GRANGER
ADVANCE THE ART OF BUILDING

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT

,
Phone: , Fax:

CONSULTANT

Date:

,
Contact:
Phone: , Fax:

PSA ContractNo.:
PSA ContractTitle:
Job No.:
Project:
Project Manager:
Phone: **Fax:**
Job Location: ,

THIS PROFESSIONAL SERVICES AGREEMENT ("AGREEMENT") is made and effective as of , by and between , a Michigan corporation ("Contractor"), and ("Consultant").

For the following consideration, Contractor and Consultant agree:

I. SERVICES

Except as expressly specified in this Agreement, Consultant agrees to provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all things necessary for the proper completion of the work generally described as

(the "Work") in accordance with all the provisions of this Agreement and the general conditions, which are attached and expressly incorporated by reference.

II. CONTRACT PRICE

Contractor agrees to pay Consultant, as full consideration for the complete and satisfactory performance of this Agreement, a sum not-to-exceed:

III. TIME AND MANNER OF PAYMENTS

All invoices complete with necessary support documentation shall be submitted in triplicate to Contractor. Monthly progress payments equal to one hundred (100) percent of the value of Work performed to date may be submitted by Consultant for payment within30 days by Contractor, based upon satisfactory performance of the Work for the fees, prices, rates or schedule of values set forth above.

IV. CONTRACT SCHEDULE

Time is of the essence. The Work to be performed under this Agreement shall be designated in the Services section under Inclusions. No delays in Consultant's performance shall be permitted, unless excused in writing by an authorized representative of Contractor. Any delay authorized by Contractor shall be uncompensated by Contractor, and Consultant's sole remedy for delay shall be Contractor's agreement to waive the delay. Contractor further reserves the right to recover damages from Consultant for any other delay that is not excused in writing.
IN WITNESS, the parties have signed this Agreement as of the effective date above.

[ ] Originator Copy **[ ] Field Copy** **[ ] Accounting Copy** **[ ] Professional's Copy** **[ ] Acknowledgement - Sign & Return**

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PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT

,
Phone: , Fax:

CONTRACTOR:

BY:

TITLE: **Project Manager**

DATE:

CONSULTANT:

BY:

TITLE:

DATE:

VENDOR FED. I.D.#:

INDICATE: [ ] SOLE PROPRIETORSHIP
[ ] PARTNERSHIP
[ ] CORPORATION

[ ] Originator Copy **[ ] Field Copy** **[ ] Accounting Copy** **[ ] Professional's Copy** **[ ] Acknowledgement - Sign & Return**

GENERAL CONDITIONS

INDEPENDENT CONSULTANT. Consultant shall be and operate as an independent contractor in the performance of this Agreement. Consultant shall have complete charge of its personnel engaged in the performance of the Work, and all persons employed by Consultant shall be employees of Consultant and not employees of Contractor in any respect. Consultant, and its employees, shall be solely liable for the payment of all taxes and benefits, including, without limitation, unemployment insurance, workers' compensation benefits or premiums, other insurance premiums, FICA and Medicare taxes and contributions, and Federal, state and local income tax and withholding.

COMPLIANCE WITH LAWS AND INCORPORATED STANDARDS. Consultant, and its employees and agents, shall comply with all applicable Federal, State and local laws and regulations, including but not limited to, unemployment and workers' compensation, occupational safety, equal employment and affirmative action and wage and price laws applicable to the performance of this Agreement. Consultant shall also comply with all generally and specifically applicable trade, industry and governmental standards, guidelines and codes, which are expressly incorporated by reference in this Agreement.

SUBCONTRACTS AND NONASSIGNABILITY. Consultant shall not subcontract any of the Work to be performed by it under this Agreement without the express written consent of Contractor. Consultant's performance under this Agreement also may not be assigned or delegated to any other person or entity, without the express written consent of Contractor.

INDEMNIFICATION. Consultant agrees to defend, indemnify and hold harmless Contractor, its directors, officers, employees, agents and subsidiaries from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any personal injury, bodily or otherwise, death, damage to or destruction of property, or any other circumstances, sustained by Contractor or others (including claims by employees of Consultant), in any way resulting in liability or asserted liability of Contractor and arising out of services and operations performed by the Consultant, including the Contractor's reliance on or use of the services or products provided by Consultant under the terms of this Agreement. Consultant shall not be liable for loss or damage attributable solely to Contractor's negligence.

INSURANCE. Prior to performing any services under this Agreement, Consultant shall furnish Contractor certificates of insurance for professional liability ("errors and omissions"), workers' compensation, public liability, and property damage, including automobile coverage, per the insurance requirements set forth in this Paragraph or as otherwise prescribed by Contractor. The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to Contractor. Contractor, and such additional persons and entities as may be deemed to have an exposure to liability as a result of the performance of Consultant's Work, shall also be named as additional insureds. Consultant will also name Contractor as an" additional insured" for General Liability coverage.

A. CONSULTANT'S INSURANCE REQUIREMENTS

Consultant shall purchase and maintain, in a company or companies rated not less than A- by A.M. Best, such insurance as will protect him/her/it from claims set forth below which may arise out of or result from Consultant's services or operations under this Agreement, whether such operations be by himself/herself/itself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. This insurance protection shall include:

1. Professional Liability "errors and omissions" insurance with coverages, deductibles, endorsements and limits satisfactory to Contractor.

