



CHARLESTON COUNTY PARK & RECREATION COMMISSION
861 Riverland Drive
Charleston, South Carolina 29412

CONTRACT FOR CONSULTING SERVICES
(PROJECTS OF LIMITED SCOPE)

AGREEMENT

entered this *month,date,year*

Between

CONSULTANT: *Company:*
Address:
Contact Person:
Phone:
Email

and

OWNER: Charleston County Park & Recreation Commission ("CCPRC")

CCPRC'S PROJECT NUMBER: 2022-016

PROJECT: Compensation and Classification Study for the Charleston County Park and Recreation Commission

The Owner and Consultant agree as set forth below.

ARTICLE 1

CONSULTANT'S SERVICES

The Consultant acknowledges that it has thoroughly examined and understands the requirements of Request for Proposal (RFP) 2022-016 issued by the Charleston County Park and Recreation Commission ("CCPRC") for the Compensation and Classification Study. No guarantee is expressed or implied as to the total quantity of future requests to be purchased under this Agreement by CCPRC, upon completion of the initial study. No order shall become due or be acceptable without a written order by CCPRC, which shall contain a description of the services requested, date of time and delivery, and other pertinent data required by the Consultant to perform the work in question. CCPRC reserves the right to issue purchase orders to other consultants for the same services.

SCOPE OF SERVICE

The general scope of service will include, but not be limited to, as outlined in the RFP- Scope of Service section. Consultant agrees that services, which are reasonably required to complete the tasks set forth in scope of services, and to otherwise meet the intent of the RFP, are included in Consultant's lump sum fee.

Contractor promises and agrees to furnish to CCPRC all labor, materials, tools equipment, services, and incidental and customary work necessary to fully and adequately supply all services provided under this Agreement as more particular described in the RFP. All services shall be subject to, and performed in accordance with, this Agreement, the attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules, and regulations. Consultant represents and warrants to CCPRC that it will perform the Services in a professional and workmanlike manner, in accordance with best industry standards and practices used in well-managed operations performing services similar to the Services.

The following documents are attached hereto and incorporated herein by reference; however, in the case of any ambiguities with attached documents, CCPRC's, Request for Proposal, Contract Document and Procurement Policy will apply. The RFP submitted and any signed addenda shall be incorporated and become part of the agreement when signed by CCPRC.

Attachment – Proposal and Price Proposal

This Contract is governed by CCPRC's Procurement Policy, which may be obtained by request. CCPRC's Procurement Policy shall prevail over any conflicting provisions of the contract, including the special or supplementary conditions of the contract and the general conditions of the contract.

ARTICLE 2
DURATION OF CONTRACT

2.1 The initial contract period shall start on the date of this Agreement and shall terminate one year. Owner may automatically renew this Contract annually, for up to four additional one-year option, subject to satisfactory performance and determination that it will be in the best interest of the Owner. All prices, terms and conditions shall remain firm for the initial period of the Contract and for any renewal period as outlined in the Proposal.

ARTICLE 3
OWNER'S RESPONSIBILITY

3.1 Owner shall provide information Consultant requires to perform its work. Owner shall cooperate with Consultant and pay Consultant in accordance with this Agreement.

3.2 Owner shall designate a representative authorized to act on its behalf with respect to the Project. Owner shall render decisions in a timely manner pertaining to documents and other information submitted by the Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

ARTICLE 4
OWNERSHIP OF CONSULTANT'S WORK PRODUCT

4.1 The documents and materials prepared by the Consultant for this Project are for Owner's use. Owner shall have sole ownership of such documents to include making reproducible copies for its use and information in connection with follow-up contracts or requests of state, local, or federal governmental agencies or other uses contemplated in the RFP.

ARTICLE 5
DISPUTES

5.1 After the exhaustion of the remedies and procedures in the Owner Procurement Policy (incorporated herein by reference), the parties agree any disputes under this Agreement shall be resolved in Charleston County, South Carolina in a court of competent jurisdiction (non-jury proceedings).

ARTICLE 6
TERMINATION

A. For Convenience

The Procurement s Staff, by advance written notice, may terminate this Contract when it is in the best interests of Owner. If this Contract is so terminated, the Consultant shall be compensated for all necessary and reasonable direct costs of performing the Work actually accomplished. The Consultant will not be compensated for any other costs in connection with a termination for

convenience. The Consultant will not be entitled to recover any damages in connection with a termination for convenience.

B. For Default

If the Consultant refuses or fails to perform the services or any separable part thereof in a timely or workmanlike manner in accordance with the Contract, or otherwise fails, in the sole opinion of Owner, to comply with any of the terms and conditions of the Contract deemed, in the sole opinion of Owner, to be material (including, without limitation, the requirement that Consultant obtain and maintain in force all necessary permits), such refusal or failure shall be deemed a default under this Contract.

