

INDIANAPOLIS HOUSING AGENCY
CONTRACT NO. _____

This Contract is made this ___ day of _____, 2005, in accordance with Indianapolis Housing Agency (hereinafter called "Agency") and US Housing and Urban Development (HUD) procurement procedures, by and between the Agency, and _____ (herein called "Contractor"). All references to the Indianapolis Housing Agency (IHA) in the quote/proposal specifications shall mean the Agency as defined in this Contract.

Article 1. Performance. The Contractor shall perform services and/or supply materials in accordance with its quote/proposal specification, at all IHA locations, as defined in the quote/proposal. All work is to be performed and/or all items are to be delivered according to the quote/proposal specifications and Contract documents referred to herein, which documents are specifically incorporated by reference as a part of this Agreement and in possession of Contractor.

Article 2. Compensation. In consideration for full and satisfactory performance of all work requirements and/or supply of materials contained in Article 1, the Agency agrees to compensate the Contractor in the amount as stated on the attached fixed price sheets and/or catalog price with fixed percentage discount.

Article 3. Term. This Contract is effective for the period of February _____, 200_ to March _____, 200_, commencing on the date the Contract is completely executed, unless properly amended or terminated as provided herein. This Contract may be renewed, by written agreement of both parties, for up to (2) like or lesser terms.

Article 4. Contractor Covenants. Contractor agrees to the following:

- A. To furnish all materials when requested by authorized agents of the IHA at to all IHA locations, in accordance with the quote/proposal specifications and any other Contract documents.
- B. As it relates to the provision of services, to commence work on the date specified in the Notice to Proceed, said notice being herein specifically incorporated by reference.
- C. Agency shall be entitled to procure goods outside of this Contract in the event Contractor is unable to supply in accordance with IHA requirements of timely, same-day or next business day delivery to each IHA location. IHA does not guarantee minimum/maximum quantities over the term of the Contract. IHA will not guarantee per-order minimum quantities.
- D. To maintain insurance as will protect Contractor from all claims arising under workman's compensation acts and from any other claims for damages from personal injury, including death, which may arise from

SAMPLE SUPPLY CONTRACT

operations under this Contract, whether such operations be by Contractor or by any sub-Contractor or any one directly or indirectly employed by or acting as agent for either of them. Certificates of insurance shall be filed with Agency, if it so requires, and shall be subject to its approval for adequacy of protection.

- E. To indemnify, defend, and save harmless Agency, the Consolidated City of Indianapolis, Marion County and their respective officers, employees, agents against all loss costs or damages on account of injuries to person or property occurring in the performance of the Contract. Indemnifiable damages include, but are not limited to, judgments, liens, attorney's fees, Court costs, and inspection fees. Additionally, Contractor shall have a duty to defend Agency, with counsel agreeable to Agency, against any and all claims arising out of Contractor's acts or omissions under this Contract. The duty to defend shall immediately accrue upon written tender of the defense to Contractor. Contractor shall either bear the defense costs or shall ensure that its insurance carrier will agree to defend on Contractor's behalf. Failure to immediately accept the tender of defense shall be deemed a material breach of this Agreement, and Agency shall have the right, in its sole discretion, to defend any actions itself and charge Contractor with all costs associated with said defense and/or to terminate the Contract.
- F. As it relates to the provision of services, the Agency may make alterations, deviations, additions or omissions from the Scope of Services, by written change order, without affecting or making this entire Contract void. If this occurs, the parties shall agree on the value of any such changes and any additional or less time that will be required to complete the work. Necessary additions or deductions shall be made to the above agreed upon compensation.
- G. If the Contractor is adjudged a bankrupt, or if it should make any general assignment for the benefit of creditors, or if a receiver should be appointed on account of Contractor's insolvency, or if Contractor shall persistently or repeatedly refuse or should fail, except in cases where any extension of time is allowed in writing, to supply enough properly skilled workers or proper goods/materials, or if Contractor shall fail to make prompt payment to any subcontractor or for material or labor, or persistently disregards laws, ordinances or instructions of the Agency, the Agency may, without prejudice to any other right or remedy and after giving Contractor 10 days written notice, terminate the Contract.
- H. Contractor certifies and warrants to Agency that neither it, it's subcontractors, agents and employees of either who will participate, in any way, in the performance of any services required under this Contract have or will have any conflict of interest, direct or indirect, with the Agency,

