AGREEMENT FOR SERVICES

**BETWEEN**

**[Client] AND [Service Provider]**

This agreement is entered into this **[Date]** by and between **[Client]** and **[Service Provider],** a [State] Corporation, (“Consultant”) to provide project management consultant services.

Consultant is authorized by Client pursuant to this Consultant Agreement, which is effective as of the above-mentioned date, and a subsequent written Notice To Proceed (NTP), to provide consultation and related professional services with regard to the referenced project, as is typically provided by Consultant in its normal course of business. The specific services (“Services”) Consultant will provide are as shown at Exhibit C, which is Consultant’s proposal and/or scope of Services to Client for the Project.

It is mutually agreed that Consultant will be compensated as shown at Exhibit C, Section IV, ape 11, which is Consultant’s cost proposal to Client for the Project.

Before Consultant begins Services, the Client shall receive a copy of a properly completed insurance certificate(s) showing that Client is additional insured, and insurance limits and terms that meet the conditions of this Consultant Agreement, all as shown at Exhibit A.

It is further agreed that this Agreement contains General Terms and Conditions, attached at Exhibit B.

This document accurately states the agreement between Consultant and Client for the Services. This is an integrated Agreement composed of this Signatory page and Exhibits A, B and C and supercedes and replaces any and all terms and conditions of any prior or contemporaneous agreements, communications, arrangements, negotiations or representations, written or oral, with respect to the Services or Products to be provided by the Consultant.

ACCEPTED AND AGREED:

**[Service Provider] [Client]**

Address Address

Address Address

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

Name: Name:

Title: Title:

Date: Date:

Exhibit A- Insurance

Exhibit B- General Terms and Conditions

Exhibit C- Scope of Services and Compensation

**Exhibit A - INSURANCE**

**1. COVERAGE**

 a. This Article 1. Insurance and any portion thereof, is material to the Agreement. The Consultant shall effect and maintain the following insurance coverages, at its own cost and expense, issued by companies acceptable to Client:

 1.) Worker’s Compensation and Employer's Liability Insurance coverage to include all statutory Workers’ Compensation benefits to the employees of Consultant who may sustain work-related injuries, death or diseases.

 2.) Commercial General Liability Insurance coverage with Comprehensive Broad Form Endorsement to include Consultant’s liability for death, bodily injury, advertising liability and property damage to third parties resulting from Consultant’s activities, with combined single minimum effective and available amount of Two Million Dollars ($2,000,000.00) per occurrence.

 3.) Automobile Liability Insurance coverage to include Consultant’s liability for death, bodily injury and property damage resulting from Consultant’s activities covering use of owned, hired and non-owned vehicles, with combined single minimum effective and available amount of Two Million Dollars ($2,000,000.00) per occurrence.

 4.) Umbrella liability insurance over the primary general liability, automobile liability and employers liability insurance policies with a limit of not less than $2,000,000 each occurrence and in the aggregate.

 4.) Any other coverage required of the Consultant pursuant to statute.

 b. The Consultant shall furnish the Client with certificates of insurance, in a form acceptable to Client, showing that the Consultant has complied with this Article 1. Said certificates shall provide that thirty (30) days written notification of material change in the coverage or limits, cancellation or non-renewal of the policies given to the Client. Insurance certificates will be provided annually, and shall restate the effective value of the coverage provided. Client and First Data Corporation shall be included as an “additional insured” on said certificate. Renewal certificates are due to Client thirty (30) days prior to expiration of the current certificate. Consultant expressly agrees that Client may communicate directly with Consultant’s insurance broker or carrier to obtain renewal certificates; nonetheless, this provision does not relieve Consultant of the duty to provide Client with timely renewal certificates. Consultant shall cause each of its consultants employed by or contracted with Consultant to purchase and maintain insurance of the types and limits specified herein. Consultant’s insurance set forth above shall apply as primary, non-contributing insurance with respect to any other insurance or self-insurance programs afforded to, or maintained, by Client.

