensions thereof, exceeds five (5) years; the Agency reserves the right to adjust the types of insurance and the monetary limits of liability required under this Contract, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.

14.7.1 Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.

14.7.2 The insurance requirements contained in this Contract may be met with program(s) of self-insurance acceptable to the Agency.

14.7.3 Contractor agrees to notify the Agency of any claim by a third-party or any incident or event that may give rise to a claim arising from the performance of this Contract.

15.0 GENERAL TERMS.

15.1 Any waiver by the Agency of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Contract. Failure on the part of the Agency to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing the Agency from enforcement of the terms of this Contract.

15.2 In the event the Contractor receives payment under this Contract which is later disallowed by the Agency for nonconformance with the terms of the Contract, the

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- Contractor shall promptly refund the disallowed amount to the Agency on request; or at its option the Agency may offset the amount disallowed from any payment due to the Contractor.
- 15.3** Contractor shall not provide partial delivery or shipment of services or products unless specifically stated in the Contract.
- 15.4** Contractor shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The Contractor warrants that it has good title to all materials or products used by Contractor or provided to the Agency pursuant to this Contract, free from all liens, claims or encumbrances.
- 15.5** The Agency agrees to cooperate with the Contractor in the Contractor's performance under this Contract, including, if stated in the Contract, providing the Contractor with reasonable facilities and timely access to Agency data, information, and personnel. The Agency agrees to provide the Contractor with all information that might be reasonably requested by the Contractor regarding the Agency's past and pending RAD conversions.
- 15.6** Contractor shall comply with all applicable Federal, State, and local laws and regulations. Contractor will comply with all applicable Agency policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the Contractor shall comply with the more restrictive law or regulation.
- 15.7** On Federally-funded contracts in excess of \$150,000, consistent with the provisions of 2 CFR §200.326(g), the Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 15.8** Contractor shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of South Carolina (SC/OSHA).
- 15.9** This Contract shall be governed by the laws of the State of South Carolina. Any legal action related to the performance or interpretation of this Contract shall be filed only in the State Circuit Court of South Carolina located in Spartanburg, South Carolina, and the parties waive any provision of law providing for a change of venue to another location.
- 15.10** The Contractor shall be the Prime Contractor and sole party to this Contract. The

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Agency shall not be held responsible for any third-party or joint venture contracts held by the performance of the Contractor and its subcontractors.

15.11 As used in this Agreement, the term Contractor also includes Contractor's owners, officers, employees, representatives, and agents.

15.12 Due to funding for some activities under this Agreement is being provided by HUD, the Agency has certain reporting, coordination, and other obligations to HUD with respect to the Agreement. Contractor agrees to prepare all reports and to assist in preparation of all submissions to HUD and/or to other governmental authorities that are required by applicable law, regulations, rules, guidelines, and requirements. All reports and submissions shall be prepared in consultation with and subject to the approval of the Agency.

15.13 Contractor agrees, as part of its services under this Agreement, to engage in such meetings or discussions with representatives of the Agency, HUD, State and Local governmental entities, residents, fee developers and others as are necessary to carry out by Contractor duties under this Contract.

16.0 **TERMINATION.**

16.1 The Agency may terminate this Contract in whole, or from time to time in part, for Agency's convenience or the failure of the Contractor to fulfill the contract obligations ("Default"). Agency shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency all information, reports, papers, and other materials accumulated or generated in performing this Contract, whether completed or in process.

16.2 If the termination is for the convenience of the Agency, the Agency shall be liable only for payment for services rendered before the effective date of the termination.

16.3 If the termination is due to a Default of the Contractor, the Agency may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the Agency, any work as described in subparagraph 15.1 above and determined what if any compensation is due Contractor; (2) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the Agency; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payments, as the case may be, of amounts owed the Agency by the Contractor.

16.4 If, after a Notice of Termination for Default it is determined that the Agency was

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not in fact in Default, the termination shall be deemed to have been affected for the convenience of the Agency, and the Contractor shall be entitled to payment as described in subparagraph 15.2 above.

17.0 CONFLICT OF INTEREST. Contractor shall have no interest, and shall not acquire any interest, direct or indirect, which conflicts in any manner or degree with the performance of services required under this Contract.

18.0 CONTRACT ADMINISTRATION. _____, or staff, shall administer this Contract on behalf of the Interim CEO and the Agency.
Contact name and phone #

19.0 ASSIGNMENT. This Contract shall not be assigned by Contractor, either in whole or in part, without prior written consent of the Agency. Any assignment or purported assignment of this Contracts by Contractor without the prior written consent of the Agency will be deemed void and of no force or effect.

20.0 NONDISCRIMINATION. Contractor represents that it is an equal opportunity employer, and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, physical condition, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Services and benefits shall be provided by Contractor to individuals without reference to their religion, color, sex, national origin, age or physical or mental handicap.

