

AGREEMENT FOR
CONSULTANT SERVICES

BETWEEN

_____ [OWNER],
_____ [ARCHITECT],
_____ [CONSTRUCTOR]

AND

COLLABORATIVE CONSTRUCTION RESOURCES, LLC

(Collaborative Construction Resource Systems (CCRS))

This Agreement for Consultant Services ("Agreement") between _____
[Owner], _____ [Architect], _____ [Constructor]
("Clients") and Collaborative Construction Resources, LLC ("Consultant") is entered this ___ day of
_____, 2008, for the services described in this Agreement.

BACKGROUND INFORMATION

- The Clients are interested in positioning themselves to possibly participate in construction projects delivered pursuant to the ConsensusDOCS 300 Standard Form of Tri-Party Agreement for Collaborative Project Delivery (ConsensusDOCS 300), that utilizes Building Information Modeling (BIM) software and technology, the Lean Construction principals/methods and similar concepts that are revolutionizing the construction industry, all of which are collectively referred to herein as Collaborative Construction Resource Systems (CCRS);
- It is the intent of the Clients to procure Consultant Services that will enable the Clients to adapt to and participate in historic construction industry changes through the utilization of CCRS; and
- Consultant Services are not, and shall not be construed to be, licensed professional design services, engineering services, legal, real estate, insurance, financial, construction and construction management services.

1. **Consultant Services.** The Consultant shall perform the following Base and Optional Consultant Services listed in **Exhibit A—Base and Optional Consultant Services**, which is attached hereto and made a part of this Agreement.
2. **Compensation/Payment for Services.** Compensation and payment terms for Consultant Base and Optional Consultant Services is further described in **Exhibit B—Consultant Fee and Payment Schedule**, which is attached hereto and made a part of this Agreement.
3. **Personnel.** The Consultant shall provide for Consultant Services through the personnel listed in **Exhibit C—Consultant Personnel**, which is attached hereto and made a part of this Agreement, unless otherwise agreed to by the parties.
4. **Termination.** The parties may terminate this Agreement at any time during the term of this Agreement with seven (7) days written notice. If so, the Consultant shall be paid for its Consultant Services provided through the date of termination.
5. **Dispute Resolution.** Any dispute arising under this Agreement may be resolved by mediation, under terms mutually agreeable to the parties hereto, or any other mutually agreed to form of informal or formal dispute resolution.
6. **Relationship of Parties.**
 - A. **Independent Constructor.** The parties intend that the Consultant shall be an independent Constructor and not an agent or employee of the Clients. The Clients are interested only in the results obtained under this Agreement. Nothing in this Agreement shall be construed to constitute the Consultant as a partner, employee or general agent of the Clients nor shall either have any authority to bind the other in any respect. The manner and means of handling the activities contemplated hereunder shall be under the exclusive control of Consultant.
 - B. **Expenses; Employee Benefits; Taxes.** The Clients shall not provide to Consultant nor any of Consultant's employees or agents any of the benefits provided by it to the Clients' employee(s), including, without limitation, health benefits, compensation insurance, and unemployment insurance. The Clients shall not be responsible for the payment or withholding of any taxes, including without limitation, income tax or FICA contributions, whether federal, state or local in origin, in connection with the Consultant's performance of its duties hereunder. Unless otherwise provided herein by the express written consent of the Clients, the Consultant shall be solely responsible for all expenses incurred in the performance of its duties hereunder, and the Clients shall not reimburse the Consultant for any such expenses. The Consultant will pay all its own expenses and taxes properly and lawfully associated with doing business as an independent Constructor in the applicable jurisdiction.

7. **Covenants of Consultant.**

A. **General Covenants.** Consultant shall conform to all applicable laws and regulations and to the highest business ethics in performing its obligations in accordance with the terms of this Agreement. The Consultant shall dedicate a good and sufficient amount of time and effort as would be required by a reasonably prudent individual acting in the capacity as is the Consultant with respect to the Project.

B. **Insurance.** The Consultant agrees to procure and maintain during the Term, at its own cost and expense, the following: (i) a general liability insurance policy with minimum limits of _____ Dollars (\$_____) in the aggregate, each occurrence, covering (i) bodily injury and property damage, and (ii) contractual liability coverage for the indemnity and hold harmless provisions contained herein; and (2) automobile coverage for each auto used in the provision of services hereunder by or on behalf of Consultant with limits no less than those limits required by the law of the State of Ohio. Upon request made by the Clients, Consultant shall also provide proof of its participation in the workers' compensation program of the State of Ohio.