2. Claims under worker's compensation, disability benefit and other similar employee benefit acts. A non-resident Consultant shall have insurance for benefits payable under Michigan's Workers' Compensation Law for any employee resident of and hired in Michigan or entitled to benefits under Michigan Workers' Compensation Law; and for any other employee protected by Workers' Compensation Laws of any other state, Consultant shall either have insurance or participate in a mandatory state fund to cover the benefits payable to any such employee;

3. Workers' Compensation: Claims for damages because of bodily injury, occupational sickness or disease, or death of his/her employees subject to limits of not less than $500,000;

4. Commercial General Liability: This type of insurance must be on an "occurrence" basis only. The policy limit shall be equal to or greater than $1 million per Occurrence with $2 million Products & Completed Operations aggregate, $2 million General Aggregate, and $1, million Personal & Advertising Injury. The Contractor and any other party required by the Contractor's contract with the Owner shall be additional insured. Such additional insured coverage shall be primary and non-contributory and include completed operations.

5. Automobile Liability: Every auto must be covered. Coverage shall be a combined single limit (CSL) of a minimum of $1 million. If CSL coverage is not described, then bodily injury per person, bodily injury per accident and property damage coverage each must be carried with a minimum of $1 million in coverage.

6. Umbrella / Excess Liability: Excess liability coverage is in addition to general liability coverage, automobile liability coverage and employer's liability coverage. The excess liability coverage shall increase the other forms of liability coverage by at least$1 million.the Contractor and others as required shall be additional insured following the form used on Commercial General Liability#4 above.

7. Mininum required limits above may be satisified by primary policies or any combination of primary and umbrella excess policies. Contractor's liability insurance shall be in excess of any insurance obtained by Consultant.

The foregoing policies shall contain an endorsement that coverages afforded under the policies will not be canceled until at least thirty(30) days prior written notice has been given to Contractor, and Consultant shall provide Contractor with a copy of same endorsement. Certificates of insurance showing the above coverage and additional insureds and acceptable to Contractor shall be filed with Contractor not later than seven(7) days after written Notice to Proceed or this Agreement is issued. In no case shall the Work commence prior to receipt of said Certificates of Insurance by Contractor. . The loss of insurance is a breach of this Agreement.

Contractor and Consultant further waive all rights against each other and against Owner, the Architect/Engineer, Subcontractors, and other consultants for damages caused by fire or other perils to the extent covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance.

NONDISCLOSURE AND CONFIDENTIALITY. Consultant agrees that in the course of performing this Agreement, it may obtain or have access to proprietary business and financial information belonging to Contractor which Contractor would not ordinarily divulge to third parties, including, without limitation, customer lists, financial information(including materials and labor pricing), information as to products, processes and business practices of Contractor, and any other information which Contractor deems confidential(collectively, "Confidential Information"). Consultant agrees that it will not divulge to third parties without the written consent of Contractor any Confidential Information obtained from or through Contractor in connection with the performance of this Agreement. Consultant and Contractor agree that any disclosure of Confidential Information by Consultant shall irreparably harm Contractor, and that Contractor shall have the right to obtain injunctive relief to halt or prevent any actual or threatened release or disclosure of Confidential Information, in addition to any other remedies available at law, including damages. This right shall not be subject to, and is exclusive of, the arbitration provision otherwise applicable to this Agreement. The obligations in this Paragraph shall also survive and remain binding on Consultant upon termination of this Agreement or upon substantial completion of the services described in this Agreement.

CHANGES. Consultant shall make any and all changes in the Work without invalidating this Agreement when specifically ordered to do so in writing by Contractor. Consultant, prior to the commencement of such changed or revised work, shall promptly submit to Contractor a written cost or credit proposal for such revised work. If Contractor and Consultant shall be unable to agree as to the amount, either in consideration of time or money to be allowed or deducted, it shall nevertheless be the duty of Consultant, upon written notice from Contractor, to immediately proceed with such alteration or change, and Consultant shall be compensated the reasonable value of such work.

DISPUTE RESOLUTION. Except for enforcing the Nondisclosure and Confidentiality provision set forth above, all claims, disputes, and other matters in question arising out of, or relating to, this Agreement or any breach, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under Michigan law and/or the Federal Arbitration Act. The award rendered by the arbitrators shall be final, and judgment may be entered upon it, enforced and collected in accordance with Michigan law in any court having jurisdiction. The arbitrator(s) chosen shall apply Michigan law, and the arbitration shall be conducted in Lansing, Michigan.

Notice of the demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, but in no event shall it be made after substantial completion of the Work for which this Agreement is signed.

TERMINATION. Consultant acknowledges that it, and its employees, if any, are rendering services solely at the will of Contractor, and that Contractor shall have the right to terminate the Agreement at any time for any reason or for no reason at all by giving Consultant two(2) days' prior written notice. Upon termination, Contractor shall pay to Consultant in full satisfaction and discharge of all amounts owing to Consultant under the Agreement an amount equal to the cost of all Work performed by Consultant up to such termination date, less all amounts previously paid to Consultant on account of the Agreement Price. Consultant shall submit to Contractor its statement for the aforesaid amount, in such reasonable detail as Contractor shall request, within thirty (30) days after the effective date of termination. Contractor shall not be liable to Consultant for any damages for loss of anticipated future profits with respect to the remainder of the Work, nor shall Contractor under any circumstances be liable for any incidental or consequential damages of any type, kind, nature or amount. Contractor's total liability for a claim of any kind or for any loss or damage to Consultant arising out of or in connection with this Agreement, or from any performance or breach, shall in no case exceed the price allocable to the goods or services which directly give rise to the claim.

ACCOUNTING. During the period of this Agreement, Consultant shall maintain books of accounts of its expenses and charges in connection with this Agreement in accordance with generally accepted accounting principles and practices. Consultant shall bill in a format acceptable to Contractor. AIA documents G702 and G703 are acceptable for billing. If an Agreement value is estimated, written authorization to exceed the estimate is required before exceeding the limit. Contractor shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted by Consultant.