

Contract No.: \_\_\_\_\_

Project No.: \_\_\_\_\_

**THIS AGREEMENT FOR CONSULTING SERVICES** (“Contract”), made this \_\_ day of \_\_, 2014 is by and between SSOE, Inc., an Ohio corporation with offices in Toledo, OH (hereinafter called “SSOE Group”), and \_\_\_\_\_, a \_\_\_\_\_ Corporation with offices in \_\_\_\_\_(hereinafter called “Consultant”).

**WHEREAS** SSOE Group has entered into a contract (“Prime Contract”) with \_\_\_\_\_ (“Client”) to provide professional services associated with the (hereinafter referred to as “Project”), and;

**WHEREAS** the Consultant is engaged in the business of providing selected professional services to its customers to meet their specific requirements; and possesses the necessary skills, experience and personnel necessary to complete the Project, and;

**WHEREAS** the Consultant is willing and prepared to furnish its services pursuant to this Contract;

**NOW, THEREFORE** in consideration of the mutual promises contained herein, SSOE Group and the Consultant agree as follows:

## ARTICLE 1 – Contents

The Contract between SSOE Group and the Consultant shall consist of the terms hereof and the following documents:

- Consultant’s Proposal dated \_\_\_\_\_,
- Exhibit “A” – Scope of Services,
- Consultant’s Certificate of Insurance.

## ARTICLE 2 – Services of Consultant

The Consultant shall provide or cause to be provided to SSOE Group the services as described herein and in Exhibit “A” attached. Consultant shall perform services in character, sequence and timing so that it will be coordinated with that of SSOE Group and any other Consultant’s for the project and in accord with a schedule to be provided by SSOE Group.

The Consultant shall perform its services with care, skill, and diligence and shall be responsible for the quality, technical accuracy and completeness of its services furnished to SSOE Group.

To the extent the terms of the Prime Contract apply to the Consultant’s services, the Consultant assumes toward SSOE Group all the same obligations, duties, responsibilities and liability that SSOE Group has assumed to the Client. If there is an inconsistency between the Prime Contract and this Contract, the more stringent terms and conditions shall govern.

The Consultant shall meet all state and local licensing requirements for the location(s) of the Project.

## ARTICLE 3 – Responsibilities of SSOE Group

SSOE Group will assign responsibility for completion of portions of the technical development of the Project to the Consultant, and will provide primary coordination with the Client. SSOE Group will designate a representative authorized to act on its behalf with respect to the Consultant’s services. SSOE Group or its representative shall examine documents submitted by the Consultant and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the Consultant’s services.

## **ARTICLE 4 – Compensation**

In consideration for the goods and services provided by the Consultant, SSOE Group agrees to pay the fixed fee sum of \_\_\_\_\_ dollars (\$000000.00).

## **ARTICLE 5 – Invoices and Payments**

The Consultant shall prepare and submit invoices on a monthly basis for the services performed and reimbursable expenses incurred. All reimbursable expenses must be accompanied by receipts itemizing the item(s) obtained and amounts requested. All payments shall be net 10 days from receipt of associated payment from SSOE's client.

Invoices are to reference the contract number on the invoice, and be submitted to:

SSOE Group  
Attn: Accounts Payable  
1001 Madison Ave.  
Toledo, OH 43604

## **ARTICLE 6 – Termination**

It is understood and agreed that SSOE Group reserves the right to terminate this Contract at any time. If through the abandonment or modification of the Project by the Client, the work hereunder is no longer required, SSOE Group may terminate the Contract, even though the Consultant may not be in default. In the case of termination of this Contract, the Consultant shall be compensated for services rendered and non-cancelable, non-transferable expenses incurred, up to the date of termination, based on the work authorized by SSOE Group and performed up to the date of termination. Under no circumstances shall the compensation exceed the value of this Contract.

The term of this Contract shall be two (2) years, unless notified in accordance with other provisions herein contained. In the event this Contract must be terminated by the Consultant prior to expiration of the term, a written notice shall be provided by the Consultant to SSOE Group two (2) weeks prior to the termination of services. In the event of early termination by SSOE Group for reasons other than non-performance by the Consultant, SSOE Group shall pay the Consultant for any fees earned and non-cancelable, non-transferable expenses incurred to the date of termination which exceed payments made by SSOE Group to date. The Consultant shall make every attempt to mitigate expenses incurred to date of termination and in no event shall such expenses and commitments exceed the total payments set forth herein. In the event of early termination by the Consultant, the Consultant shall refund to SSOE Group all payments received that exceed any fees earned and non-cancelable, non-transferable expenses incurred to date of termination.