**2. INDEMNITY, DEFEND AND HOLD HARMLESS**

a. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Client and its officers, directors, employees, successors, affiliates and permitted assigns, from and against all losses, claims, liabilities, injuries, damages and expenses, including, but not limited to, reasonable attorneys’ fees and expert witness fees, arising out of, in connection with or allegedly arising out of (a) the performance of the Services by Consultant, its consultants, employees, agents, and contractors or anyone directly or indirectly employed by them, (b) the negligence, errors or omissions of Consultant, its consultants, employees, agents and contractors or anyone directly or indirectly employed by them, or (c) the breach of any covenant or obligation under this Agreement or applicable laws caused by Consultant or its consultants, employees, agents, or contractors, or anyone directly or indirectly employed by them, or anyone for whose acts they may be directly or indirectly liable. Consultant is not obligated to indemnify Client in any manner whatsoever for the adjudged negligence of Client. This indemnification obligation shall survive the termination or expiration of this Agreement.

b. To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless Consultant and its officers, directors, employees, successors, affiliates and permitted assigns, from and against all losses, claims, liabilities, injuries, damages and expenses, including, but not limited to, reasonable attorneys’ fees and expert witness fees, arising out of, in connection with or allegedly arising out of the negligence, errors or omissions of Client, its consultants, employees, agents and contractors or anyone directly or indirectly employed by them. Client is not obligated to indemnify Consultant in any manner whatsoever for the adjudged negligence of Consultant. This indemnification obligation shall survive the termination or expiration of this Agreement.

c. UNDER NO CIRCUMSTANCES SHALL CLIENT BE LIABLE FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SIMILAR DAMAGES, WHETHER SUCH DAMAGES ARE CLAIMED UNDER A THEORY OF TORT OR CONTRACT OR OTHERWISE, ALL OF WHICH DAMAGES ARE EXCLUDED BY AGREEMENT OF THE PARTIES EVEN IF THE PARTIES HAVE NOT BEEN ADVISED OF THEIR AVAILABILITY. UNDER NO CIRCUMSTANCES SHALL CLIENT’S LIABILITY TO CONSULTANT EXCEED CONSULTANT’S COMPENSATION SET FORTH HEREIN AS SUCH COMPENSATION SHALL BE MODIFIED AS PERMITTED HEREUNDER.

**EXHIBIT B - GENERAL TERMS AND CONDITIONS**

**1. SCHEDULE**. The Consultant agrees to provide the Services and/or deliver the Products described and by the due date shown at Exhibit C.

**2. COMPENSATION.** Consultant will be promptly paid by the Client in accordance with the terms provide in Exhibit C. This Agreement will not be paid at a price higher than set out at Exhibit C without the written consent of Client.

**3. AUTHORITIES AND RESPONSIBILITIES OF THE CONSULTANT.** The Consultant shall render the Services consistent with the standard of care, skill and diligence exercised by members of the same profession providing similar services under similar conditions at the locale of the Project and at the time the Services are to be performed. The Consultant agrees to promptly re-perform any Services or re-deliver the Products as may be necessary to correct errors, defects, and omissions in the Services or Products required under this Agreement without undue delays and without additional cost to Client and without any extension of time. The acceptance of Services or Products by Client shall not relieve the Consultant of the responsibility of subsequent correction of such errors, defects, and omissions. The Client shall execute all third party documents in connection with the Project.

**4. INDEPENDENT CONTRACTOR.** The Consultant is an independent contractor that has entered into an agreement with Client to provide Services and/or Products to Client and is not in a joint venture, partnership, and agent-principal or employer-employee relationship with Client. The Consultant’s personnel shall not be employees of, nor have any contractual relationship with Client. The Consultant, consistent with its status as an independent contractor, further agrees that it or its personnel will not hold themselves out as, nor claim to be, officers, agents, representatives or employees of Client.

**5. CHOICE OF LAW AND VENUE.** This Agreement, to include, but not limited to, its validity, interpretation and performance, and remedies for contract breach or any other claims shall be governed by and construed in accordance with the laws of the State of Colorado.

**6. COMPLIANCE WITH THE LAW.** In its professional judgment, Consultant agrees to comply with all federal, state and local laws, rules, regulations, standards, ordinances and administrative codes applicable to the provision of Services, the delivery of Products, the Project site, and jurisdictions in which the Consultant conducts its business. In the event of a change in laws, regulations, et al., of which the Consultant becomes aware and which the Consultant believes affects Services and/or Products, the Consultant shall inform Client of the change and its impact on Services and/ or Products already complete or to be completed, fees and costs involved, and scheduling. Notwithstanding the foregoing, this provision shall not be construed for any purpose as to establish a standard of care for the Consultant's performance under this Agreement.

