

**APPALACHIAN COUNCIL OF GOVERNMENTS  
PERSONNEL AND OPERATIONS MANUAL**

**Policy Number 9-5      Guide for Personal Services Contract**

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**GUIDE FORM FOR PERSONAL SERVICES CONTRACT**

THIS AGREEMENT, entered into as of this day of \_\_\_\_\_, 19\_\_\_\_\_, by and between \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called the "Contractor") and the South Carolina  
Appalachian Council of Governments (hereinafter called the "Council") WITNESSETH THAT:

WHEREAS, The Council desires to engage the Contractor to render certain technical or professional services hereinafter described in connection with an undertaking that is expected to be partially financed under \_\_\_\_\_  
\_\_\_\_\_:

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

1.     Employment of Contractor. The Council hereby agrees to engage the Contractor and the Contractor hereby agrees to perform [personally] (if applicable) the services hereinafter set forth in connection with the project of the Council under Grant Contract No. \_\_\_\_\_
2.     Area Covered. The Contractor shall perform all the necessary services provided under this Contract in connection with and respecting the following area or areas, herein called the "planning area":

[Here identify the planning area or areas involved.]

3.     Scope of Services. The Contractor shall do, perform, and carry out [personally]<sup>1</sup>, in a satisfactory and proper manner as determined by the Council, the following services:
  - a.
  - b.
  - c.
  - d.

[The character and extent of the services to be performed by the Contractor must be specified with clarity and with sufficient detail to preclude questions as to the scope of the services covered by the Contract. The Contract shall state the extent and character of any surveys, tests, studies, investigations, canvasses, analyses, and other activities required to be made or undertaken, the methods to be employed, and the sources of information to be used. The Contract shall identify the persons who will perform these services if they are not to be performed by the Contractor personally. It shall also identify and specify the types of plans, maps, designs, drawings, models, photographs, charts, estimates, tabulations, report recommendations, and other documents required to be prepared. It shall indicate the number of copies of any such documents required to be submitted. It shall indicate whether and to what extent the services include the review, inspection, coordination, or supervision of work performed by others, and whether consultations, conferences, and other services are included and the nature thereof.]

4.     Personnel.

(Paragraph 4 may be deleted if all technical services are to be performed by the Contractor.)

- a.     The Contractor represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Council.

- b. All of the services required hereunder will be performed by the Contractor or under his supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.
  - c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the Council.
5. Time of Performance. The services of the Contractor are to commence as soon as practical after the execution of this Contract and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Contract, but in any event, all of the services required hereunder shall be completed within \_\_\_\_\_ consecutive calendar days from the date of this Contract.
6. Compensation. [The Contract shall state the consideration to be paid for the services. If the compensation is to be upon a lump-sum basis, the amount thereof shall be set forth together with a provision that such amount constitutes complete compensation for all the services to be rendered. If reimbursement for travel or other expenses is to be made, the Contract shall specify the limits and conditions of such reimbursement; it shall, for example, fix a maximum amount that will be reimbursed for travel for administrative expenses; it shall prescribe a maximum allowance per mile of travel by automobile and a maximum for subsistence expenses; it shall identify the types of expenses that are reimbursable; it shall further require authorization by the Council for travel which is to be reimbursed; and it shall also provide for the maintenance of proper records for all costs which shall be open to inspection by the Council.]

[The following provision is suggested as one that is appropriate.]

Compensation. The Council agrees to pay the Contractor the total sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the above services. In addition to the compensation provided above, the Council will reimburse the Contractor monthly for travel and subsistence expenses in connection with the performance of the duties under this contract, as may be authorized by the Council for travel outside the (City) (Counties) of \_\_\_\_\_ in the State of \_\_\_\_\_, the actual cost of transportation by common carrier, or the sum of \_\_\_\_\_ cents per mile if the travel is performed by a privately owned automobile, and not to exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ per day for subsistence expenses, which shall be open to inspection by the Council.

7. Method of Payment. [The Contract shall indicate when and in what amount the compensation is to be paid. It shall provide that a specified portion of the compensation will be retained by the Council until the services have been satisfactorily completed as determined by the Council. However, such retention is not essential when the services to be rendered are of an advisory, consultative type, payable on a per diem basis, and the Contractor is required to submit detailed written reports, studies, plans, or other documents. The Contract shall not provide for advance payments to the Contractor for work not actually performed.]

[The following provision is suggested as suitable for the payment of compensation under the Contract. Other provisions, however, may be used.]