In the event of a default under this section, Owner shall have the right to terminate forthwith this Contract by written notice to the Consultant. In the event of such default, the advance notice period for termination is waived and the Consultant shall not be entitled to any costs or damages resulting from a termination under this section.

Whether or not the Consultant's right to proceed with the Work is terminated, it and its sureties shall be liable for any damage to Owner resulting from Consultant's default. Any wrongful termination for default shall be deemed by the Parties a termination for convenience.

C. Termination for Non-Appropriation of Funds

The Procurement personnel, by written advance notice, may terminate this Contract in whole or in part in the event that sufficient appropriation of funds from any source (whether a federal, state, county or other source) are not made or sufficient funds are otherwise unavailable, in either case, to pay the charges under this Contract. If this Contract is so terminated, the Consultant shall be compensated for all necessary and reasonable direct costs of performing the Work actually provided to the date of such termination. The Consultant will not be compensated for any other costs in connection with a termination for non-appropriation. The Consultant will not be entitled to recover any damages in connection with a termination for non-appropriation, including, but not limited to, lost profits.

D. Rights

The rights and remedies of CCPRC provided in this section are in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE 7 COMPENSATION OF CONSULTANT

7.1 Consultant agrees to complete all work in accordance with the work required for the RFP, and all work reasonably required in conjunction with scope of work and the RFP for the lump sum price in the amount of **Dollars, ()**, including all reimbursable expenses. Consultant acknowledges the amount includes all reimbursables expenses, direct and indirect personnel expenses, all anticipated equipment expenses, all photographic reproductions and reproduction services, and all materials and services of any kind required under the Contract. Consultant further

acknowledges that the price shall not be adjusted without the express, written authorization of Owner and Consultant assumes all risk and responsibility for incurring additional cost or services beyond the scope of work, including reimbursable expenses, without first securing written authorization and agreement from Owner's representative to the terms and conditions of providing the additional services.

7.2 Firm prices shall be proposed and include all handling, shipping and inside delivery charges to the destination shown herein unless otherwise indicated. The price specified shall include all taxes and duties of any kind levied by federal, state, municipal, or other governmental authority, which either party is required to pay with respect to the materials or services covered by this Agreement. If the letter of authorization accompanying these terms and conditions allows the payment of "reimbursables", they shall be paid at Consultant's actual cost and subject to audit by Owner.

7.3 Out of state Consultants are required to complete form I-312, Nonresident Taxpayer Registration Affidavit Income Tax Withholding form.

ARTICLE 8 PAYMENTS TO THE CONSULTANT

Payments under this agreement shall be made monthly upon presentation of the Consultant's statement of services rendered. The Consultant shall prepare monthly invoices itemizing the work performed and shall submit separate invoices according to the following scheduled of values: Consultant's invoices shall allocate work performed on a percentage of completion basis and provide Owner with appropriate accounting documentation and records of work performed to satisfy any necessary requirements in accordance with the terms and conditions of any publicly financed grant which may bear on the project. Owner agrees to pay for Consultant's services based upon percentage of completion of satisfactory work on a monthly basis within thirty (30) days from the date of receipt of the Consultant's invoice. As a minimum, the monthly invoice shall contain the identity of the provider of the services, the date of the services, a description of the services, including percentage of work accomplished and the percentage remaining on each task as outlined in the proposal and in accordance with the above-stated schedule of values. Consultant shall promptly pay all suppliers and sub-consultants and shall indemnify and hold harmless Owner from any and all sources of claims arising from Consultant's failure to promptly pay its supplier or sub-consultants.

ARTICLE 9 INSURANCE

Prior to commencement of the project, the Consultant, at his expense, will procure insurance naming the Owner as an additional insured on the liability coverage and furnish certificate as to such, certifying the coverage as follows:

- A. All such coverage required by statute or regulation of Charleston County and the State of South Carolina.
- B. The Consultant shall maintain limits no less than the following:

1. **GENERAL LIABILITY:** \$500,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a \$500,000 general aggregate limit.
 2. **AUTOMOBILE LIABILITY:** \$500,000 combined single limit per accident for bodily injury and property damage.
 3. **WORKERS' COMPENSATION:** Statutory limits are required by South Carolina state law, and employer's liability limits of \$100,000 per accident.
 4. **PROFESSIONAL LIABILITY:** \$1,000,000 limit per claim. Professional shall obtain and maintain a professional liability insurance policy covering the performance of the professional services specified in this agreement. Evidence of such insurance shall be satisfactory in form and content to the owner, Charleston County. This coverage shall be maintained through the duration of this project and for a minimum of 1 year after substantial completion of the project.
- C. The required insurance policy at the time of issue must be written by a company licensed to do business in the State of South Carolina and acceptable to Owner

ARTICLE 10

MISCELLANEOUS PROVISIONS

10.1 This Agreement shall be governed by the laws of the State of South Carolina. Owner and Consultant, bind themselves, their partners, successors and assigns, and legal representatives to this Agreement. Consultant shall not assign or subcontract any portion of this Agreement without the written consent of Owner. This Agreement represents the entire and integrated agreement between Owner and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant. Nothing contained in this Agreement shall be deemed to create a contractual relationship with or cause of action in favor of a third party against Owner or Consultant.

