**Procurement – Sample Agreement**

This document has important legal consequences; consultation with an attorney is encouraged with respect to its completion. The State of Kansas hereby assumes no responsibility for the legality or content of this document, and **it is presented only as a sample** for use by CDBG grantees.

**Standard Form of Agreement**

**Between Owner and Consultant**

**For Professional Administrative Services**

This is an agreement made as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , \_\_\_\_\_\_\_ between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Owner) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Consultant). The Owner intends to perform a community development project, and the Owner and Consultant in consideration of their mutual covenants herein agree in respect to the performance of professional administrative services by Consultant and the payment for those services by Owner as set forth below. Consultant shall provide professional administrative services by Owner as set forth below. Consultant shall provide professional administrative services for Owner in all phases of the project to which this agreement applies, serve as the Owner’s representative for the project as set forth below and shall provide professional consultation of services hereunder.

**Part I**

**Section 1 – Basic Services for Consultant**

The consultant shall perform professional administrative services as hereinafter stated which include the administration of the Owner’s Community Development Block Grant program, Project #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The specific services of the Consultant are indicated in Exhibit “A”, “Scope of Services”.

**Section 2 – Owner’s Responsibilities**

The owner shall:

2.1 Provide all criteria and full information as to Owner’s requirements for the project and furnish copies of all documents related to the project.

2.2 Assist Consultant by placing at his/her disposal all available information pertinent to the project including previous reports and any other data relative to the project.

2.3 Give prompt written notice to consultant whenever owner observes or otherwise becomes aware of any development that affects the scope of timing of the consultant’s services.

2.4 Bear all costs incidental to compliance with the requirements of Section 2.

**Section 3 – Period of Service**

3.1 The provisions of Section 3 and the rates of compensation for the Consultant’s services provided for elsewhere in this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion.

3.2 The Consultant agrees to complete the project by the ending date identified in the owner’s “Grant Agreement” with the Kansas Department of Commerce for the Community Development Block Grant program from which part of the project has been financed.

3.3 If the Owner has requested significant modifications or changes in the extent of the project, the time of performance of Consultant’s services and his/her rates of compensation shall be adjusted appropriately.

**Section 4 – Payments to Consultant**

4.1 The maximum amount the Owner shall pay the consultant for performance of the agreement shall not exceed $\_\_\_\_\_\_\_\_\_\_. Compensation will be based on time, expenses, materials, overhead and fixed fee (if consultant is a for-profit entity) basis documented in a manner acceptable by the Owner. Overhead is allowable in the amount of \_\_\_\_\_\_% of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The fixed fee shall be $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

4.2 Consultant shall submit monthly statements for services and expenses incurred at the time of billing. Owner shall make prompt payments in response to consultant’s monthly statements.

**Section 5 – General Considerations**

5.1 The obligation to provide further services under this Agreement may be terminated by either party upon 10 days’ written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, through no fault of the terminating party.

5.2 The Consultant shall comply with all applicable rules, regulations, laws and requirements in relation to the Community Development Block Grant program as distributed by the Kansas Department of Commerce.

5.3 The Owner and Consultant each bind themselves and their partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations to this Agreement.

5.4 Neither Owner nor Consultant shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except as stated in paragraph 5.3 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to or assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Consultant from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.

**Section 6 – Special Provisions and Exhibits**

6.1 The following exhibits are attached to and made part of this Agreement.

6.1.1 Exhibit A – “Scope of Services”, consisting of \_\_\_\_\_ pages.

6.1.2 Part II – “Terms and Conditions”, consisting of \_\_\_\_\_ pages.

6.2 This agreement (consisting of pages 1 to \_\_\_\_\_, inclusive), together with the exhibits identified above, constitute the entire agreement between the owner and consultant and supersede all prior written or oral understandings. This agreement and said exhibits may only be amended, supplemented, modified or canceled by a duly executed written instrument.

In witness whereof, the parties hereto have made and executed this Agreement as of the day and year first above written.

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| Owner: |  | Consultant: |
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