Master Professional Services Agreement (Generated)

This Agreement is entered into as of python app.py by and between joshua whiteurst ("Client") and boomshackalaka ("Consultant").

Client and Consultant are together the “Parties.”

# Work Order Summary

Project: powerpuff

Role: Construction Manager (Advisor)

Relationship: Prime

Prime Contract Reference (if Sub):

Term: sept 1, 2025 - july 30, 2030

# Recitals

A. Client desires to engage Consultant to provide program management, construction management (as advisor), owner’s representation, developer advisory, and/or related professional consulting services.

B. Consultant is duly qualified and willing to perform such services under the terms of this Agreement.

# Article 1 – Master Engagement & Work Orders

1.1 Master Agreement. This Agreement sets general terms for all services. Specific scope, fees, schedules, and special terms will be set forth in written Work Orders executed by the Parties and incorporated herein.

1.2 Prime/Sub Flexibility. Consultant may perform services as prime directly for Client or as a subconsultant, as indicated in the Work Order. Flow‑down obligations from any prime contract apply to Consultant only to the extent expressly identified in the Work Order.

1.3 Independent Contractor; No Authority to Bind. Consultant is an independent contractor and shall not bind Client without written authority.

# Article 2 – Standard of Care; Personnel

2.1 Standard of Care. Consultant shall perform services with the care and skill ordinarily used by similar professionals practicing under similar conditions at the same time and locality.

2.2 Key Personnel. If key personnel are identified, Consultant shall not reassign them without reasonable notice and suitable replacement.

# Article 3 – Compensation & Payment

3.1 Fees. Lump Sum fee of $500,000.00, payable per milestones set forth in Exhibit B.

3.2 Reimbursable Expenses. Billed at actual cost per Exhibit D unless otherwise stated.

3.3 Invoices & Payment. Invoices monthly; payment due net 120. Overdue balances accrue interest at 1% per month or the maximum allowed by law.

# Article 4 – Insurance

GL $1M each / $2M aggregate; Auto $1M CSL; WC Statutory; Employers $500k; Professional Liability $2M aggregate.

Additional Insured status will be provided where required by the Work Order or prime contract, to the extent commercially available.

# Article 5 – Ownership; License; Confidentiality

5.1 Instruments of Service. Upon full payment, Client receives a non‑exclusive license to use deliverables for the Project identified in the Work Order. Consultant retains IP rights.

5.2 Confidentiality. Each Party shall keep in confidence non‑public information received from the other and use it solely for the Project.

5.3 Mutual NDA. The Parties agree not to disclose Confidential Information except to those with a need to know who are bound by confidentiality obligations; to protect such information with at least the same degree of care as used to protect their own; and to return or destroy such information upon written request, subject to legal and record‑keeping requirements.

# Article 6 – Indemnification; Limitation of Liability

6.1 Consultant Indemnity. To the extent caused by Consultant’s negligence, gross negligence, or willful misconduct, Consultant shall indemnify and hold harmless Client from third‑party claims for bodily injury, death, or tangible property damage. This indemnity excludes Client’s negligence.

6.2 Client Indemnity. Client shall indemnify and hold harmless Consultant from third‑party claims to the extent caused by Client’s negligence or willful misconduct.

6.3 Limitation of Liability. Consultant’s aggregate liability under this Agreement and any Work Order shall not exceed 2x the fees paid for the applicable Work Order. Neither Party shall be liable for consequential, incidental, or special damages.

6.4 Inclusion & Non‑Discrimination. Consultant shall endeavor to utilize a diverse workforce and comply with applicable non‑discrimination laws and Client’s reasonable inclusion objectives.

# Article 7 – Changes; Suspension; Termination

7.1 Changes require written authorization via amendment to the Work Order.

7.2 Suspension. Client may suspend upon written notice; Consultant shall be paid for work performed and reasonable demobilization/remobilization costs.

7.3 Termination for Convenience. Either Party may terminate a Work Order on 30 days’ written notice. Consultant shall be paid for services performed and costs incurred through termination.

# Article 8 – Dispute Resolution

Disputes shall be resolved in the state courts of will county, illinois. Jury trial waived to the extent permitted by law.

# Article 9 – Miscellaneous

9.1 Governing Law. The laws of illinois apply.

9.2 Assignment. Neither Party may assign without written consent, except to affiliates in connection with a merger, acquisition, or reorganization.

9.3 Entire Agreement. This Agreement, together with applicable Work Orders and Exhibits, constitutes the entire agreement between the Parties.

# Exhibit A – Scope of Services (Role-Based Library)

• Preconstruction estimating; budget/schedule alignment; logistics planning.

• Submittal/RFI workflow; reporting cadence; change management support; claims avoidance.

# Exhibit B – Compensation

Lump Sum Fee: $500,000.00, payable per agreed milestones.

# Exhibit C – Insurance

GL $1M each / $2M agg; Auto $1M CSL; WC Statutory; Employers $500k; Professional $2M agg.

# Exhibit D – Reimbursable Expenses

Travel (coach airfare), lodging at GSA per diem, mileage at IRS rate, meals per diem, printing/ repro, permits/fees, courier/delivery, pre‑approved software/hosting, and meeting/event costs. Billed at actual cost, no markup.

# Exhibit E – Rate Schedule

Standard rates (edit in prompts or here):

|  |  |
| --- | --- |
| Role | Hourly Rate (USD) |
| Principal / Executive | $1.00 |
| Senior Project Manager | $1.00 |
| Project Manager | $1.00 |
| Project Engineer | $1.00 |
| Coordinator / Admin | $1.00 |

Annual adjustment: up to 15% with thirty (30) days’ notice, unless otherwise agreed.

# Exhibit F – Dispute Resolution

Exclusive venue and jurisdiction: state courts of will county, illinois.

# Signatures

joshua whiteurst

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

boomshackalaka

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_