The Council will pay to the Contractor the amount or amounts set forth in Paragraph 7, which shall constitute full and complete compensation for the Contractor's services hereunder. Such sum will be paid in the following manner, in every case subject to receipt of a requisition for payment from the Contractor specifying that he has performed the work under this Contract in conformance with the Contract and that he is entitled to receive the amount requisitioned under the terms of the Contract:

\$ \_\_\_\_\_ when the services covered by Paragraph \_\_\_\_\_, subparagraph \_\_\_\_\_, have been satisfactorily completed, as required hereunder, and as determined by the Council.

\$ \_\_\_\_\_ when the services covered by Paragraph \_\_\_\_\_, subparagraph \_\_\_\_\_, have been satisfactorily completed, as required hereunder, and as determined by the Council.

\$ \_\_\_\_\_ when the remainder of the services required under this Contract have been satisfactorily completed, as required hereunder, and as determined by the Council.

[The following paragraph is required to be included in every Contract regardless of the method of payment of compensation.]

It is expressly understood and agreed that in no event will the total compensation and reimbursement, if any, to be paid hereunder exceed the maximum sum of \$ \_\_\_\_\_ for all of the services required.

8. The Contractor agrees to adhere to all provisions of OMB A-102 and OMB A-87, and to maintain all financial records of the contract for three years following the close-out of this contract.
9. "Additional Contract Provisions: Part \_\_\_\_\_" is attached hereto and constitutes part of this contract.

IN WITNESS WHEREOF, the Council and the Contractor have executed this agreement as of the date first above written.

|            |  |
|------------|--|
| _____      | _____  |
| Contractor | South Carolina Appalachian<br>Council of Governments |
| _____      | _____  |
| Title      | Title  |
| _____      | _____  |
| Date       | Date   |

**APPALACHIAN COUNCIL OF GOVERNMENTS  
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**Policy Number 9-6    Additional Contract Provisions**

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1.        **ADDITIONAL CONTRACT PROVISIONS**

PART \_\_\_\_\_

1.        Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, ~~if the Contractor~~, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Council shall thereupon have the right to terminate this Contract by giving notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor shall, at the option of the Council, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Council for damages sustained by the Council by virtue of any breach of the Contract by the Contractor, and the Council may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due to the Council from the Contractor is determined.

2.        Termination for Convenience of Council. The council may terminate this Contract at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 15 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, and reports prepared by the contractor under this Contract shall, at the option of the Council, become its property. If the Contract is terminated by Council as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by the Contract. If this Contract is terminated due to the fault of the Contractor, Paragraph 1 hereof relative to termination shall apply.
3.        Changes. The Council may, from time to time, require changes in the scope of the services of the Contract to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Council and the Contractor, shall be incorporated in written amendments to this Contract.
4.        Equal Employment Opportunity. There shall be no discrimination against any employee who is employed in the work covered by this Contract, or against any applicant for such employment, because of race, color, religion, sex, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall insert a similar provision in all subcontracts for services covered by this Contract.
5.        Interest of Members of Council and Others. No officer, member, or employee of the Council and no members of its governing body, and no other public official of the governing body of the locality or localities in which the Project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Project, shall participate

in any decision relating to this Contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

6. Assignability. The Contractor shall not assign any interest in this Contract, and shall to transfer any interest in the same (whether by assignment or notation), without the prior written consent of the Council thereto: Provided, however, that claims for money due or to become due to the Contractor from the Council under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Council.
7. Interest of Contractor. The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.
8. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Council under this Contract which the Council requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of Council.
9. Identification of Documents. All reports, maps, and other documents completed as a part of this Contract, other than documents exclusively for internal use within the Council, shall carry the following notation on the front cover or a title page (or, in the case of maps, in the same block containing the name of the planning agency).

"The preparation of this report, map, document, etc., was financed in part through a grant from the (identify Federal agency) under the provisions of (identify Act), as amended, together with the date (month and year) the document was prepared and the name of the South Carolina Appalachian Council of Governments.

10. Copyright. No reports, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor and shall belong to the Council.
11. Records and Inspections. The Contractor shall maintain full and accurate records with respect to all matters covered by this agreement. At any time during normal business hours and as often as the Council may deem necessary, there shall be made available to the Council for examination all records, with respect to all matters covered by this Contract, and the Contractor will permit the Council to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records, or personnel, conditions of employment, and other data relating to all matters covered by this Contract.
12. Subcontracting. None of the services covered by this Contract shall be subcontracted without the prior written consent of the Council.

The Contractor shall be as fully responsible to the Council for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

13. Indemnity. The Contractor shall indemnify and safe harmless the Council, its assignees, agents, officers, and employees from and against any and all claims, demands, suits, judgments, settlements, etc., for sums of money for or on account of personal injury, property damage, or loss of life or property of any person arising from or in any way connected with the performance of the project covered by this agreement; and  
Further, the Contractor expressly releases the Council from any liability for any losses or damages suffered by the Contractor, directly or indirectly, from or in any way connected with the performance of this Contract.