



PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract (the "Contract") is made effective as of the _____ (the "Effective Date") by and between John E. Green Company, located at 220 Victor Avenue, Highland Park, Michigan 48203 ("JEG") and _____ located at _____, (the "Consultant") (collectively the "Parties").

For and in consideration of the following mutual promises and covenants and intending to be bound legally, the Parties agree as follows:

ARTICLE 1: SCOPE OF SERVICES

1.1 The Consultant shall perform the services as set forth and described in Attachment A (the "Services"), which attachment is incorporated by reference and made a part of this Contract.

ARTICLE 2: COMPENSATION AND REIMBURSABLE EXPENSES

2.1 In full consideration for the Consultant's proper and complete performance of the Contract, JEG will compensate the Consultant per the fee schedule described in Attachment B, which is incorporated by reference and made a part of this Contract.

2.2 JEG also will pay Consultant certain "Reimbursable Expenses," but only as provided in this section, subject to obtaining written approval by JEG prior to incurring the expense and shall only include the following:

2.2.1 Reasonable travel and living expenses, when traveling away from the Consultant's normal work location at the request of or on behalf of JEG;

2.2.2 Special reproductions, perspectives, photographs and/or models by others, when requested and approved by JEG in writing prior to incurring the expense;

2.2.3 Direct expenses incurred in performing other outside services when specifically called for and identified in the Consultant's proposal and/or when otherwise requested by JEG.

2.2.4 All other expenses and disbursements are solely the responsibility of the Consultant.

2.3 Items considered by JEG to be ordinary business overhead and which are not reimbursable as a Reimbursable Expense, include the following:

2.3.1 Incidental computer work such as word processing normally provided as part of a standard Consultant project process or package;

2.3.2 Telephone use, facsimile machine use, Federal Express and United Parcel Service transmittals, or similar communications.

2.3.4 Use of Consultant's own vehicles, tools or equipment in performing the Services.

Piping
Plumbing
Fire Suppression
Design Build
Fabrication
HVAC
Service



ARTICLE 3: PAYMENT

3.1 Applications for payments shall be submitted by the Consultant, appropriately itemized in a form as directed by JEG, on a monthly basis, for Services completed during the previous month.

3.2 Payments for Reimbursable Expenses shall be in the amount incurred for the previous month prior to the date of the application. Each Reimbursable Expense must be properly documented to the satisfaction of JEG.

3.3 The Consultant shall submit with its application for payment a sworn statement that amounts previously invoiced for Services performed by its subcontractors or suppliers have been paid to such subcontractors or suppliers in full.

ARTICLE 4: TERM OF CONTRACT

4.1 The term of this Contract shall be for the period of time identified by JEG for the Consultant to perform the Services; but in no event shall the term exceed two (2) years, from the Contract Effective Date, unless terminated sooner pursuant to Article 8 or otherwise extended in writing by JEG.

ARTICLE 5: INDEPENDENT CONTRACTOR

5.1 The relationship of the Consultant to JEG is and shall continue to be that of an independent contractor, and no liability or benefits such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, arising out of or related to an employer/employee relationship shall arise, or accrue to either party or either party's agent, subcontractor or employee, as a result of this Contract or its performance. No relationship, other than that of independent contractor, shall be implied between the Parties or between either party and the other party's agent, employee, or subcontractor, and the Consultant shall indemnify, defend and hold JEG harmless from any such claims by it, its employees, agents, subcontractors, or associates, or any third-party claiming that Consultant is an employee, agent or subcontractor of JEG and any costs, reasonable attorney's fees or other expense related to such claim or assertion.

ARTICLE 6: SUBCONTRACTS

6.1 Consultant shall advise JEG if any part of the Services are to be performed by others, and shall submit for approval the name, address, discipline and/or expertise of the proposed subcontractor and shall describe the material terms of the subcontracting arrangement.

6.2 Consultant shall obtain JEG's written permission before subcontracting any portion of the Services. If permission is given to subcontract the Services, the Consultant will remain solely responsible for completing the Services in accordance with this Contract, and will incorporate the terms and conditions of this Contract into the subcontracting agreement.

6.3 Approval by JEG of the subcontractor shall not relieve the Consultant of any responsibility for the Consultant's Services for the project.



ARTICLE 7: DOCUMENTS

7.1 All instruments of service prepared by the Consultant or furnished to JEG for use under this Contract are and shall be the property of JEG and may be used and/or distributed as JEG deems appropriate. Consultant may retain copies of the subject documents for its use and files, but only for the limited purpose as it may relate to JEG's project. These retained copies may not be used elsewhere by the Consultant without the written consent of JEG.

ARTICLE 8: TERMINATION

8.1 JEG may terminate this Contract at any time, with cause or without cause, on seven (7) days prior written notice to the Consultant.

8.2 JEG shall compensate the Consultant for all Services performed prior to the termination date specified in the notice, exclusive of lost profit, home office overhead, or any other cost or expense, except for the current amounts due Consultant for Services fully and properly performed through the date of termination.

ARTICLE 9: INDEMNIFICATION

9.1 The Consultant shall defend, indemnify and hold harmless JEG, its members, officers, employees, agents, consultants and representatives from and against any and all claims, damages, liabilities, losses, suits, actions, property damages, personal injuries or death, (including reasonable attorney's fees, arbitration, mediation and/or litigation costs) which may incur arising directly or indirectly from a breach or the negligent performance of this Contract by the Consultant, its employees and agents.

ARTICLE 10: STANDARD OF CARE

10.1 The Services provided pursuant to this Contract will be performed by qualified and competent personnel in accordance with industry practice and the standards of care and practice appropriate to the nature of the Services rendered.