10.2 Owner may, at any time, by written order designated or indicated to be an addendum and/or change order, unilaterally make any change in the work within the general scope of the Contract without invalidating this Agreement. No order, statement, or conduct of Owner's representatives shall be treated as a change under this Contract, unless so designated as a written addendum/change order.

10.3 Consultant covenants and warrants that all work performed under this Contract shall be performed in a skillful, workmanlike and good manner and in accordance with the customs and standards of the industry with the highest degree of professional care. Consultant further agrees to comply with all state, local and federal laws bearing upon the performance of the work and shall obtain and secure any licenses, permits and comply with any federal, state, local or municipal laws, codes, or regulations required in connection with Consultant's work.

10.4 Owner may undertake or award other contracts for additional work and the Consultant shall fully cooperate with such other contractors or consultants as Owner employs and carefully fit into

its own work with such additional work as may be directed by Owner. The Consultant shall not commit or permit any act which will interfere with the performance of work by any other consultant.

10.5 The Consultant agrees that the Owner and/or its authorized agents and representatives, until the expiration of four (4) years after final payment under this Contract, shall have access to and the right to examine and audit any directly pertinent books, documents, records or any other information maintained by the Consultant involving transactions related to this Contract. The Contract price includes all applicable federal, state, and local taxes and dues.

10.6 Consultant acknowledges and assumes full responsibility for strict compliance with the terms and conditions of this Agreement, the RFP and scope of work, and agrees to indemnify and hold harmless Owner for any damages arising from Consultant's failure to comply with the terms and conditions of this Agreement (including attorney's fees and costs).

ARTICLE 11 LEGAL REQUIREMENTS

Applicable provisions of all Federal, State, County and local laws, and of all ordinance, rules and regulations including Owner Procurement Policy shall govern development; submittal and evaluation of proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid in response hereto and Owner and through its officers, employees and authorized representative, or any other person, natural or otherwise. Lack of knowledge by any bidder shall not constitute a recognizable defense against the legal effect thereof.

ARTICLE 12 ASSIGNMENT

Consultant shall not transfer, sub consultant or assign the performance required by this proposal and/or contract without the prior written consent of the Executive Director. Any Award issued pursuant to this contract and the monies which may become due hereunder are not assignable.

ARTICLE 13 INDEMNIFICATION

The Consultant shall indemnify, save harmless, and defend Owner, its officers, agents and employees from and against any claims, demands or causes of action of whatsoever kind or nature arising out of error, omission, negligent act, conduct or misconduct of Consultant, his agents, servants or employees in the provision of goods or the performance of services pursuant to this Offeror.

ARTICLE 14 QUALIFICATIONS OF CONSULTANT

Proposals will be considered only from firms normally engaged in providing the types of services specified herein. Owner reserves the right to inspect the facilities, equipment, personnel and

organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. Owner will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform.

ARTICLE 15
MODIFICATIONS

Any modifications or changes to any contract entered into as a result of this contract must be by written amendment with the same formality and of equal dignity prior to the initiation of any such change as outlined in Article 1.

ARTICLE 16
PROMPT PAYMENT- SUBCONTRACTOR

(1) Subject to the provisions on retainage provided in Paragraph (2) below, when a subcontractor has satisfactorily performed a work item of the subcontract, the Consultant must pay the subcontractor for the Work item within seven (7) Calendar Days of the Consultant's receipt of payment from CCPRC. A subcontractor shall be considered to have "satisfactorily performed a work item of the subcontract" when CCPRC pays the Consultant for that Work item.

(2) The Consultant may withhold as retainage up to five (5%) percent of a subcontractor's payment until satisfactory completion of all work items of the subcontract. "Satisfactorily completion of all work items of the subcontract" shall mean when CCPRC pays the Consultant for the last work item of the subcontract. The Consultant must release to the subcontractor any retainage withheld within seven (7) Calendar Days from the date the Consultant receives payment from CCPRC for the last work item of the subcontract.

(3) Prior to receiving payment of each monthly estimate, the Consultant shall certify to CCPRC that the construction estimate is complete and that all subcontractors have been paid for work covered by previous estimates.

(4) Failure to comply with any of the above provisions shall result in one or more of the following sanctions:

- (1) no further payments to the Consultant unless and until compliance is achieved;
- (2) the Consultant being placed in default; and/or
- (3) the Consultant being declared delinquent

This Agreement entered into as of the day and year first written above

AGREEMENT

OWNER

Charleston County Park and
Recreation Commission

Date

CONSULTANT

Signature
Name
Company

Date