

STATE OF SOUTH CAROLINA )  
GREENVILLE COUNTY )

CONSTRUCTION AGREEMENT

# Sample Contract for Construction Agreement

Upstate Greenways and Trails Alliance

I. Construction Agreement .....  
II. Terms & Conditions .....  
III. Signature Page .....

## 1. CONSTRUCTION AGREEMENT

This AGREEMENT is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the UPSTATE GREENWAYS AND TRAILS ALLIANCE, a 501(c)(3) having its principal place of business at 701 Easley Bridge Road Greenville SC, 20611 ("UGATA"), and TBD, located at Vendor Address, City, State Zip Code ("Contractor").

In consideration of the covenants hereinafter set forth, the parties mutually agree as follows:

## 2. TERMS & CONDITIONS

### 2.1. CONTRACT PERIOD.

This Agreement shall begin on the date the NOTICE TO PROCEED is issued by UGATA. All work phases specified herein must be completed no later than SOME NUMBER of calendar days from the effective date of the NOTICE TO PROCEED. If the Contractor fails to satisfactorily complete the work within the specified time, liquidated damages of \$100.00 per calendar day shall be assessed up to value of the contract (total bid). The penalty may be drawn from any payment due, or the performance bond, at the discretion of UGATA.

### 2.2. SCOPE OF SERVICES.

UGATA has employed Contractor to provide ENTER DESCRIPTION OF SERVICES HERE.

These services to be provided by Contractor are set forth more fully in UGATA INVITATION FOR BIDS

### 2.3. PAYMENT TERMS.

UGATA agrees to pay Contractor a total sum not to exceed TO BE DETERMINED dollars (\$XXX,XXX.XX) .

Contractor will submit monthly invoices to the UGATA. Such invoices shall include a detailed listing of charges. UGATA shall notify Contractor within ten (10) days of receipt of invoice of any dispute with the invoice and Contractor; upon such notice, shall provide back-up data to UGATA. UGATA and Contractor will, thereafter, promptly resolve any disputed items.

Payment on undisputed invoice amounts is due upon receipt of invoice by UGATA and is past due thirty (30) days from the date the invoice is received. If payment on undisputed invoice amounts remains past due sixty (60) days from the date the invoice is received by UGATA, then Contractor shall have the right to either suspend all work under this Agreement, without prejudice, or terminate this Agreement in accordance with the provisions of Section 2.12.

UGATA shall, prior to making payment on any invoice, withhold ten (10%) percent from any payment due. The amounts so withheld shall be released to Contractor upon satisfactory completion of the Project.

Approval and/or payment of such invoices shall not in any way relieve Contractor of its liability to UGATA for deficiencies in the performance of its services. UGATA's approval or acceptance of, or payment for any of the services shall not operate as a waiver of any rights to which UGATA may be entitled.

NO INTEREST OR OTHER LATE PENALTIES SHALL ACCRUE ON LATE PAYMENTS.

IT IS UNDERSTOOD AND AGREED BY THE PARTIES THAT IN THE EVENT FUNDS ARE NOT APPROPRIATED IN THE CURRENT FISCAL YEAR OR ANY SUBSEQUENT FISCAL YEAR, THIS CONTRACT WILL BECOME NULL AND VOID AND THE UGATA WILL ONLY BE REQUIRED TO PAY FOR SERVICES COMPLETED TO THE SATISFACTION OF UGATA.

#### **2.4. CHANGES.**

UGATA may, at any time, in writing, and within the general scope of this Agreement, make "Request for Changes" in the services or work to be performed. In the event CONTRACTOR is requested to perform additional services or work not contemplated by this Agreement, CONTRACTOR will promptly notify UGATA if such change causes an increase in CONTRACTOR'S cost of, or time required for, performance of any services under this Agreement, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly.

In the event CONTRACTOR is requested to reduce the performance of services or scope of work, such request must be in writing.

In the event CONTRACTOR is requested to reduce the performance of services or scope of work UGATA shall be entitled to a decrease in the amount of compensation to be paid to CONTRACTOR accordingly.

All change orders must be in writing to be valid, and no services for which any additional compensation will be charged by CONTRACTOR shall be furnished without the written authorization of UGATA.

UGATA may add to or reduce the scope of work by generating mutually agreed upon contract exhibits to this basic agreement.