21.0 DAVIS-BACON ACT. For all construction contracts awarded in excess of \$2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5). Davis-Bacon Act and related regulations require contractors and subcontractors to pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. NOTE: This professional service contract does not require a Davis Bacon certified payroll but does not relieve any reporting responsibility to potential agreements with the Contractor and its affiliates.

22.0 ALTERATION. No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

23.0 LICENSE AND CERTIFICATION. Contractor verifies upon execution of this Contract, possession of a current and valid license in compliance with any local, State, and Federal laws and regulations relative to the scope of services to be performed under Exhibit A, and that services(s) will be performed by properly trained and licensed staff.

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- 24.0 CONFIDENTIALITY.** Contractor shall observe all Federal, State and Agency regulations concerning confidentiality of records. Contractor shall refer all requests for information to the Agency.
- 25.0 WORK PRODUCT.** All reports, preliminary findings, or data assembled or compiled by Contractor under this Contract become the property of the Agency. The Agency reserves the right to authorize others to use or reproduce such materials. Therefore, such materials shall not be circulated in whole or in part, nor released to the public, without the direct authorization of the Agency's Chief Operating Officer or an authorized designee. Notwithstanding anything to the contrary set forth herein, any proprietary material, information, data, or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains Contractor's property. This includes, but is not limited to, any tools, devices, manuals, software (which is subject to a limited license for use in this building/premises/equipment only), modems, source/access/object codes, passwords, and the Schindler Remote Monitoring feature ("SRM") (if applicable) which Contractor will deactivate and remove if the Contract is terminated.
- 26.0 MEDIATION.** Contractor and Agency agree that any controversy or dispute between the Agency and Contractor arising out of this Contract, regardless of the nature of the claim or dispute whether in tort, contract, or otherwise, that is not adequately addressed by the Agency's informal and formal dispute resolution processes, if applicable, shall be submitted to mediation. The parties shall select a mediator acceptable to Contractor and the Agency. The mediation shall take place in the City of Spartanburg, South Carolina. Each party shall be responsible for its own legal fees and other expenses incident to the preparation for mediation. If the dispute cannot be resolved by mediation, either party may then bring legal action in the Court of Common Pleas in the County of Spartanburg, South Carolina.
- 27.0 SEVERABILITY.** If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 28.0 COUNTERPARTS.** This Contract may be signed by the different parties hereto in counterparts, each of which shall be an original but all of which together shall constitute one and the same contract.
- 29.0 ENTIRE CONTRACT.** This Contract, including any attachments or exhibits, constitutes the entire Contract of the Parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing and any other terms the Agency may be required to acknowledge and accept when accessing the services. In the event of any conflict between this Contract and any of the Exhibits attached hereto, including but not limited to, any software terms of use, end user's license agreements, and proprietary software terms and conditions accessed on-line, the terms

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of this Contract shall prevail. This Contract may be changed or modified only by a written amendment signed by authorized representatives of both parties.

30.0 INSPECTIONS OF WORK PRODUCT. Pursuant to 24 CFR 85.36(i) (10) and (11), access shall be given by Contractor to the Agency, the United States Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of Contractor which are directly pertinent to this Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three (3) years after the Agency makes final payment and all other pending matters on which Contractor performed Services are closed. All work product produced by Contractor, including Contractor's employees, in accordance with this Agreement shall become the sole property of the Agency in perpetuity. "Work product" shall include all records and other documents resulting from the Services performed under this Agreement. It is understood that the Agency may reproduce any such work product without modifications and distribute such work product without incurring obligations for additional compensation to Contractor.

31.0 NOTICES. Any notice or other communication required or permitted under this Contract shall be sufficiently given if delivered in person or sent by one of the following methods: (1) registered U.S. mail, return receipt requested (postage prepaid); (2) certified U.S. mail, return receipt requested (postage prepaid); or (3) commercially recognized overnight service with tracking capabilities. Notices or communications shall be deemed properly delivered to the respective parties at the addresses set forth below as of the date personal delivered or sent by mail or overnight service:

<p style="text-align: center;">SPARTANBURG HOUSING</p> <p>Attn: _____, 170 Arch St Spartanburg, SC 29303</p> <p style="text-align: center;">Awarded Contractors Name</p> <p>Attn: Contact Person Address State, County, Zip</p>

32.0 FORCE MAJEURE. Notwithstanding anything to the contrary set forth herein, neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military Agency, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any

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federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.

33.0 TERMS AND CONDITIONS. Agency's obligation pursuant to this Contract, the Agency agrees to provide the Contractor with all information it may have regarding history pertaining to this contract.

[Signature Page Follows]



CON 2021-00__

Sample Contract (Do not Fill Out)

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in two (2) original counterparts the day and year first above written.

Contractor's Business Name

By: _____
Contractor's Signing Officer
Address
County, State, Zip

Date

Spartanburg Housing

By: _____
Shaunté Evans CEO
170 Arch St.
Spartanburg, SC 29303

Date

Sample Contract (Do not Fill Out)
Exhibit "A"
(See Attached Pages)