

# General Contract for Services

This contract for Services is made effective as of \_\_\_\_\_, by and between \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

1. **SCOPE OF SERVICES.** Beginning on \_\_\_\_\_, \_\_\_\_\_ will provide to \_\_\_\_\_ the following services (collectively, the "Services"):

LDDs shall have the following scope of services pertaining the Grant Administration:

- Notice to Proceed Documentation: Help the grantee upload their LDD contract in the GMS, assist with getting the PNTP for LDD costs in place and submitting their matching funds documentation.
  - Quarterly and Annual Reporting: Ensure that the grantee files quarterly and annual reports accurately and on time and with enough information to provide a meaningful outline of where the project is at in the process.
  - Reimbursement Requests: Provide guidance to grantees on filing reimbursements requests and ensure that reimbursement requests are accurate, within approved budget and contain all the necessary documentation to provide evidence of match and reimbursements that are expected to be paid by NBRC. (check the math!!)
  - Final Reporting: Ensure the grantee submits all required close out material accurately and on time once the project is complete.
  - Contract Amendments: Assist grantees in submitting contract amendments such as a change in authorized official, budget adjustment, contract extension, or project scope adjustment.
  - General Assistance: Be available to provide guidance to the grantee with other issues such as what their responsibilities are regarding procurement of goods and services and contractors. Have a general knowledge base about federal grant programs, specifically NBRC. (NOTE: it is not expected for the contract amount, that the LDD will be conduct bid processes and assessing bid documents for completion, interviewing potential consultants or other procurement processes. If a grantee wishes to engage the LDD in these processes, you may enter a separate Grant Management contract with the grantee.)
2. **PAYMENT.** Payment shall be made to \_\_\_\_\_, in an amount not to exceed, \_\_\_\_\_ upon completion of the services described in this Contract. Payments will be made on a reimbursable basis, based on the # of hours worked. Charges may

include wages & fringe plus the Indirect Cost Rate (ICR) as approved by a Federal Cognizant Agency. Approved ICR will be maintained on record by the LDD.

3. **TERM.** This Contract will terminate automatically upon completion by the contract date as listed within the Grantee's Contract between the Grantee and Northern Border Regional Commission or the completion of the project, whichever comes first.
4. **INDEMNIFICATION.** \_\_\_\_\_ agrees to indemnify and hold \_\_\_\_\_ harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgements that may be asserted against \_\_\_\_\_ that results from the acts or omissions of \_\_\_\_\_ and/or \_\_\_\_\_'s employees, agents, or representatives.
5. **DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:
  - The failure to make a required payment when due.
  - The insolvency or bankruptcy of either party.
  - The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
  - The failure to make available or deliver the Services in the time and manner provided for in the Contract.
6. **REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract, the other party may terminate the Contract.
7. **ENTIRE AGREEMENT.** This Contract contains the entire contract of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.
8. **SEVERABILITY.** If any provisions of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.
9. **AMENDMENT.** The Contract may be modified or amended in writing by mutual agreement between the parties, and by notifying Northern Border Regional Commission.
10. **GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the state of \_\_\_\_\_.
11. **CONSTRUCTION AND INTERPRETATION.** The rule requiring construction of interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date the second party signs.

Service Recipient (Grantee): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Service Provider (LDD): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_