#### **2.5. WARRANTIES.**

In addition to any express and/or implied warranties provided to UGATA by law, CONTRACTOR warrants to UGATA that the performance of the services covered by this Agreement will be competent to perform the tasks undertaken, that the product of such paving services will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Agreement, and that the work will be of good quality, free from faults and defects and in strict conformance with this

Agreement. All work not conforming to these requirements may be considered defective. In the event any of the work is found to be defective or not in accordance with this Agreement within one (1) year after completion of the contract services, CONTRACTOR will promptly correct the work without additional compensation from UGATA, upon written notice from UGATA. All corrective work shall be completed within thirty (30) days of receipt of written notice from UGATA. Establishment of the one year time period in this section relates only to the duty of CONTRACTOR to specifically correct the work.

## **2.6. WITHHOLDING PAYMENT.**

UGATA has the right, but not the obligation, to withhold funds to the extent and only to the extent necessary to protect UGATA from loss because of:

- a) Defective work not remedied by CONTRACTOR within a reasonable time or for which CONTRACTOR has failed to initiate a remedy within a reasonable time
- b) Claims of third parties against UGATA or UGATA'S property for which CONTRACTOR is liable
- c) Failure by CONTRACTOR to pay subcontractors or others in a prompt and proper fashion the amounts due and owing to such subcontractor or others relating to the Project.
- d) Evidence that the balance of the work cannot be completed in accordance with this Agreement for the unpaid balance of the Contract Price
- e) Evidence that the work will not be completed in the time required for final completion
- f) Persistent failure to carry out the work in accordance with this Agreement, or
- g) Damage to the UGATA or a third party to whom the UGATA is, or may be, liable and for which CONTRACTOR is liable pursuant to the terms of this Agreement.

## **2.7. RIGHT TO STOP WORK.**

In the event CONTRACTOR fails to perform the work in accordance with this Agreement, UGATA may order CONTRACTOR to stop the work and UGATA may then perform the work in accordance with Section 8, below, or terminate this Agreement in accordance with Section 2.13. In such event, CONTRACTOR shall immediately obey such stop work order.

## **2.8. UGATA'S RIGHT TO PERFORM WORK**

In the event CONTRACTOR'S work is stopped pursuant to Section 7, above, entitled "Right to Stop Work", and CONTRACTOR fails to provide adequate assurance to UGATA, within seven (7) days of such stoppage, that the cause of such stoppage will be eliminated or corrected, then UGATA may proceed to carry out the subject work or terminate this Agreement. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the documented and agreed to cost of correcting the deficiencies, including any professional services and expenses necessitated thereby. If the unpaid portion of the Contract Price is insufficient to cover the amount due UGATA, CONTRACTOR shall pay the difference to

UGATA; provided, however if UGATA stops the work, takes over a portion of or all of the work and performs the work, then CONTRACTOR'S WARRANTY OBLIGATIONS relating to such work performed by UGATA shall be null and void.

## **2.9. INDEMNIFICATION.**

CONTRACTOR agrees to assume responsibility for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, including employees and property of UGATA, caused by or resulting from any negligent act or omission of CONTRACTOR or its subcontractors or any of their officers, agents, servants, or employees, arising from the performance of the work under this Agreement. CONTRACTOR shall defend, indemnify, and hold harmless UGATA and all of its officers, agents, servants, or employees from and against any and all claims, loss, damage, charge, or expense to

which they or any of them may be put or subjected by reason of any such damage, loss, or injury. CONTRACTOR expressly agrees to defend against any claims brought or filed against UGATA, where such claim or action involves, in whole or in part, the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

## **2.10. INSURANCE.**

**The Contractor is responsible for and must have all required insurance listed below and shall not commence work under the associated contract until it has obtained all insurance required, and the UGATA has approved such insurance in writing, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. All insurance policies shall be maintained for the life of the contract.**

A. UGATA SHALL BE NAMED AS "ADDITIONAL INSURED" FOR ITS INTEREST on all policies of insurance, except Worker's Compensation, Automobile Liability and Professional Errors and Omissions, regarding ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance. As a part of the certificate of insurance requirement the contractor shall also include acknowledgement and acceptance of the waiver of subrogation provision granted to UGATA. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the "Additional Insured" provision.