**7. CONFIDENTIALITY**. Both parties acknowledge that, during the term of this Agreement, Consultant and Client shall be made aware of information that is the exclusive property of the other party and shall not be used by the other party, except as provided herein. All such information is deemed as confidential and shall not be shared with or used by any third party without the express written consent of the party that owns the property. Consultant hereby agrees to treat information which it receives from Client as confidential and proprietary and agrees that it will not disclose any such information to anyone outside of Client without Client’s consent. Consultant shall comply with all information security policies and procedures of Client provided to Consultant from time to time and Consultant shall be subject to audits (scheduled and random) by Client to ensure compliance with such policies and procedures. Upon termination or expiration of this Agreement, Consultant shall, upon written request of Client, return to Client all documents and records provided by Client which are in Consultant’s possession or control. Consultant shall require of its subcontractors or consultants substantially similar agreements to maintain the confidentiality of information specifically designed as confidential by Client. The provisions of this Article 7 shall survive the termination of this Agreement.

**8. NON-DISCRIMINATION.** Consultant warrants that it is compliant with all applicable federal, state and local labor and employment laws. Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, age, national origin, disability, disabled veteran or veteran of the Vietnam era. In the event that Client determines that Consultant has not established the requisite procedures and tools to comply with Consultant's obligations hereunder, Consultant agrees to take appropriate corrective action at its sole expense as Client may reasonably require. Any violation of the terms of this provision gives Client the right to cancel this Agreement within 10 days notice.

**9. SAFETY.** The Consultant shall not be responsible for the means, methods, techniques, sequences or procedures of construction utilized by the construction contractors. Under no circumstances shall the CONSULTANT be responsible for initiating, maintaining, managing or supervising the safety precautions or programs of the construction contractor or its employees, agents, representatives and subcontractors, in connection with their work.

**10. PROFESSIONAL SERVICES.** Consultant, under this Agreement, is providing professional management services, and shall not be required to provide, or be deemed to be providing, architectural services, engineering, general contracting or any other service that requires a license in the Commonwealth of Virginia or any other jurisdiction in the United States of America.

**11. THIRD PARTY VENDORS.** All costs for third party vendors required in conjunction with the Services (including, but not limited to, move vendors, general contractors, IT vendors, electrical/plumbing contractors, mechanical engineering firms, environmental firms, attorneys, security consultants, MPE consultants, architects, and space planners) that Consultant will coordinate, supervise and manage shall be the sole responsibility of Client. Such third party vendor contracts shall be between Client and the third party vendors and not between Consultant and such third party vendors. Consultant shall have no authority to enter into or execute such third party vendor contracts on behalf of Client, and Consultant shall have no responsibility or liability for Client’s failure to make payments to such vendors in a timely manner.

**12. TERMINATION.** This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Should the Consultant not meet the material requirements of this Agreement, the Client may, after giving Consultant notice and time to cure such event(s), terminate the Services upon 30 days notice. Consultant shall be entitled and Client shall pay all fees and expenses incurred, as provided in this Exhibit C, for Services properly performed and documented that are formally engaged prior to the termination of this Agreement.

**13. NON-SOLICITATION**. During the term of this Agreement, and for a period of one (1) year after its expiration or termination, neither Client, nor any of Client's employees, or agents will, without the prior written consent of Consultant Associates, Ltd., directly or indirectly solicit any other employee or consultant of Consultant Associates, Ltd. to seek employment or other contractual arrangements with Client, or any of Client’s employees, agents, or subcontractors.

**14. SECURITY**. Consultant agrees to follow all of the Client’s reasonable security procedures when performing the Services at the Project.

**15. ASSIGNMENT**. Consultant shall not assign this Agreement without the Client’s written permission. However, Consultant may assign this Agreement to any entity (ies) that acquires the stock or substantially all of the assets of Consultant or which is the survivor of a merger or consolidation with Consultant. Client may assign this Agreement to any Affiliate as hereinafter defined. Affiliate shall mean any entity (ies) controlled by, controlling or under common control with Client, or any entity (ies) that acquires the stock or substantially all of the assets of Client or which is the survivor of a merger or consolidation with Client.