This Contract may be extended by written change order if terms are mutually agreeable to both SSOE Group and the Consultant.

## **ARTICLE 7 – Alterations**

The Consultant may be ordered in writing by SSOE Group, without invalidating this Contract, to make changes in the services within the general scope of this Contract, consisting of additions, deletions or other revisions, the Contract value and the Contract time being adjusted accordingly.

No alterations or amendments to this Contract may be made except through the issuance of a written Contract Change Order signed by both SSOE Group and the Consultant. Any such alterations or amendments must be agreed to in writing prior to the execution of the alteration or amendment by the Consultant. The Consultant shall not be entitled to compensation for any additional work performed without the prior issuance of a written Contract Change Order signed by SSOE Group and the Consultant.

## ARTICLE 8 – Insurance and Indemnification

The Consultant will indemnify, defend and hold harmless SSOE Group and Client, their parents, subsidiaries, or any related entities, directors, officers, employees, representatives, agents, successors, and assigns from and against any and all claims, actions, suits, proceedings, costs, expenses (including reasonable attorneys' fees), damages, and all other liabilities arising out of or in connection with the negligent acts or omissions of the Consultant or its sub-Consultants. The obligations and duties contained in this Article will survive the completion of services and/or termination of this Contract.

Before proceeding with the operations specified in this Contract and during the life of this Contract, the Consultant shall at its own cost and expense, procure and maintain in force and in effect at least the following kinds and amounts of insurance coverage:

- Workers' Compensation and Employer's Liability Insurance as required by law or regulation (statutory requirements). Employer's Liability insurance shall be provided in amounts not less than \$500,000 per accident for bodily injury by accident; \$500,000 policy limit by disease; and \$500,000 per employee for bodily injury by disease.
- Commercial general liability insurance naming SSOE Group and Client and their respective parents, subsidiaries, or any related entities, directors, officers, employees, representatives, agents, successors, and assigns as additionally insured hereunder with respect to all operations within the scope of this Contract and with respect to the supervision of such operations. Notwithstanding any other provisions of this policy, the insurance afforded by this endorsement is Primary insure not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate covering:
  - Bodily injury, property damage and personal injury. Premises Operations, including coverage for explosion, collapse, damage to underground property; also elevators, if any;
  - Products or Completed Operations coverage;
  - Contractual Liability coverage for the hold harmless clause contained in Article 8 hereof; and
- Commercial automobile liability insurance, comprehensive form, with a single limit of liability per occurrence of \$1,000,000.00 covering all owned, non-owned and hired vehicles used by Consultant while performing operations in connection with the Contract.
- Professional errors and omissions liability insurance with coverage limits of not less than \$2,000,000.00 single limit per claim.

The Consultant shall furnish to SSOE Group a Certificate of Insurance signed by an authorized representative of the Consultant's insurance underwriter, giving evidence of such insurance in a form acceptable to SSOE Group; it being understood, however, that the Consultant shall, upon request of SSOE Group, furnish a copy of each insurance policy certified by an authorized agent of the insurance company. If such policies are cancelled or changed so as to reduce the insurance coverage, written notice by Registered Mail of such cancellation or change shall be delivered to SSOE Group at least thirty (30) days prior to the effective date of such change or cancellation. The Completed Operations coverage requirements stated herein shall be maintained in effect for at least one (1) year following completion of the work.

If the Consultant fails to procure or maintain any such insurance, SSOE Group may at its option without being required to do so, procure and maintain such insurance at the Consultant's expense, and charge and collect the premium therefore from the Consultant, but SSOE Group shall not be responsible for any such insurance obtained.

The acceptance by SSOE Group of Certificates of Insurance shall in no event be deemed to be a waiver of any other provisions of this agreement. It is further understood that the indemnity granted herein by the Consultant shall not be restricted by the limits of insurance coverage required herein.

The Consultant shall require its insurance carriers to waive any rights of subrogation against SSOE Group and its Client except for the Professional errors and omissions insurance policy. The Consultant's insurance shall be primary insurance with respect to the interest of SSOE Group and its Client, and any other insurance maintained by SSOE Group or its Client is excess and not contributory with the insurance required of the Consultant.

## **ARTICLE 9 – Schedule and Time**

The Consultant agrees that time is of the essence in the completion of this Contract. Within 10 days following receipt of a notification to proceed, the Consultant shall develop and submit to SSOE Group's project manager a proposed schedule for the execution of services required under this Contract.

