

Contract Number \_\_\_\_\_

City of Philadelphia  
\_\_\_\_\_ Department

## **PROVIDER AGREEMENT**

### **(General Consultant Services)**

**THIS PROVIDER AGREEMENT** is made as of the \_\_\_\_ day of \_\_\_\_\_  
20 , by and between the City of Philadelphia (the "City"), by and through the  
\_\_\_\_\_ Department (the "Department"), and \_\_\_\_\_  
\_\_\_\_\_ ("Provider"), a \_\_\_\_\_, with its  
principal place of business at \_\_\_\_\_.

### **BACKGROUND**

The City and Provider desire that Provider render general consultant services to the City in accordance with the provisions of this Provider Agreement, the City of Philadelphia Professional Services Contract General Consultant Services General Provisions, as revised February, 2006 (the "General Provisions") and all of the other documents and exhibits which together constitute the Contract Documents as defined in the General Provisions. A copy of the General Provisions is attached hereto and incorporated herein by reference.

In consideration of the mutual obligations set forth herein, and intending to be legally bound, the City and Provider covenant and agree as follows:

## ARTICLE I: GENERAL TERMS

### 1.1 Incorporation of Background.

The Background is incorporated by reference herein.

### 1.2 Definitions.

Capitalized terms shall have the meanings set forth in the General Provisions.

## ARTICLE II: TERM

### 2.1. Initial Term.

The term of this Contract shall commence on \_\_\_\_\_ and shall terminate on \_\_\_\_\_, unless terminated earlier in accordance with the terms of the Contract.

### 2.2 Additional Term(s).

(a) This Contract may be amended by the City, in its sole discretion, in accordance with Section 2.2 (Additional Terms) of the General Provisions. Unless otherwise stated below [**Note -- delete "Unless otherwise stated below" if (b) and (c) are not applicable"**], the terms and conditions applicable during the Initial Term shall be applicable during any Additional Term.

(b) If any Additional Term (if exercised by the City) will be less than one (1) year, specify here [**Note -- delete this subsection (b) if not applicable**]:

(c) If terms and conditions during any Additional Term differ from those applicable during the Initial Term, specify here [**Note -- delete this subsection (c) if not applicable**]:

**ARTICLE III: SERVICES AND MATERIALS**

3.1 **Services and Materials.**

Provider shall perform the Services and provide the Materials described in the Exhibits [NOTE -- make singular if only one exhibit is listed] listed below, which are [NOTE -- change "are" to "is" if only one exhibit is listed] attached hereto and incorporated herein by reference:

- (a) **Exhibit PA-\_\_\_:**
- (b) **Exhibit PA-\_\_\_:**
- (c) **Exhibit PA-\_\_\_:**
- (d) **Exhibit PA-\_\_\_:**
- (e) **Exhibit PA-\_\_\_:**

**ARTICLE IV: COMPENSATION**

4.1 **Amount.**

As compensation for the Services and Materials rendered and provided, the City covenants and agrees to pay to Provider in accordance with the following Exhibits [NOTE -- make singular if only one exhibit is listed], which are [NOTE -- change "are" to "is" if only one exhibit is listed] attached hereto and incorporated herein by reference, subject to all limitations on the allowability of cost items imposed by the City of Philadelphia Contract Cost Principles and Guidelines:

- (a) **Exhibit PA-\_\_\_:**
- (b) **Exhibit PA-\_\_\_:**
- (c) **Exhibit PA-\_\_\_:**

Notwithstanding anything in this Contract to the contrary, in no event shall the amount certified by the Finance Department for Services and Materials during the Initial

Term or any Additional Term exceed the maximum amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

4.2 **Manner of Payment.**

(a) Payment shall be made after Provider's timely submission of invoices to the Responsible Official, in the number, form and content acceptable to the Responsible Official, accompanied by such additional supporting data and documentation as the Responsible Official may require. All payments to Provider are contingent upon satisfactory performance of the terms and conditions of this Contract. Provider shall submit its final invoice not more than sixty (60) days from completion of the Services and delivery of Materials. All payments to Provider shall be by checks drawn by the City Treasurer.

(b) The City reserves the right to withhold or offset against any funds payable to Provider for any invoice for which the Responsible Official asserts a discrepancy exists or for Provider's failure to satisfactorily perform the terms of the Contract, as determined solely by the City.

**ARTICLE V: MISCELLANEOUS PROVISIONS**

5.1 **Notice.**

Any notice required or permitted to be given under the Contract shall be given in writing and shall be personally delivered by hand with receipt obtained, by a national overnight express carrier (such as Federal Express), by facsimile, or sent by registered or certified United States mail, return receipt requested, addressed as follows:

IF TO THE CITY:

Attn.:

(Fax No.: \_\_\_\_\_)

IF TO PROVIDER:

Attn.:

(Fax No.: \_\_\_\_\_)

5.2 **Additional Exhibits.** [NOTE -- delete the heading "Additional Exhibits" if not applicable & insert "Section 5.2 intentionally deleted."]

Consistent with the provisions of the Contract, the following additional Exhibits are attached hereto and incorporated herein by reference:

- (a) **Exhibit PA-\_\_\_:**
- (b) **Exhibit PA-\_\_\_:**

5.3 **Interpretation; Order of Precedence.**

In the event of a conflict or inconsistency between the terms of this Provider Agreement and any term, condition or provision contained in any Exhibit hereto, or any attachment to such Exhibit (including, without limitation, any proposal of Provider), the terms of this Provider Agreement shall control.

5.4 **Other Provisions.** [NOTE -- delete the heading "Other Provisions" if not applicable & insert "Section 5.4 intentionally deleted."]

Other provisions, including, without limitation, OEO participation commitments and any exceptions or modifications to the General Provisions of the Contract, are set forth in the following Exhibits attached hereto and incorporated herein by reference:

- (a) **Exhibit PA-\_\_\_:**
- (b) **Exhibit PA-\_\_\_:**

5.5 **Acknowledgement of the General Provisions.**

Provider specifically acknowledges that Provider has read and understands the terms and conditions contained in the General Provisions and acknowledges that by

executing this Provider Agreement, Provider shall be legally bound by all of the terms of this Contract, including, but not limited to, those set forth in the General Provisions.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound by all of the Contract Documents, have caused the Contract to be executed by their respective duly authorized officers as of the date in the heading of this Provider Agreement.

**THE CITY OF PHILADELPHIA**

**Through:**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

APPROVED AS TO FORM  
SHELLEY R. SMITH, CITY SOLICITOR

Per \_\_\_\_\_  
[Insert Attorney's name]  
[Insert Attorney's title]

**CORPORATE SEAL:**

**PROVIDER**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_  
President or Vice-President

**Attest:** \_\_\_\_\_

**Title:** \_\_\_\_\_  
(Ass't) Secretary or (Ass't) Treasurer