Consolidated City of Indianapolis or Marion County. Contractor shall immediately advise Agency if any conflict arises during the term of this Agreement. If a conflict arises, parties will immediately take all steps necessary to resolve said conflict. If an agreed resolution cannot be reached, Agency reserves the sole right to unilaterally resolve the conflict after consultation with Agency's legal department. Agency may then send written notice to Contractor demanding certain actions within a time certain to resolve the conflict. Contractor's failure to comply with any Agency directives, on this issue, will be deemed a material breach of this Contract.

Article 5. Agency Covenants. Agency agrees to the following:

- A. To pay Contractor for the performance of services and/or supply of goods under the Contract, subject to additions and deductions provided in the Contract. Payment to the Contractor shall become due and payable in full upon Agency's approval of the services rendered and/or goods supplied. Agency shall, after inspection, detail in writing, all known and apparent defects or any other basis for withholding approval. The notice will set forth a reasonable time in which Contractor will be allowed to cure any defects or other detailed problems. Upon written notice of final approval, Agency shall have forty five to ninety days to tender contractual payments. Agency will make all reasonable efforts to pay before the above referenced time frame.

Article 6 Mutual Covenants. The parties further agree as follows:

- A. The funds used to finance this project may come from various governmental sources. Notwithstanding any other terms of this Contract, if the allocated funds designated to pay for the services under this Contract are at any time delayed, stopped or reduced, due to no action or omission of Agency, the Contract may be immediately terminated by Agency, without further recourse. Contractor will be entitled to compensation for all work performed or goods furnished prior to termination.
- B. Agency may terminate this Contract for cause or convenience. Cause will be deemed to be any breach of this Contract by the Contractor. When the Contract is terminated for convenience (i.e. For any business reason), the Agency shall provide the Contractor with a written notice of termination allowing for 15 days advance notice. Contractor shall be entitled to compensation for all work completed or goods furnished up to and including the effective termination date.
- C. Each provision contained within this Contract shall be enforced independently of any other provision herein contained and any other claim

SAMPLE SUPPLY CONTRACT

or cause of action. If any clause or provision, or any part thereof, is later adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of applicable law, it shall not effect the validity of the remaining part or whole of any other clause or provision, which shall remain in full force and effect.

- D. Failure of Agency, at any time, to require strict performance by Contractor, shall in no way effect the rights of Agency to enforce the same or subsequent breaches under the Contract. Nor shall agency be deemed, in any way, to have agreed to any Contract modifications by any act, omission, and/or acquiescence.
- E. This Contract represents a mutual understanding of terms between the parties indicated. This Contract shall not be assignable, in any way, by Contractor without the prior written consent of Agency. Agency reserves the right to withhold consent for any reason whatsoever, and at its discretion.
- F. Jurisdiction under this Contract shall be deemed to be Marion County, Indiana.
- G. Any and all notices or correspondence required to be sent, under the contract, shall be addressed as follows:

CONTRACTOR:

AGENCY:

Indianapolis Housing Agency
 Rufus Bud Myers
 Executive Director
 1919 N. Meridian Street
 Indianapolis, IN 46202

- H. This Contract, and all documents specifically incorporated by reference, represent the entire agreement between the parties and supercede all prior written or oral negotiations, representations and understandings, written or oral. The terms and conditions herein may only be modified by written agreement, signed by both Agency and Contractor. The documents specifically incorporated by reference are as follows:

1. Quote/Proposal Specifications
2. Notice to Proceed (for Service Contracts)
3. Any and all Federal, State, and Local laws, regulations, and ordinances
4. Copies of Insurance

SAMPLE SUPPLY CONTRACT

5. Any other documents specifically referenced in this Contract.

Supply Contract with _____

ALL OF WHICH IS AGREED TO BY THE UNDERSIGNED ON THE DATES INDICATED BELOW:

AGENCY

CONTRACTOR

Indianapolis Housing Agency

By: _____

Rufus Bud Myers
Executive Director

Title

Date: _____

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____

Senghor Manns
General Counsel

Date: _____

Att: Supporting Documents/Scope of Work/Material Specifications