

CONTRACT FOR PROFESSIONAL SERVICES

This Agreement is made effective this ____ day of _____ in the year 2018, by and between **J. J. White, Incorporated, 5500 Bingham Street Philadelphia, PA 19120** hereafter referred to as "CONTRACTOR" ("Contractor") and _____, hereafter referred to as "ENGINEER" ("Engineer")

ENGINEER

Name _____
Address _____
Telephone _____ Facsimile _____

for services in connection with the following:

OWNER NAME and PROJECT NAME

Project Name _____
Owner Name _____
Owner Address _____
Telephone _____ Facsimile _____

NOTICE TO THE PARTIES SHALL BE GIVEN AT THE ABOVE ADDRESSES.

1. **Scope of Services.** _____

2. **Fee Arrangement.** _____

The total fee, except a stated lump sum, shall be understood to be an estimate, based upon Scope of services, and shall not be exceeded by more than ten (10%) percent without written approval of "CONTRACTOR". Where the Fee Arrangement is on an hourly basis, the rates shall be those as set forth above.

3. **Terms of Payment.** Invoices shall be submitted monthly for services and, except as otherwise provided for herein, reimbursable expenses and amounts due to Engineer shall be paid within 30 days thereafter. "CONTRACTOR" reserves the right to pay to Engineer the agreed price only after "CONTRACTOR" has received payment from the Owner for the work performed by the Engineer.
4. **Access to Site.** "CONTRACTOR" shall make reasonable effort to provide Engineer with access to the site for activities necessary for the performance of the services. The

Engineer will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

5. **Standard of Care and Indemnification.** Services performed by Engineer under this Agreement shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. Engineer warrants that its services shall be provided in a good and professional manner consistent with the applicable prevailing standard or standards.

The Engineer shall indemnify and hold harmless “CONTRACTOR” and “OWNER” and their personnel against any and all suits, claims, damages, losses and expenses to the extent they are caused in whole or in part by the alleged negligent acts or omissions of the Engineer or its employees in the performance of its services under this Agreement. “CONTRACTOR” shall indemnify and hold harmless the Engineer and all of its personnel from and against any and all claims, damages, losses and expenses arising out of or resulting from the performance of the services, provided that any such suit, claim, damage, loss or expense is caused in whole by the negligent act or omission and/or strict liability of “CONTRACTOR”, anyone directly employed by “CONTRACTOR” (except Engineer) or anyone for whose acts any of them may be liable.

6. **Insurance and Bonds.**

- A. Engineer shall take out, in insurance companies acceptable to “CONTRACTOR”, maintain in force and pay for the following kinds and amounts of insurance wherever limits are stated opposite the kind of insurance as shown in the following schedule:

<u>Required</u>		<u>Types of Insurance</u>	<u>Limit Amounts</u>	
Yes	No			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Workers' Compensation	Statutory Limits	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Employer's Liability	\$500,000 / \$500,000 / \$500,000	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	USL & H Coverage		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Commercial General Liability	\$1,000,000	CSL / Occurrence and
			\$2,000,000	Aggregate per Project
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Products / Completed Operations (2years)	\$2,000,000	Aggregate per Project
		Occurrence <input checked="" type="checkbox"/>	Claims Made <input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Business Automobile Liability	\$1,000,000	CSL
			or	
			\$500,000 / \$1,000,000	Bodily injury
				per person/
				per accident
			\$500,000	Property damage
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Umbrella	\$1,000,000	CSL / Occurrence and
			\$1,000,000	Aggregate per Project
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Professional Liability (5 years)	\$2,000,000	Aggregate per Project

- B. Where the schedule indicates, by insertion of limits opposite the kind of insurance, that such kinds of insurance will be carried by Engineer, Engineer shall file certificates of insurance with “CONTRACTOR” prior to starting Work on the job. “CONTRACTOR” shall be named as an additional insured in any and all policies

mentioned hereinabove to the extent of the specific risks and liabilities assumed by Engineer hereinabove. Upon the request from “CONTRACTOR”, the Owner (and / or any of Owner’s representatives, engineers, employees, etc.) shall be named as an insured to the extent of the specific risks and liabilities assumed by Engineer hereinabove on the policies mentioned hereinabove as its interest may appear. Any and all policies of insurance shall be endorsed to waive subrogation rights against “CONTRACTOR” and Owner. Such certificates shall show amounts and limits of liability as above stated of policies in force and dates of expirations of polices and shall also contain an agreement by the insurance carrier indicating that no policy will be canceled prior to the expiration date shown without first giving “CONTRACTOR” **thirty (30) days** written notice. In the event notice of cancellation is given, Engineer agrees immediately to replace the policy so canceled. The failure of “CONTRACTOR” to require the Engineer to obtain or maintain in force any of such insurance shall never be construed to give any person, firm or corporation a right of action against “CONTRACTOR” and Engineer shall have the right, but not be obliged to secure additional kinds of insurance or any policies containing limits in excess of the amounts specified as deemed necessary for his protection. Additional insured status must be provided on the CGL policy as well as the umbrella/excess liability policies to “CONTRACTOR” and owner on a primary and non-contributory basis. Additional insured endorsement shall be made via CG 2010 11/85 or CG 2010 (1993 edition) in combination with CG 2307 (2001 edition). Copies of the CGL additional insured endorsement must be attached to the Engineer’s certificate of insurance. Payments will not be extended to Engineer until all insurance requirements are met.

- C. All insurance policies to be procured by the Engineer shall be primary to any other policies available to “CONTRACTOR” or “OWNER”.

All policies furnishing General Liability Coverage shall be issued on a “per project” basis rather than conventional occurrence and annual aggregate limits.

“CONTRACTOR” reserves the right to require additional insurance in the type and amount as may be reasonably necessary to provide for other activities and /or unusual or unforeseen risks pertaining to this Agreement.

All types of Insurance and Limit Amounts shall be renewed and maintained without gap or break in coverage by Engineer in full force and effect for the entire duration of the Engineer’s work and shall extend through the duration of the warranty period as required by the Prime Contract. Evidence of such shall be provided by filing comprehensive certificates of insurance with “CONTRACTOR” 30 days prior to the date(s) of renewal(s).

7. **Termination of Services.** This Agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, “CONTRACTOR” shall pay the Engineer for all reasonable services rendered to the date of termination and all reasonable reimbursable expenses.

8. **Law and Venue.** The terms and provisions of this Agreement shall be governed by and interpreted in accordance with the Laws of the State of Pennsylvania.

9. **Attorney's Fees and Costs.** Should either party employ an attorney to enforce or defend any provisions hereof, or to protect its interest in any manner arising under this Agreement, or to collect damages for the breach of this Agreement, or to prosecute or defend any suit resulting from this Agreement, the losing party agrees to pay the other all reasonable costs, damages, expenses and attorney's fees expended or incurred therein.

WITNESS FOR ENGINEER

ENGINEER ()

By: _____

(Signature for Engineer)

Print Name & Title: _____

Federal I.D.#: _____

Date: _____

In the event Engineer is a corporation, a corporate resolution authorizing the individual executing this Agreement to act for the corporation must be attached to and made a part of this Agreement.

WITNESS FOR "CONTRACTOR"

"CONTRACTOR" (JJ WHITE, INC.)

By: _____

(Signature for "CONTRACTOR")

Print Name & Title: _____

Date: _____