

Professional Services Contract

This Contract is entered into this _____ day of _____, 20____, by and between the Unit of Local Government of, South Carolina, herein referred to as the "City or County" and (name of Contractor), whose address is _____ herein referred to as the "Contractor" for (project name and number), herein referred to as the CDBG Project,

WITNESSETH:

WHEREAS, the (Unit of Local Government) desires to engage the Contractor to render certain services related to (type of service) for the above described CDBG Project; and

WHEREAS, the (Unit of Local Government) has complied with provisions for soliciting contractors as cited in the Community Development Block Grant (CDBG) Implementation Manual; and

WHEREAS, to ensure compliance with CDBG program requirements on the CDBG Project, it is deemed to be in the best interests of the (Unit of Local Government) to enter into an agreement with the Contractor as hereinafter provided;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. SERVICES OF CONTRACTOR.

The (Unit of Local Government) agrees to engage the Contractor, and the Contractor agrees to provide the services described in Section 6 in order to provide for the administration and management of the CDBG project for the (Unit of Local Government) as approved by the South Carolina Department of Commerce, Grants Administration, herein referred to as "Grants Administration."

2. INDEPENDENT CONTRACTOR.

The contracting parties warrant by their signature that no employer-employee relationship is established between the Contractor and the (Unit of Local Government) by the terms of this Contract. It is understood by the parties hereto that the Contractor is an independent contractor and as such neither it nor its employees, if any, are employees of the (Unit of Local Government) for purposes of tax, retirement system or social security (FICA) withholding.

3. CONTRACTOR'S INSURANCE.

The Contractor warrants that it has obtained and will maintain at its expense for the duration of this Contract, statutory worker's compensation coverage, employer's liability and comprehensive general liability insurance coverage for its principals and employees for the services to be performed hereunder. The comprehensive general liability insurance shall have, at a minimum, a coverage limit of at least one hundred thousand dollars (\$100,000) per claim, and five hundred thousand dollars (\$500,000) aggregate.

4. LIAISON.

The (Unit of Local Government's) designated liaison with the Contractor is _____.
The Contractor's designated liaison with the (Unit of Local Government) is _____.

5. EFFECTIVE DATE AND TIME OF PERFORMANCE.

This Contract takes effect on _____. The services to be performed by the Contractor will be completed no later than _____.

6. SCOPE OF SERVICES.

The Contractor will perform the following services:
(Here, or in an exhibit to the contract, explicitly and completely list the services and products the grant recipient expects of the Contractor, including the timetable for completion of key tasks.)

7. CHANGES IN THE WORK.

Without invalidating the Agreement and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document executed or issued pursuant to these provisions, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

8. COMPENSATION.

For the satisfactory completion of the services to be provided under this Contract, the (Unit of Local Government) will pay the Contractor a sum, not to exceed \$_____, that the (Unit of Local Government) agrees to pay as set forth herein.

(This section should describe the the procedures for approving payment, the terms of payment, the identified milestones and performance measures to be used to determine contractor compliance.)

9. RECORDS AND REPORTS.

Records for nonexpendable real property purchased totally or partially by the Unit of Local Government with CDBG funds must be retained for five years after its final disposition. The (Unit of Local Government) must provide a quarterly progress report. All other pertinent grant records, including beneficiary data, financial records, supporting documents, and statistical records, shall be retained for a minimum of five years after final close-out of the Grant. If, however, any litigation, claim or audit is started before the expiration of the five year period, then records must be retained for five years after the litigation claim or audit is resolved.

10. MODIFICATION AND ASSIGNABILITY OF CONTRACT.

This Contract, including all documents incorporated by reference pursuant to paragraph 10 hereof, contains the entire agreement between the parties, and no statements, promises or inducements made by either party, or agents of either party, that are not contained in the written contract, are valid or binding. This Contract may not be enlarged, modified or altered except upon written agreement signed by both parties hereto. The Contractor may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent of the (Unit of Local Government) and Grants Administration. Any subcontractor or assignee will be bound by all of the terms and conditions of this Contract and will be required to enter into a written agreement with the (Unit of Local Government).

11. TERMINATION OF CONTRACT.

This Contract may be terminated as follows:

(a) Termination due to loss of funding.

In the event that Grants Administration reduces or terminates payments under the CDBG Program so as to prevent the ((Unit of Local Government) from paying the Contractor with CDBG funds, the (Unit of Local Government) will give the Contractor written notice which sets forth the effective date of the termination and explains the reasons for the termination. The notice shall also describe the conditions for any reimbursement for any work completed.

(b) Termination for Convenience.

The (Unit of Local Government) may terminate this Contract in whole, or in part, for the convenience of the (Unit of Local Government) when both parties agree that the continuation of the CDBG Project is not in the best

interest of both parties and that further expenditure of funds will not produce any results. The parties shall agree in writing, upon the conditions, effective date, and fair and reasonable payment for work completed.

(c) Termination for cause.

(i) If the Contractor fails to comply with any of the terms and conditions of this Contract, the (Unit of Local Government) may give notice, in writing, to the Contractor of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, the (Unit of Local Government) may, with no further notice, declare this Contract to be terminated. The Contractor will thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of reasonable damages suffered by the (Unit of Local Government) by reason of the Contractor's failure to comply with this contract.

(ii) Notwithstanding the above, the Contractor is not relieved of liability to the (Unit of Local Government) for damages sustained by the (Unit of Local Government) by virtue of any breach of this Contract by the Contractor, and the (Unit of Local Government) may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due the (Unit of Local Government) from the Contractor is determined.

12. DOCUMENTS INCORPORATED BY REFERENCE.

The (Unit of Local Government's) application to Grants Administration for CDBG funding, dated _____.

The CDBG Contract Special Provisions are hereby incorporated by this reference and included as an attachment.

Federal and State Laws: The Unit of Local Government is responsible for compliance with all applicable Federal or State laws, Executive Orders, and regulations of the CDBG program.

13. CONSTRUCTION AND VENUE.

This Contract will be construed under and governed by the laws of the State of South Carolina. In the event of litigation concerning it, venue is the _____ Judicial District in and for the County of _____, State of South Carolina.

14. INDEMNIFICATION.

The (Unit of Local Government) shall not be liable for failure on the part of the Contractor or any other party to perform all work under this Contract in accordance with all applicable laws and regulations. The Contractor waives any and all claims and recourse against the (Unit of Local Government), including the right of contribution for loss and damage to persons or property arising from, growing out of or in any way connected with or incident to, the Contractor's performance of this Contract, except for liability arising out of concurrent or sole negligence of the (Unit of Local Government) or its officers, agents or employees. Further, the Contractor will indemnify, hold harmless, and defend the (Unit of Local Government) from and against any and all claims, demands, damages, costs, expenses or liability of any kind (including reasonable attorneys' fees) arising from, growing out of or in any way connected with or incident to, the Contractor's performance of this Contract, except for liability arising out of the concurrent or sole negligence of the (Unit of Local Government) or its officers, agents or employees. This provision shall survive the termination of this Contract for any claim arising during the term of the Contract.

15. SPECIAL WARRANTY.

The Contractor warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this Contract. The Contractor further declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion or negotiation leading to the award of this Contract. Any such activity by the Contractor shall make this Contract null and void.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the _____ day of _____, 20__.

CONTRACTOR

UNIT OF LOCAL GOVERNMENT OF

BY _____
Contractor

BY: _____
Chief Elected
Official Signature

Title

Title

Date

Date

Attest _____

Attest _____