## **ARTICLE 10 – Independent Contractor**

The Consultant agrees that, for all purposes and under all circumstances, the Consultant is an independent contractor, and nothing contained herein or in any Purchase Order or Purchase Change Order shall be construed to create the relationship of principal and agent, or employer and employee, between the Consultant and SSOE Group. None of the Consultant's employees shall at any time represent themselves as an employee of SSOE Group. The Consultant agrees to conduct himself/herself/itself in a manner consistent with that of being an independent contractor in the performance of its services, including but not limited to the filing and payment of any and all federal, state and local income and self-employment taxes, unemployment taxes, workers' compensation premiums, license fees, registration fees, insurance premiums, et al. Consultant shall provide SSOE Group with proof of workers' compensation insurance; such insurance shall be in that amount mandated by applicable law.

The parties agree that SSOE Group is engaging Consultant, hereunder, to perform a particular service and/or achieve a particular result. Consultant hereby agrees to hold SSOE Group harmless from any claims that the Consultant, as a common law or statutory employee, would have against SSOE Group if it could be determined, for any reason, that as a result of Consultant's actions or lack thereof that the relationship between SSOE Group and Consultant is other than that involving an independent contractor. Consultant agrees to reimburse SSOE Group for any cost or expense associated with any action or inaction on the Consultant's part that may cause employment-related liability to accrue against SSOE Group, including but not limited to failure to pay any or all federal, state or local taxes associated with being an independent contractor. Further, Consultant agrees to indemnify SSOE Group for any unemployment tax, workers' compensation premiums, and other payroll taxes assessed against an employer, with interest and penalties, if any, that may be assessed by any government agency with respect to determination that Consultant's employment status with SSOE Group is other than that being an independent contractor.

## **ARTICLE 11 – Representation**

The Consultant's services shall be performed with the level of expertise and knowledge of similarly situated Architects and Engineers operating under the same or similar conditions in the locale where the services are being performed, with the ethical or legal duty of a professional to exercise the level of care, diligence, and skill prescribed in the code of practice of his or her profession, or as other professionals in the same discipline would in the same or similar circumstances. If any failure to meet the foregoing appears after the services are rendered, the Consultant shall again perform the services directly affected by such failure at the Consultant's sole expense.

## **ARTICLE 12 – Confidentiality**

This Contract, as well as the Prime Contract is Confidential Information.

SSOE Group is prepared to furnish the Consultant with certain information which is either confidential, proprietary or otherwise not generally available to the public to assist the Consultant in providing the services under the Contract. As a condition to furnishing such information, the Consultant agrees as follows:

- **Non-disclosure of Confidential Information.** The Confidential Information will not be used other than in connection with the purpose described above, and will be kept confidential by the Consultant and its directors, officers, employees and representatives (collectively, "Representatives"). Confidential information may be disclosed only, (a) to the Consultant's Representatives, (b) only to such Representatives as need to know the Confidential Information for the purpose described above, and (c) only in strict accordance with the Notice of Attempts to Compel Disclosure, as stated below. Such Representatives shall be informed by the Consultant of the confidential nature of the Confidential Information and the requirement that it not be used other than for the purpose described above. Such Representatives shall agree in writing to be bound by the terms of this Contract as a condition of receiving the Confidential Information. In any event, The Consultant shall be responsible for any breach of the Contract by any of its Representatives. Neither the Consultant nor any of its Representatives shall use or disclose to any person Confidential Information other than as expressly permitted by the Contract, and the Consultant will use its best efforts, and cause each of its Representatives to whom Confidential Information has been disclosed to use his or her best efforts to safeguard the Confidential Information from unauthorized disclosure or use. The term "person" as used in this Contract shall be broadly interpreted to include without limitation any individual, corporation, company, partnership or other entity.
- **Non-disclosure of Discussions.** Without the prior written consent of SSOE Group, the Consultant will not, and will direct your Representatives not to, disclose to any person the fact that the Confidential Information has been made available to you or that you have inspected any portion of the Confidential Information, or that discussions with respect to the above purpose are taking place or any other facts with respect to these discussions, including the status thereof.
- **Notice of Attempts to Compel Disclosure.** If the Consultant or its Representatives are requested or required to disclose any Confidential Information, the Consultant will promptly notify SSOE Group of such request or requirement so SSOE Group may seek an appropriate protective order or waive compliance with provisions of the Contract. If, in the absence of a protective order or the receipt of a waiver hereunder, the Consultant or its Representatives are, in the written opinion of your counsel, compelled to disclose the Confidential Information or else stand liable for contempt or suffer other censure or significant penalty, you may disclose only such of the Confidential Information to the party compelling disclosure as is required by law. The Consultant shall not be liable for the disclosure of Confidential Information pursuant to the preceding sentence unless such disclosure was caused by the Consultant or its Representatives and not otherwise permitted by this Contract. The Consultant will exercise its best efforts to assist SSOE Group in obtaining a protective order and in providing other reliable assurance that confidential treatment will be accorded the Confidential Information.
- **Definition of Confidential "Information".** As used herein, "Confidential Information" means all information written and oral, which is furnished to the Consultant or its Representatives by SSOE Group which concerns SSOE Group unless the recipient can establish that such information is generally available to the public. Any information furnished to the Consultant or its Representatives by a director, officer, employee or representative of SSOE Group shall be deemed for the purposes of this Contract to be furnished by SSOE Group. Notwithstanding the foregoing, information which is or becomes generally available to the public other than as a result of a disclosure by your Representative will not constitute Confidential Information for the purposes of this Contract. The mere availability of data included in the subject matter hereof shall not constitute general availability to the public.