8. **Limitations of Authority.** The Consultant shall not have any authority to bind the Clients for the payment of any costs or expenses without the express written approval of the Clients, as applicable. The Consultant shall have reasonable and necessary authority to act on behalf of the Clients only to the extent provided herein.

9. **Approval or Disapproval of Consultant Services.** The Clients shall have the right to reasonably disapprove any portion of the Consultant's services for the Project. In the event that any of the Consultant's services are disapproved by the Clients, the Consultant shall proceed, when requested by the Clients, with revisions to the services to attempt to satisfy the objections, but in no case shall any Clients' requested revisions to services contravene or conflict with the Consultant's industry standards of skill, care and diligence. The Consultant acknowledges that any review or approval by the Clients of any services performed by the Consultant pursuant to this Agreement shall not relieve the Consultant of the Consultant's responsibility to properly and timely perform such services.

10. **Conflict of Interest.** Unless waived or otherwise modified in writing by the Clients upon written request of the Consultant, the Consultant and any consultant employed by the Consultant, shall abstain from participating, either directly or indirectly, in any professional design service or construction contract let in association with the Clients on this Project.

11. **Performance.** The Consultant shall proceed with the Consultant's performance of this Agreement on any matter not in dispute during any dispute resolution process, unless otherwise agreed by the Consultant and the Clients in writing. The Clients shall continue to make payment, in accordance with this Agreement, of any amounts not in dispute pending final resolution of any dispute in accordance with this Paragraph.

12. **Public Relations.** Prior to completion of any Project, any public relations, project specific information or publicity about the Project shall be solely within the control and with the consent of the Clients.

13. **Records.** The records of all of the Consultant's Basic Services, Additional Services, Reimbursable Expenses and payments to Consultants pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the Clients at all times and shall be maintained for three (3) years after Final Acceptance of the Project by the Clients. All other records kept by the Consultant related to the

Project shall be available to the Clients at all times and shall be maintained for three (3) years after Final Acceptance of the Project by the Clients.

14. Miscellaneous Provisions.

A. Assignment. This Agreement is personal in nature and neither of the parties hereto shall assign or transfer this Agreement without the written consent of the other.

B. Execution. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

C. Survival. Notwithstanding termination of this agreement, this Agreement shall survive for the purpose of enforcing the duties and obligations of the respective parties subsequent to said termination.

D. Construction. This Agreement shall be subject to and governed by the laws of the State of Ohio and all questions concerning validity, construction and administration shall be determined in accordance with such laws.

E. Waiver of Breach. The waiver by the Clients of a breach of any of the terms or provisions of this Agreement by the Consultant at any time or times shall not be deemed or construed to constitute a waiver by the Clients of any subsequent breach or breaches by the Consultant of the Agreement at any subsequent time or times.

F. Invalid Provisions. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

G. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Clients and the Consultant and their separate and respective permitted successors and permitted assigns.

H. Amendment. This Agreement may be amended in any respect, at any time and from time to time, only by the mutual written consent of the parties.

I. Headings. The headings of the sections of this Agreement are inserted for convenience of references only and shall not constitute a part hereof.

J. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes any and all other agreements, oral and/or written, between the parties hereto. No modification or amendment of this Agreement shall be valid unless the same be in writing and signed by the parties hereto.

15. Exhibits:

- Exhibit A – Base and Optional Consultant Services
- Exhibit B – Consultant Fee and Payment Schedule
- Exhibit C – Consultant Personnel

Agreed to as of the date first indicated above.

CLIENTS

[Owner]

By: _____

Title: _____

Date: _____

**CONSULTANT
CONSTRUCTION OWNER RESOURCES, LLC**

By: _____

Title: _____

Date: _____

[Architect]

By: _____

Title: _____

Date: _____

[Constructor]

By: _____

Title: _____

Date: _____

EXHIBIT A – BASE AND OPTIONAL CONSULTANT SERVICES

COLLABORATIVE CONSTRUCTION RESOURCES, LLC

(Collaborative Construction Resource Systems (CCRS))

Clients Name:

INITIAL CONSIDERATION STAGE

Base Consultant Services:

(Provided upon Consultant Agreement Execution)

Half-Day Introduction Meeting

(Purpose: Introduction to Building Information Modeling (BIM, ConsensusDOCS 300 Standard Form of Tri-Party Agreement for Collaborative Project Delivery and Lean Construction Principals/Methods collectively referred to as Collaborative Construction Resource Systems (CCRS))

Give power point presentation

Pass out and review Initial Consideration Notebook (containing power point presentation hard copy, steps, to do checklists, sample agreements, white papers, graphs, lists of advantages and challenges and special issues, articles, etc.)