ARTICLE 11: INSURANCE

11.1 The Consultant shall purchase and maintain such insurance as will protect it from claims which may arise out of or result from the Consultant's Service under this Contract, whether such service is self-performed 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. To protect the Consultant and JEG against liability for damage, loss, or expense arising out of, or in connection with, or resulting from the performance of the Services, the Consultant shall at all times during the progress of the Services carry, at its own expense, and on such forms and terms as will protect the Consultant and JEG, with reliable insurance companies acceptable to JEG and authorized to do business in the State of Michigan, insurance coverage, the type and amounts of which are reasonable and customary in the Consultant's business and for a project of the type and nature of the current project, including without limitation, the following:

11.2 Insurance for claims under Michigan's Workers' Disability Compensation Act or other similar employee benefit act of any other state applicable to an employee.



11.3 Employer's Liability Insurance, in conjunction with Workers' Compensation Act insurance, for claims for damages because of bodily injury, occupational sickness or disease or death of an employee when workers' compensation is not an exclusive remedy, subject to minimum available limit of liability of \$100,000 each accident.

11.4 Comprehensive Automobile Liability Insurance covering owned, non-owned and hired vehicles with limits of not less than \$100,000 for injuries to or death of more than one person per occurrence and property damage limits of not less than \$100,000 per occurrence or a Combined Single Limit of \$300,000 per occurrence.

11.5 Professional Liability Insurance for claims for damages arising out of an error, omission or negligent act in the performance of the Consultant's Services, subject to limits of no less than \$5,000,000 for each occurrence and a 5,000,000 annual aggregate.

11.6 Contractual Liability Insurance for claims for damages that may arise from the Consultant's assumption of liability of JEG under the indemnity or other agreement within the contract to the extent that such kinds of contractual liability are not covered by any other liability insurance and are ordinarily insurable, subject to limits of liability of not less than the amount for the professional liability insurance or general liability insurance, whichever amount is greater.

11.7 General Liability Insurance for premises/operations, product/completed operations, independent contractors, broad-form property damage, personal/advertising injury and claims for damages because of bodily injury or death of any person, other than the Consultant's employees, or damage to tangible property of others, including loss of use resulting therefrom, subject to limits of no less than \$1,000,000 for each occurrence and \$2,000,000 annual aggregate.

11.8 Insurance required in Article 14 shall be in force until acceptance by JEG of the entire completed work, and shall be written for not less than any limits of liability specified above. The Consultant has the responsibility of having any subcontractor comply with these insurance requirements. Certificates of Insurance, acceptable to JEG, shall name JEG as an additional insured.

ARTICLE 12: CONTRACT CLAIMS AND DISPUTES

12.1 A "Claim" is a demand or assertion by one of the Parties seeking an adjustment or interpretation of Contract terms, payment of money, extension of time or any other relief or issue with respect to the Contract. The term "Claim" also includes other disputes and matters in question between JEG and the Consultant arising out of or relating to the Contract.

12.2 In the event of any Claim arising by or between JEG and the Consultant, each Party shall continue to perform as required under this Contract, notwithstanding the existence of such Claim. This provision includes, but is not limited to, the obligation of the Consultant to continue to perform under this Contract, notwithstanding disputes as to amounts owed to the Consultant under this Contract.

12.3 All Claims shall be submitted by the Consultant in writing to JEG for JEG's review. As a condition precedent for bringing and/or recovering on any Claim, the Consultant shall give JEG notice in writing of such Claim, including: (i) the factual basis for the Claim; (ii) the specific provision(s) of the Contract asserted as at issue; (iii) a complete breakdown of costs incurred and anticipated to be incurred relating to the Claim; and (iv) the complete relief requested; *within seven (7) days* after the



Consultant knew or should have known of the Claim. Failure to provide such written notice within seven (7) days, shall void any such Claim and the Consultant releases and waives any such Claim against JEG.

12.4 If the Claim remains unresolved after discussions between the Parties, the Claim shall, at JEG's sole option, be decided by either arbitration using the current Construction Industry Arbitration Rules of the American Arbitration Association or in litigation.

12.5 The costs of any dispute resolution processes shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

ARTICLE 13: GOVERNING LAW

13.1 The Contract shall be construed and enforced in accordance with the laws of the State of Michigan without regard to its choice or conflict of laws rules, and any suit or proceeding arising from or related to the Contract must be brought within the State of Michigan.

ARTICLE 14: BINDING EFFECT

14.1 This Contract shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

ARTICLE 15: CONTRACT DOCUMENTS

15.1 The Contract shall include and incorporate by reference all Attachments, any general, supplemental or special conditions applicable to the Consultant's services and shall constitute the entire, fully integrated Contract between JEG and the Consultant. The Contract incorporates and supersedes all prior negotiations, communications, understandings and agreements between the Parties regarding the subject matter of the Services, whether written or oral. No such prior negotiations, communications, understandings or agreements shall be of further force or effect. In the event of any conflict or inconsistency in any of the provisions of any of the Contract documents, those provisions shall be interpreted and enforced to provide what JEG or its authorized representative determines to be the greater quantity, higher quality or best performance referenced in such conflicting or inconsistent provisions.

15.2 This Contract constitutes the entire agreement as to the Services agreed to between the Parties. Any waiver, alteration, or modification of any of the provisions of this Contract shall be valid only if made in writing and signed by duly authorized representatives of the Parties.

ARTICLE 16: ACCOUNTING AND AUDIT RIGHTS

16.1 The Consultant shall keep records of all costs and expenses to support its applications for payment. It shall also keep records as to all of its Services and for any work performed by anyone on its behalf, including as to certificates of payment to subcontractors and suppliers. All books and records shall be accounted for on a generally recognized basis and shall be available to JEG for audit as may be reasonably required.