- **No Warranty of Accuracy.** You understand that SSOE Group has endeavored to include in the information furnished you materials believed to be reliable and relevant for the purpose of your evaluation, but you acknowledge that neither SSOE Group, nor any of their directors, officers, employees or representatives makes any representation or warranty as to the accuracy or completeness of any information which is provided. Except as such representations and warranties, if any, are included in an executed definitive agreement, neither SSOE Group, nor any director, officer, employee, representative or agent of SSOE Group shall have any liability to you or your Representatives. For the purposes of this section, "information" is deemed to include all information furnished by SSOE Group to you, whether or not Confidential Information as defined in proceeding section.
- **No Waiver.** No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
- The Consultant's employees will be required to sign SSOE Group's Contract Relating to SSOE Group's and Clients' Trade Secrets, Inventions and Discoveries, as well as any project specific confidentiality/non-disclosure agreements.

### **ARTICLE 13 – Notices**

Any and all notices herein provided or provided by law and any modification, amendments or other communications necessary or incidental to the performance of this Contract shall be sufficient and in full compliance with the provisions of the Contract if given by or to the respective parties as follows:

Consultant Name

SSOE Group

### **ARTICLE 14 – Jurisdiction**

This Contract shall be governed and the rights and duties created hereunder shall be interpreted and enforced according to the laws of the State of Ohio, with enforcement in the courts of Lucas County, OH.

### **ARTICLE 15 – Dispute Resolution**

The Consultant and SSOE Group agree that any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Contract or the breach thereof ("Dispute") shall, prior to the initiation of any of the formal proceedings provided herein, be negotiated at the highest levels of the respective organizations in an attempt to resolve the Dispute.

Should these negotiations prove unsuccessful at resolving the Dispute, the Consultant and SSOE Group agree first to try in good faith to settle the Dispute by mediation administered by the American Arbitration Association under its Construction Industry Mediation Procedures before resorting to binding dispute resolution. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the American Arbitration Association. SSOE Group and the Consultant shall share the mediator's fees, costs, and any filing fees equally. The mediation shall be held in Toledo, OH or in a place as agreed to by SSOE Group and the Consultant. Contracts reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Any Dispute that has not been resolved either through negotiation between the Consultant and SSOE Group or by mediation as required herein shall be settled by litigation in a court of competent jurisdiction.

## **ARTICLE 16 – Assignment**

No assignment of this Contract or any money due, or which may become due hereunder, shall be made without the written consent of SSOE Group.

The Consultant's use of any sub-contractor or sub-consultant must be approved by SSOE Group in advance of such use. SSOE reserves the right to approve or reject the Consultant's use of any sub-contractor or sub-consultant in its sole determination.

The Consultant understands and agrees that the Contract shall not be of a sole and exclusive nature. Either SSOE Group or the Client may engage the services of other Consultants at its sole discretion.

## **ARTICLE 17 – Audit / Maintenance of Records**

The Consultant shall maintain at all times during the term of this Contract and for a period of three (3) years thereafter, secure locations in which the Consultant shall post and store all documents and information in its native format created or used by the Consultant in the performance of the Scope of Services, including but not limited to drawings, spreadsheets, schedules, calculations, specifications and correspondence, or other such documents as SSOE Group may reasonably request, including copies of the Consultant's invoices, timesheets, expense reports and expense receipts. Such documents and information shall be provided to SSOE Group upon demand for the purposes of audit or for the storage of electronic and printed / paper.