Engage Clients and meeting attendees in a question and answer session

(Note: Can utilize GoToMeeting for remote meeting participants)

Optional Consultant Services:

(Provided only upon request of Clients)

Full-Day Follow-up Meeting

(Purpose: Follow-up meeting with Clients and Clients' extended staff, attorneys, risk Managers, BIM software consultant, etc. pertaining to BIM, ConsensusDOCS 300 Standard Form of Tri-Party Agreement for Collaborative Project Delivery and Lean Construction Principals/Methods Initial Consideration collectively referred to as Collaborative Construction Resource Systems (CCRS))

Facilitate group discussion pertaining to questions, concerns, issues arising from Initial Consideration Stage Introduction Meeting

Review with group Initial Consideration Notebook Steps completed and yet to complete

Review with group Clients' experience to date with BIM, ConsensusDOCS 300 Standard Form of Tri-Party Agreement for Collaborative Project Delivery and Lean Construction Principals/Methods

Facilitate a detailed group discussion on what it will take for the Clients to implement and/or work with BIM (internally and with outside entities)

Facilitate a detailed group discussion on what it will take the Clients to prepare to enter into ConsensusDOCS 300 Standard Form of Tri-Party Agreement for Collaborative Project Delivery (internally and with outside entities)

Facilitate a detailed group discussion on what it will take the Clients to adopt Lean Construction Principals/Methods (internally and with outside entities)
Review strategy options with group to best position Clients
Review next steps with group toward Clients' implementation and position

(Note: Can utilize GoToMeeting or GoToWebinar for remote meeting participants)

Follow-up In-Person or Online Meetings, Conference Calls, E-mails

When requested by the Clients, respond to or participate in follow-up meetings, conference calls, e-mails, etc. for or on behalf of the Clients pertaining to the Clients' further Initial Consideration of BIM, ConsensusDOCS 300 Standard Form of Tri-Party Agreement for Collaborative Project Delivery and Lean Construction Principals/Methods Initial Consideration

IMPLEMENTATION/POSITIONING STAGE

Optional Consultant Services:

(Provided only upon request of Clients)

Full-Day Facilitation Meeting

(Purpose: Facilitation Meeting with Clients and Clients' extended staff, attorneys, risk manager, BIM software consultant, etc. pertaining to BIM, ConsensusDOCS 300 Standard Form of Tri-Party Agreement for Collaborative Project Delivery and Lean Construction Principals/Methods collectively referred to as Collaborative Construction Resource Systems (CCRS) Implementation and Positioning)

Facilitate group discussion on questions, concerns, challenges arising from or since entire Initial Consideration Stage

Pass out and review with group Implementation/Positioning Notebook (containing recommended steps, strategy and positioning considerations, to do checklists, articles, etc.)

Facilitate a detailed group discussion on Clients' BIM implementation and/or interaction steps

Facilitate a detailed group discussion on Clients' steps necessary for Clients to negotiate and execute a ConsensusDOCS 300 Standard Form of Tri-Party Agreement for Collaborative Project Delivery

Facilitate a detailed group discussion on Clients' steps to implement Lean Construction Principals/Methods

Facilitate a detailed group discussion on Clients as possible parties to a ConsensusDOCS 300 Standard Form of Tri-Party Agreement for Collaborative Project Delivery

(Note: Can utilize GoToMeeting or GoToWebinar for remote meeting participants)

Half-Day or Full-Day Facilitation Meeting

(Purpose: Follow-up Facilitation Meeting with Clients as possible ConsensusDOCS 300 Standard Form of Tri-Party Agreement for Collaborative Project Delivery Parties)

Review with group an association checklist of considerations

Facilitate a group discussion between Clients as possible partner companies/organizations/entities

(Note: Can utilize GoToMeeting or GoToWebinar for remote meeting participants)

Follow-up In-Person or Online Meetings, Conference Calls, E-mails

When requested by the Clients, respond to or participate in and/or facilitate additional meetings, conference calls, e-mails for or on behalf of the Clients pertaining to the Clients' Implementation/Position pertaining to BIM, ConsensusDOCS 300 Standard Form of Tri-Party Agreement for Collaborative Project Delivery and Lean Construction Principals/Methods collectively referred to as Collaborative Construction Resource Systems (CCRS)

(Note: Can utilize GoToMeeting or GoToWebinar for meetings as needed)

PROJECT SPECIFIC STAGE

Optional Consultant Services:

(Provided only upon request of Clients)

Half-Day or Full-Day Kick-off Meeting

(Purpose: To initiate the negotiation of a ConsensusDOCS 300 Standard Form of Tri-Party Agreement for Collaborative Project Delivery between the Clients that fully utilizes BIM and Lean Construction Principals/Methods collectively referred to as Collaborative Construction Resource Systems (CCRS))