B. Certificates for all such policies of insurance shall be provided by the contractor's insurance agent or broker to the UGATA within 10 working days from the date of Notice of Award.

C. All Certificates of Insurance submitted shall provide on the face of the certificate reference to UGATA and Fountain Inn Greenway

D. Contractor will provide UGATA a minimum of 30 days advance notice in the event the insurance policies (or an insurance policy) are canceled.

E. Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.

F. Contractor agrees to maintain and keep in force during the life of this Agreement, with a company or companies authorized to do business in South Carolina, the following insurance policies:

1. Comprehensive General Liability:

a. \$1,000,000 per occurrence - combined single limit / \$2,000,000 general aggregate, to include products and completed operations.

2. Automobile Liability:

a. \$1,000,000 per occurrence - combined single limit (Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired)

3. Statutory Worker's Compensation:

a. Coverage A - State of SC

b. Coverage B - Employers liability

i. \$1,000,000 Each Accident

ii. \$1,000,000 Disease, Per Employee

iii. \$1,000,000 Disease, Policy Limit

c. Policies shall contain a waiver of subrogation in favor of and/or that applies to the UGATA of Greenville, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the contractor.

**No deviation from these coverages will be accepted unless, in the UGATA's sole discretion, it is more advantageous to the UGATA, i.e., \$1,000,000 - a \$2,000,000 or \$5,000,000 limit would be acceptable.**

Vendors will provide UGATA a minimum of 30 days advance notice in the event the insurance policy (or an insurance policy) is canceled. Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.

## **2.11. PERFORMANCE AND PAYMENT BOND.**

Contractor shall furnish a satisfactory Performance and Payment Bond in the amount of the total contract price no later than fifteen (15) business days after the date of the Notice of

Award. The Bond must have written approval by UGATA before it is made effective. The Contractor shall have as surety a corporate surety authorized to act as surety in South Carolina. The Performance and Payment Bond shall remain in effect for one year after completion of the contract.

## **2.12. TERMINATION.**

### **TERMINATION BY UGATA**

This Agreement may be terminated by UGATA upon fifteen (15) days written notice at UGATA'S election. In the event of termination at UGATA'S election and not due to the fault of CONTRACTOR, CONTRACTOR will be paid only for the work actually completed to the satisfaction of the UGATA as of the date of termination.

Should CONTRACTOR default or persistently fail or neglect to carry out the work in accordance with the terms of this Agreement, UGATA may by written notice to CONTRACTOR, without prejudice to any other right or remedy under this Agreement, terminate the employment of CONTRACTOR and take possession of the site and all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR as well as all drawings, plans and specifications and finish the work by whatever methods UGATA may deem expedient; provided, however, prior to such termination,

CONTRACTOR shall be given notice of the default and an opportunity to cure such default within seven (7) days. Such termination shall be deemed "for cause". Should this Agreement be terminated "for cause", CONTRACTOR shall not be entitled to any further payment. In the event the actual and documented cost of finishing the work, including compensation for professional services and expenses made necessary thereby, if any, exceed the unpaid balance, CONTRACTOR shall pay the difference to UGATA. This obligation for payment shall survive the termination of this Agreement.

### **TERMINATION BY CONTRACTOR**

Should UGATA fail to make payment on any undisputed invoice amount within sixty (60) days of receipt of such invoice, CONTRACTOR may elect to either suspend the work or terminate this Agreement; provided, however, prior to termination, UGATA shall be given notice of the default and an opportunity to cure such default within seven (7) days. Should this Agreement be terminated by CONTRACTOR, CONTRACTOR shall be entitled to be paid only for the work actually completed to the satisfaction of the UGATA as of the date of termination.

## **2.13. SITE CLEANING, SAFETY, HEALTH, AND SECURITY.**

CONTRACTOR shall keep the site reasonably clean during performance of the work. CONTRACTOR shall dispose of all refuse at a South Carolina DHEC approved landfill. Contractor shall be solely responsible for its activities, that of its employees on the site and activities of its consultants, contractors and/or subcontractors for maintaining a safe job

site. Contractor's activities and activities of its consultants, contractors and/or subcontractors shall comply with all local, state, and federal safety regulations and their enforcement agencies. Contractor shall at all times conduct its operations under this Contract in a manner to avoid risk of endangerment to the health and safety of persons and property. The Contractor shall have sole responsibility for implementing its safety and health programs, taking all safety and health precautions necessary and continuously inspecting all equipment, materials and work to prevent, discover, determine and correct any conditions which might result in personal injury, equipment damage or damage to property or the public. Contractor's safety, health and security programs shall be in compliance with all regulatory requirements and shall furnish accident, incident, injury, and other records and reports required by the Occupational Safety and Health Administration, State and Local laws, or by UGATA.