**16. NOTICES**. Any notice, demand, request, consent, approval or other communication which either party hereto is required or desires to give or make or communicate to the other hereunder shall be in writing and shall be given or made or communicated either by (i) personal delivery, (ii) facsimile followed by notice sent by U.S. mail, return receipt requested, on the same date the facsimile is sent; (iii) reputable overnight courier service; or (iv) United States registered or certified mail, return receipt requested, postage prepaid, and addressed in the case of Client to: c/o [Client Name & Address]. Attention: Contract Administrator, and addressed in the case of Consultant to: [Service Provider Name & Address]. Subject to the right of either party to designate different addresses by giving notice as provided in this Section. Any notice hereunder shall be deemed to have been given, made or communicated, as the case may be, (i) on the date received or the date of the first attempted delivery thereof if the same was deposited in the United States mail as registered or certified mail, with postage fully prepaid, (ii) on the date of confirmation of successful receipt according to the sender’s facsimile machine if sent by fax; (iii) on the next business day, if delivered by reputable overnight courier service (private or public), or (iv) on the date of delivery, if by personal delivery.

**17.** **MODIFICATION**. This Agreement and any Project Amendments issued pursuant to this Agreement may be modified only by a writing signed by all parties hereto.

**18. WAIVER OF JURY TRIAL**. TO THE MAXIMUM EXTENT PERMITTED BY LAW, Consultant AND OWNER EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LITIGATION OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE ARISING OUT OF OR WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED HERETO.

**19.** **VENUE**. Any legal action or proceeding with respect to this Agreement may be brought in the courts of the State of Colorado and, by execution and delivery of this Agreement, each of the parties to this Agreement hereby irrevocably accepts for itself and in respect of its property, generally and unconditionally, the nonexclusive jurisdiction of such courts, and each of the parties hereby irrevocably waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

**20.** **ATTORNEYS’ FEES**. In any proceeding (legal or equitable) or other action brought by one party hereto against the other to enforce or interpret the terms of this Agreement or to resolve any dispute concerning any part of the services, the party prevailing in such a proceeding or action shall be entitled, in addition to such other relief the court may grant, to an award of its costs incurred in connection with the proceeding or action, including the reasonable fees and disbursements of its attorneys and expert witnesses.

**20.** **INVALIDITY OF PROVISIONS**. If any provisions of this Agreement shall be held to be contrary to law or invalid or unenforceable in any respect, then the remaining provisions shall not be affected but shall remain in full force and effect, and any such invalid or unenforceable provision shall be deemed, without further action on the part of the parties hereto, modified, amended, limited, and reformed to the extent necessary to render the same valid and enforceable.

**21.** **FORCE MAJEURE**. If Consultant or Client is prevented from or delayed in performing any obligation under this Agreement or any Project Amendment (except for failure to make a payment due) as a result of Force Majeure (as defined below), it is agreed that performance of such obligations by such party, so far as it is affected by Force Majeure, shall be suspended from the inception of any such inability until it is corrected but for no longer period. “Force Majeure” shall have the following meaning: an occurrence beyond the control and without the fault or negligence of the party affected and which by the exercise of due diligence (and at reasonable cost) the said party is unable to prevent or provide against. Force Majeure occurrences shall include, but not be limited to the following events:

(a) acts of God;

(b) expropriation, nationalization, or compliance with any order or request of any public body which affects (to a degree not existing at the date of execution of the Agreement) the supply, availability or use of goods, equipment or personnel;

(c) acts of war (declared or undeclared), acts of terrorism, insurrection, rebellion or sabotage;

(d) national strikes or other national industrial action, whether direct or indirect and whether lawful or unlawful; and

(e) floods, earthquakes, catastrophic weather conditions or other natural physical disaster;

but shall exclude the following events, or events of a similar or like nature:

(a) late or defective performance of the Services by Consultant or its consultants;

(b) malfunction or total breakdown of any item of Consultant’s or its consultants’ equipment;

(c) inability to pay or financial hardship, regardless of the cause thereof and whether the reason is outside a party’s control; and

(d) events which occurred and were known to the party seeking relief prior to the execution of this Agreement.

**22.** **TIME IS OF THE ESSENCE**. Time is of the essence in connection with the obligations of Consultant under this Agreement.

**23. WAIVER**. The waiver by either party hereto of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach of the same provision or any other provision of this Agreement by the other.

**24.** **CUMULATIVE REMEDIES**. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

**25.** **AUTHORITY**. The parties hereto represent and warrant that each is duly authorized, validly existing and in good standing in accordance with the laws of the state under which it is organized; all action to authorize the execution of this Agreement has been taken by each; and that the individual(s) executing and delivering this Agreement has been duly authorized to do so.

**26.** **COUNTERPARTS**. This Agreement may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same Agreement.