



**GRAND VALLEY
STATE UNIVERSITY**

TM

CONTRACT FOR PROFESSIONAL SERVICES

MASTER MULTI-YEAR for MISC. PROJECTS

with

CONTRACT ADDENDUM FORM

CHAPTER 1

PROFESSIONAL'S AGREEMENT

INSERT PROJECT TITLE

SAMPLE

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Revision Date: Nov. 2008

SAMPLE

**CONTRACT FOR PROFESSIONAL SERVICES
(Master Multi-Year Misc. Services w / Contract Addendum Form)**

**CHAPTER 1
PROFESSIONAL'S AGREEMENT**

This Contract For Professional Services is entered into between:

"Owner": _____ and "Professional" _____

GRAND VALLEY STATE UNIVERSITY
1 CAMPUS DRIVE
ALLENDALE, MI 49401

This Contract for Professional Services is executed under seal, and shall be effective on the date signed by the last party to do so.

ADDRESSES AND AUTHORIZED REPRESENTATIVES

The authorized representatives and addresses of the Owner and the Professional are:

OWNER:

Representative:		Telephones	
Address:	1 Campus Dr.	Office:	
City, State, Zip:	Allendale, MI. 49401	Facsimile:	
E-mail:	@gvsu.edu	Mobile:	


PROFESSIONAL:

Representative:		Telephones	
Address:		Office:	
City, State, Zip:		Facsimile:	
E-mail:		Mobile:	
FEIN / SSN			

RECITALS

- A. From time to time, to construct, remodel and/or maintain its properties ("Projects"), the Owner needs to engage a Professional ("Professional") to perform certain services for those Projects, and to provide the equipment, goods and materials, necessary to do so. Furthermore, the Owner desires the flexibility, in the appropriate circumstances, to issue Purchase Orders to obtain the necessary services and goods, but under the terms and conditions of, and as addenda to, a formal professional services contract.
- B. By this Contract For Professional Services, the Owner is engaging the Professional to perform the services, and provide the equipment, goods and materials, stated from time to time in Purchase Orders issued to the Professional under, pursuant to the terms and conditions of, and as addenda to, this Contract For Professional Services.
- C. The Owner and Professional each acknowledges that it will act in good faith in carrying out its duties and obligations.
- D. The Owner's engagement of the Professional is based upon the Professional's representations to the Owner that it (i) is an organization of professionals experienced in the type of services the Owner is engaging the Professional to perform; (ii) is authorized and licensed to do business in the State of Michigan; (iii) is qualified, willing and able to perform professional services for the Project; and (iv) has the expertise and ability to provide professional services which will meet the Owner's objectives and requirements, and which will comply with the requirements of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project.
- E. The Owner and Professional each acknowledges that it has reviewed and familiarized itself with this Contract for Professional Services, including the documents enumerated in Article 1, and agrees to be bound by the terms and conditions contained therein.
- F. The Professional acknowledges that the Owner is a Michigan public institution of higher education, and therefore that the Projects for which the Professional will be retained by Purchase Order issued under and against this Contract For Professional Services must be constructed in accordance with the laws, regulations and rules which govern Michigan public colleges and universities, whether or not such laws, regulations and rules are specifically referred to in this agreement.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

 <p>GRAND VALLEY STATE UNIVERSITY TM</p>	<p>Contract For Professional Services (Master Multi-Year Misc. Services w/Contract Addendum Form) Chapter 1: Professional's Agreement ©2008</p>
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**ARTICLE 1
CONTRACT DOCUMENTS**

1.1 The "Contract for Construction" is comprised of the following documents:

This "Chapter 1 - Professional's Agreement (Master Multi-Year Misc. Services w / Contract Addendum Form)" (hereafter "Chapter 1"), including the foregoing recitals A. through F., and all attached documents, appendices and addenda;

"Chapter 2 - Professional's Required Services (Master Multi-Year Misc. Services w / Contract Addendum Form)" (hereafter "Chapter 2"), and all attached documents, appendices and addenda;

"Chapter 3 – General Terms and Conditions of the Contract for Professional Services (All Forms)" (hereafter "Chapter 3") and all attached documents, appendices and addenda;

Purchase Orders issued under and as addenda to this Contract for Professional Services;
Owner's Planning and Design Standards in effect on the date of this agreement; and,

Proposal(s) submitted by the Professional and accepted by the Owner, if any;

Any amendments or addenda executed by the Owner and the Professional hereafter;

Additional documents listed hereafter, if any: *[Identify with specificity all additional documents, or check that there is none]*

None

Additional Documents:

1.2 Documents not included or expressly contemplated in this Article 1 do not, and shall not, form any part of this Contract for Professional Services. If the Owner issues its standard purchase order in connection with any specific Project, any terms of that standard purchase order which are inconsistent with this Contract for Professional Services are void.

**ARTICLE 2
NOTICES**

2.1 Unless otherwise provided, all notices shall be in writing and considered duly given if original is (i) hand delivered; (ii) delivered by facsimile or e-mail; or (iii) sent by U.S. Mail, postage prepaid. All notices shall be given to the addresses set forth above. Notices hand delivered or delivered by facsimile or e-mail shall be deemed given the next business day following the date of delivery. Notices given by U.S. Mail shall be deemed given as of the second business day following the date of posting.