#### **2.14. ASSIGNMENT.**

This Agreement may not be assigned by either party without the prior written consent of the other party.

#### **2.15. SUBCONTRACTS.**

CONTRACTOR shall promptly furnish to UGATA, in writing, the bid list proposed by CONTRACTOR to act as subcontractors on the Project. UGATA shall, within seven (7) days, reply to CONTRACTOR, in writing, stating any objections UGATA may have to such proposed subcontractors. CONTRACTOR may enter into a subcontract with any subcontractor on the approved bid list. CONTRACTOR shall not be required to enter into a subcontract with any subcontractor to whom CONTRACTOR has objection.

All subcontractors shall provide performance and payment bonds in accordance with bonding requirements set forth in the Greenville UGATA procurement policies and shall name UGATA as an additional obligee on such bonds.

All subcontractors will be required to furnish Certificates of Insurance to the UGATA in accordance with all of the requirements set forth in Section 10 of this Agreement.

#### **2.16. NOTICES.**

All notices made pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, to the parties at their respective addresses set forth below:

UGATA

Matt Hudson-Flege

Executive Director

Upstate Greenways and Trails Alliance

701 Easley Bridge Road



Greenville SC, 29611

CONTRACTOR

Vendor Representative

Representative Title

Sample Vendor

Vendor Address

City, State Zip Code

Any party may change the person to whom notices are to be sent by giving ten (10) calendar days written notice of such change to the other party.

#### **2.17. APPLICABLE LAW AND VENUE.**

The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina. UGATA and Contractor further agree that this Agreement shall be deemed to be made and performed in Greenville County, South Carolina.

For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of Greenville County, South Carolina.

#### **2.18. COMPLIANCE WITH CODES AND STANDARDS.**

Contractor's professional services shall incorporate those federal, state and local laws, regulations, codes and standards that are applicable at the time Contractor rendered its services. Contractor shall not be responsible for any claim or liability for injury or loss allegedly arising from Contractor's failure to abide by federal, state or local laws, regulations, codes and standards that were not in effect or publicly announced at the time Contractor rendered its services.

#### **2.19. SUCCESSORS AND ASSIGNS.**

CONTRACTOR and UGATA each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement.

#### **2.20. SEVERABILITY**

Should any section, paragraph, clause, phrase, or provision of this Agreement be determined invalid or held unconstitutional by a court of competent jurisdiction, such declaration shall not affect the validity of this Agreement as a whole or any part or provision thereof, other than the part so decided to be invalid or unconstitutional.

### **2.21. CONFIDENTIALITY.**

Contractor will maintain as confidential any documents or information provided by the UGATA and will not release, distribute or publish same to any third party without prior permission from the UGATA, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to the UGATA.

### **2.22. CONTRACT DOCUMENTS.**

This Agreement, along with the provisions contained in UGATA Bid Documents and Contractor's Response to UGATA's Bid Documents represents the entire agreement between the parties and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding same. If there is a conflict between any of the terms of these contract documents the order of precedence of these contract documents shall be;

- A. Any change order or amendment signed after the execution date of this agreement;
- B. This Agreement;
- C. Contractor's Response to UGATA Bid Documents;
- D. Addenda to UGATA Bid Documents;
- E. UGATA Bid Documents

### 3. SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above

written.

CONTRACTOR

By: \_\_\_\_\_

Its: \_\_\_\_\_

WITNESS 1. \_\_\_\_\_

WITNESS 2. \_\_\_\_\_

UPSTATE GREENWAYS AND TRAILS ALLIANCE

By: \_\_\_\_\_

Matthew Hudson-Flege,

Executive Director

Upstate Greenways and Trails Alliance

WITNESS 1. \_\_\_\_\_

WITNESS 2. \_\_\_\_\_