## **ARTICLE 18 – Intellectual Property**

Any information, inventions, innovations, ideas, discoveries and/or products (whether or not copyrightable or patentable), suggestions, communications, data, reports and results, manuals and computer discs conceived, derived, reduced to practice, made or developed by the Consultant as a result of the Consultant's services under this Contract shall be promptly disclosed to SSOE Group and shall be the sole property of SSOE Group. At SSOE Group's request and expense, the Consultant shall execute such documents and take such other actions as SSOE Group deems necessary or appropriate to assist SSOE Group in obtaining patents, copyrights or other protections or rights in SSOE Group's name covering any of the foregoing. The Consultant expressly agrees that any work performed under the terms and conditions of this Contract is Specially Commissioned Work and/or Work Made for Hire, and the Consultant shall derive no interest in or to such work. The Consultant shall obtain full releases from all other parties, if any, involved in producing the work. In the event that it is determined by a judicial body that this is not a Specially Commissioned Work and/or Work Made for Hire, the Consultant shall assign any and all right, title and interest in the work to SSOE Group without further compensation. The Consultant's obligation hereunder shall survive the termination of this Contract.

All designs, ideas, drawings, sketches, specifications, calculations, bills of material, data sheets and all material delivered to the Consultant or which has been developed by the Consultant shall be the exclusive property of SSOE Group and must be delivered to SSOE Group upon request, but at a minimum shall be delivered at the termination of the Contract. The Consultant shall be entitled to retain one (1) set of the above information for a permanent legal file.

## **ARTICLE 19 – Solicitation and Competition**

SSOE Group maintains an active global recruiting campaign, including advertisements, that are not targeted toward any particular firm, but which could result in future contact related to possible employment between SSOE and an employee of the firm executing this agreement.

Consequently, an offer of employment by SSOE to the employee could occur. Neither the recruiting activity, contact or hire resulting from it will be considered a violation of this agreement.

As a result of the nature of the relationships involved in this Contract, during the term of this Contract and for a period of three (3) years thereafter, the Consultant shall not conduct business

with the SSOE Group client except through an agreement between SSOE Group and the Consultant. This requirement shall not apply where the Consultant can demonstrate that it had a prior business relationship with the SSOE Group client prior to the date of this Contract.

## **ARTICLE 20 - Compliance**

The Consultant certifies that all items and/or labor under this Contract and all prices charged shall comply with all federal, state and local laws and regulations relative thereto and all pricing and safety laws and regulations. To the extent applicable, the clauses with respect to government contracts set forth in 41 C.F.R., Sections 1-1.805-3, (labor surplus areas), 1-1.1310-2 (minority business enterprises), 60-1.4 (equal opportunity), 60-1.40 (affirmative action), 60-1.8 (non-segregated facilities), 60-300.5(a) (employment of veterans), 60.741.5(a) (employment of persons with disabilities), at F.P.R. Section 1-1.710-3 and 48 C.F.R. 52.219-8 and 52.219-9 (small business concerns), Executive Order 12138 (women-owned businesses) and at 42 U.S.C. Section 12101 et seq. (American with Disabilities Act) are incorporated by reference and shall have the same binding effect as if reproduced herein in their entirety. **Furthermore, and to the extent applicable, Consultant and its subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

The Consultant shall at all times comply with all applicable laws, regulations and governmental requirements, including without limitation national and international laws governing export and import control and ethical business practices. The Consultant shall at all times comply with the U.S. Foreign Corrupt Practices Act and any other similar laws which prohibit the offering, giving or promising to offer or give, directly or indirectly, money or anything of value to any official of a government, political party or instrumentality, or other individuals to assist it or SSOE Group in obtaining or retaining business. Likewise, SSOE Group requires that its employees comply with the SSOE Code of Ethics and Standards of Business Conduct, which may be found on the SSOE Group website at <http://www.ssoe.com/about-us/ethics>.

*Continued on next page.*



**ARTICLE 21 - Severability**

If any provision of this Contract is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Contract shall continue in full force and effect. The parties shall promptly meet and confer in good faith with respect to any provision found to be in contravention of the law, in order to agree on a substitute provision.

**IN WITNESS WHEREOF**, the parties have caused this Contract to be duly executed as of the date first above entered.

**SSOE, Inc.**

**Consultant**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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