**ARTICLE 3
SCOPE OF PROFESSIONAL'S SERVICES**

3.1 The Professional shall furnish or cause to be furnished all services, management, supervision, goods, products, materials, equipment, systems, labor, required permits, licenses, machinery, utilities and transportation necessary for proper execution and completion of the Scope of Work described in the Purchase Order for each Project, in accordance with all of the terms and conditions of this Contract For Professional Services.

**ARTICLE 4
COMPENSATION OF PROFESSIONAL**

4.1 **Compensation for Required Services:** The Owner shall compensate the Professional in the amount(s) and at the time(s) set forth in the Contract Addendum.

4.2 **Compensation for Extra Services:** The Owner shall compensate the Professional in the amount(s) and at the time(s) set forth in the Contract Addendum.

4.3 **Compensation for Expenses:** The Owner shall compensate the Professional in the amount(s) and at the time(s) set forth in the Contract Addendum.

4.4 **Professional's Mark-up:** The Owner shall compensate the Professional in the amount(s) and at the time(s) set forth in the Contract Addendum.



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- 4.5 **Reimbursement Of Owner:** When the Professional's error, omission or deviation results in improper or incomplete Construction Documents or improper coordination as specified in Subparagraph 7.4.2 of Chapter 3, the Owner shall reduce the Professional's compensation, or if already paid the Professional shall reimburse the Owner, in the amount calculated as follows:
- (i) 100% of all costs of correcting installed Work, plus
 - (ii) 30% of all costs of providing omitted Work,

to the extent that the sum of (i) and (ii) divided by the Project Contract Price, exclusive of the sum of (i) and (ii), exceeds One (1%) per cent.

ARTICLE 5 SPECIFIC INSURANCE REQUIREMENTS

- 5.1 The Professional shall purchase and maintain, at its expense, from a company or companies licensed or authorized to do business in the State of Michigan, insurance policies containing the following types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or non-performance of services under this Contract For Professional Services by the Professional or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable:
- (i) Commercial General Liability which (i) includes premises/operations, product/completed operations, contractual liability, independent contractors, broad-form property damage, underground, explosion and collapse hazard, and personal / advertising injury; and (ii) names the Owner as additional insured, with per-occurrence limits of not less than \$1,000,000, combined aggregate limits of \$1,000,000, fire and legal limits of \$50,000 per occurrence, and medical liability limits of \$5,000 per person..
 - (ii) Workers' Compensation, Disability Benefit, or similar employees benefit act coverage, and employer's liability coverage, in the minimum amount of \$500,000 or at Michigan statutory limits, whichever is greater.
 - (iii) Commercial Comprehensive Automobile Liability which includes contractual liability coverage and coverage for all owned, hired and non-owned vehicles with combined aggregate limits of \$1,000,000, bodily and personal injury limits of \$250,000 per person and \$500,000 per accident, and property damage limits of \$100,000.
 - (iv) Professional Liability coverage, including contractual liability, with limits of not less than \$1,000,000.
 - (v) Other Insurance: *[Describe type, limits, extent of coverage, insureds and other pertinent information for additional insurance requirements, or state that there is none]*

- 5.2 The Professional shall require its Consultants, if any, to obtain and maintain equivalent insurance coverage that comply with Article 5 of the General Conditions.

ARTICLE 6 PERSONNEL AND CONSULTANT CHARTS

- 6.1 The Professional shall prepare and attach as Appendix A to this Agreement the Professional's Personnel Chart that lists by name, job category and responsibility the Professional's primary employees who will work on the Project(s). The Professional shall promptly inform the Owner in writing of any proposed replacements, the reasons therefore, and the name(s) and qualification(s) of proposed replacement(s). The Owner shall have the right to reject any proposed replacement.
- 6.2 The Professional shall (i) prepare and attach as Appendix B to this Agreement the Professional's Consultants Chart which lists by name and general duties each consultant retained by the Professional who will provide services with respect to the Project(s) and the names of key team members in each Consultant's firm who will be performing services on behalf of the Consultant; (ii) not enter into any agreement with any consultant to which the Owner raises a timely objection; and (iii) promptly inform the Owner in writing of any proposed replacements, the reasons therefore, and the name(s) and qualification(s) of proposed replacement(s). The Owner shall have the right to reject any proposed replacement.

ARTICLE 7 PROFESSIONAL SERVICES SCHEDULE

- 7.1 **Commencement of Services.** The Professional shall commence Project services on or before the date set forth in the Purchase Order.
- 7.2 **Completion of Services.** The Professional shall complete Project services on or before the date set forth in the Purchase Order.



**ARTICLE 8
AMENDMENTS TO CHAPTER 3**

8.1 The following additions to, deletions from and/or modifications to the specifically referenced articles and paragraphs of Chapter 3 shall take precedence over the provisions of those referenced articles and paragraphs as follows: *[State the reference to each such article and paragraph and how the language is to be added to, deleted from or modified, or state "None"]*

Owner's Signature	Professional's Signature
GRAND VALLEY STATE UNIVERSITY	[<i>Legal name of Professional</i>]
By: _____ <i>James Moyer</i>	By: _____ <i>Type Name</i>
Its: Assistant Vice President	Its: _____
Subscribed to before me this _____ day of _____, 200__	Subscribed to before me this _____ day of _____, 200__
_____, Notary Public	_____, Notary Public
_____ County, State of Michigan	_____ County, State of Michigan
My commission expires: _____	My commission expires: _____

SAMPLE

