

SAMPLE CONTRACT

This is the standard contract for construction projects under \$20,000. This contract may be modified to meet the needs of the project with approval of the attorney.

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*(COMPANY)

*RE: (PROJECT)
(PROJECT #)

Dear :

Charleston County Park and Recreation Commission (CCPRC) has accepted your proposal for the above-mentioned project. This letter will serve as contractual agreement between CCPRC and (COMPANY)_____ for:_____. The lump sum fee for this service in the amount of _____ will be subject to the following conditions:

***If detailed Scope of Work, insert here and, if you are going to attach the proposal, include the following:**

Prior to beginning the work you must contact..... Fill in this statement

Add statement regarding time frame for completion.

The Scope of Work as outlined in your proposal dated _____, is attached and becomes a part of this contract. In the case of any ambiguities, this contract shall prevail.

The fees for this service will be paid upon receipt of the signed contract, inspected completion of the work and submittal of the invoice.

Please sign all three copies of the contract; keep one for yourself and return the other two copies, upon receipt to the attention of Mrs. Lynda Abram, 861 Riverland Drive, Charleston, SC 29412.

Also, the following General Terms and Conditions for Purchase of Supplies, Construction, or Services of Limited Scope will apply:

1. **TERMS AND CONDITIONS.** These terms and conditions and the accompanying letter of authorization constitute the entire contract between CCPRC and Seller or Contractor. Any changes to this agreement shall be in writing signed by both parties. Except as stated in the immediately preceding sentence, it is a condition of this contract that any provision printed or otherwise contained in any previous or contemporaneous sales order issued by Seller/Contractor or acknowledgment hereof which are inconsistent or in addition to the terms and conditions herein stated shall have no force or effect and shall not constitute any part of this contract. CCPRC reserves the right to change or alter any quantities or scope of work by written change order without invalidating this Agreement. Oral modifications will not be permitted.

2. **PAYMENT.** Terms are net thirty (30) days. 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. At a minimum, invoices shall contain the identity of the provider of the services, the date of the services, a description of the services, and any applicable taxes. If the letter of authorization accompanying these terms and conditions allows the payment of "reimbursables", they shall be paid at Seller's/Contractor's actual cost and subject to audit by CCPRC.

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

3. **RISK OF LOSS, WARRANTY AND INDEMNIFICATION.** Seller/Contractor assumes all risks in furnishing the material and damage to work ordered hereunder until final delivery and acceptance or completion of work, whichever occurs last. Seller/Contractor warrants that all goods and services provided under this agreement shall be provided and performed in a timely, good, adequate, and workmanlike manner. Contractor warrants that all goods shall be new unless otherwise specified and of good and merchantable quality. Contractor shall repair or replace, at CCPRC's option, any non-conforming or defective work CCPRC discovers within one year of final payment. Seller/Contractor shall be liable to and shall indemnify CCPRC for any added costs, loss, damages, claims, expenses or royalties CCPRC incurs as a result of, arising out of, or incurred in connection with the performance or nonperformance of this Agreement, including actual attorneys' and experts' or consultants' fees incurred in good faith, except when arising from CCPRC's sole negligence.

4. **DELIVERY AND COMPLETION.** Time is of the essence in this Agreement. Should delivery or completion for any reason fail to be timely, Seller/Contractor shall be liable for all damages suffered by CCPRC as a result of such failure. Failure to furnish materials or services within the scheduled time shall give CCPRC the right to cancel any remaining portion of this contract without additional charge.

A. No extension of time of the work to be performed under this Contract will be recognized without the written confirmation and approval of the Owner.

B. Rain Day: For rain delays, the Contractor shall be entitled to a one day extension of time for each day in any given month that the actual rain days measured at the Charleston International Airport, or an otherwise mutually agreed upon location, exceed the NOAA average monthly rainfall for the month in Charleston, South Carolina. In order to qualify as a rain day, there must be at least one-hundredth of an inch precipitation on the date in question. The average number of days in each month receiving one-hundredth of an inch or more of rain in Charleston, South Carolina, according to NOAA are as follows:

| <u>Days</u> | <u>Month</u> | <u>Days</u> | <u>Month</u> |
|-------------|--------------|-------------|--------------|
| | January | 9.9 | July |
| 13.4 | February | 8.9 | August |
| 12.8 | March | 9.9 | September |
| 9.6 | April | 7.5 | October |
| 6.2 | May | 8.9 | November |
| 7.0 | June | 11.1 | December |
| 8.4 | | | |

The rain gauge at the Charleston International Airport, or an otherwise mutually agreed upon location, shall be used as the determinate for daily rain measurement. The Contractor shall submit any request for rain days by the tenth day of the following month. Rain and weather delay extensions of time are non-compensable delays and the Contractor shall be entitled to no additional compensation as consequence of rain and weather related extensions hereunder.

5. **COMPLIANCE.** Seller's/Contractor's performance shall in all ways strictly conform with all applicable laws, regulations, safety orders, labor agreements and working conditions to which it is subject, including, but not limited to, all state, federal and local non-discrimination in employment provisions, and all local regulations and building codes. Seller/Contractor shall execute and deliver all documents as may be required to effect or evidence compliance.

6. **INSURANCE.** Prior to commencement of the project, the Contractor, at his expense, will procure insurance naming the Charleston County Park and Recreation Commission 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. General liability insurance in the amount of \$500,000, including property damage in the amount of \$500,000. Bodily injury insurance shall be maintained in the amount of \$50,000 per person and for \$500,000 per incident.
- 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 the Charleston County Park and Recreation Commission.
- D. This contract requires that on new construction or renovations and/or projects that exceed \$15,000, the Contractor shall obtain Builder's Risk Insurance covering fire, casualty loss, windstorm, vandalism and theft covering both the Owner and Contractor.

7. **TERMINATION.** CCPRC may terminate or suspend at its convenience all or any portion of work not shipped or completed as of the date of termination or suspension of this Agreement. Seller/Contractor shall receive payment for work actually performed. Seller shall not be entitled to any recovery on account of profit or unabsorbed overhead with respect to work not actually performed or on account of future work, as of the date of termination or suspension. No termination or suspension shall relieve CCPRC or Seller/Contractor of any of their obligations as to any material shipped or services performed prior to Seller's/Contractor's receipt of the termination or suspension order. If Seller/Contractor fails to perform any obligation under this Agreement, CCPRC may terminate this order for default. In the event of a termination for default, CCPRC may, in addition to all other rights and remedies, purchase substitute items or services elsewhere and Seller shall pay any and all excess costs incurred, including attorneys' fees and experts' and consultants' fees actually incurred.

8. **DISPUTES.** Disputes shall be resolved in accordance with CCPRC's Procurement Code. Any litigation shall be in a court of competent jurisdiction (non-jury) in Charleston, South Carolina.

AGREEMENT

OWNER

CONTRACTOR

Date
Name
Executive Director
Charleston County Park and
Recreation Commission

Date
Name
Company