Confirm that Clients have sufficiently implemented and prepared or positioned themselves to be part of a ConsensusDOCS 300 Standard Form of Tri- Party Agreement for Collaborative Project Delivery that fully utilizes BIM and incorporates Lean Construction Principals/Methods

Pass out and review with the Clients a BIM/ConsensusDOCS 300 Standard Form of Tri-Party Agreement for Collaborative Project Delivery Pilot Project Guide Notebook (containing an overview, then considerable detail on each piece of the Pilot Project Puzzle, along with a breakdown of the Agreement Sections and the numerous contemplated Protocols, Exhibits, etc.

Facilitate a discussion on the Pilot Project Guide Notebook ConsensusDOCS 300 Standard Form of Tri-Party Agreement for Collaborative Project Delivery negotiation and execution steps

(Note: Can utilize GoToMeeting or GoToWebinar for meetings as needed)

Follow-up In-Person or Online Meetings, Conference Calls, E-mails

When requested by the Clients, participate in and/or facilitate additional meetings including management group meetings, conference calls, e-mails for or on behalf of the Clients pertaining to the Clients' negotiation and execution of a ConsensusDOCS 300 Standard Form of Tri-Party Agreement for Collaborative Project Delivery that fully utilizes BIM and Lean Construction Principals/Methods collectively referred to as Collaborative Construction Resource Systems (CCRS)

When requested by the Clients, participate in and/or facilitate additional meetings, conference calls, e-mails for or on behalf of the Clients pertaining to special issues, problems and challenges that may arise at any point during a Client's ConsensusDOCS 300 Standard Form of Tri-Party Agreement for Collaborative Project Delivery Project

(Note: Can utilize GoToMeeting or GoToWebinar for meetings as needed)

Overall Project Specific Facilitation to maximize Project Success

In addition to meetings and hourly work, assist the Clients and other ConsensusDOCS 300 Standard Form of Tri-Party Agreement for Collaborative Project Delivery Parties to achieve the highest level of Project success including but not Limited to assisting in achieving the best possible Project cost, quality, time while keeping legal and financial risk and disputes to an absolute minimum.

EXHIBIT B – CONSULTANT FEE AND PAYMENT SCHEDULE

COLLABORATIVE CONSTRUCTION RESOURCES, LLC

(Collaborative Construction Resource Systems (CCRS))

Clients Name:

INITIAL CONSIDERATION STAGE

Base Consultant Services:

(Provided upon Consultant Agreement Execution)

Half-Day Introduction Meeting

(See detail of Consultant Services in Exhibit A)

(\$850, plus expenses and any travel costs) (Due at end of Meeting)

Optional Consultant Services:

(Provided only upon request of Clients)

Full-Day Follow-up Meeting

(See detail of Consultant Services in Exhibit A)

(\$1,500, plus expenses and any travel costs) (Due at end of Meeting)

Follow-up In-Person or Online Meetings, Conference Calls, E-mails

(See detail of Consultant Services in Exhibit A)

(\$225/Hr., plus expenses and any travel costs) (Invoiced Monthly)

IMPLEMENTATION/POSITIONING STAGE

Optional Consultant Services:

(Provided only upon request of Clients)

Full-Day Facilitation Meeting

(See detail of Consultant Services in Exhibit A)

(\$1,500, plus expenses and any travel costs) (Due at end of Meeting)

Half-Day or Full-Day Facilitation Meeting

(See detail of Consultant Services in Exhibit A)

(\$850 or \$1,500, plus expenses and any travel costs) (Due at end of Meeting)

**Follow-up In-Person or Online Meetings, Conference Calls,
E-mails**

(See detail of Consultant Services in Exhibit A)

(\$225/Hr., plus expenses and any travel costs) (Invoiced Monthly)

PROJECT SPECIFIC STAGE

Optional Consultant Services:

(Provided only upon request of Clients)

Half-Day or Full-Day Kick-off Meeting

(See detail of Consultant Services in Exhibit A)

(\$850 or \$1,500, plus expenses and any travel costs) (Due at end of Meeting)

**Follow-up In-Person or Online Meetings, Conference Calls,
E-mails**

(See detail of Consultant Services in Exhibit A)

(\$225/Hr., plus expenses and any travel costs) (Invoiced Monthly)

Overall Project Specific Facilitation to Maximize Project Success

(See detail of Consultant Services in Exhibit A)

Bonus of ____ % of Project Savings up to \$_____
(Per ConsensusDOCS 300 Paragraph 11.4)

Credit of ____ % of Project Losses up to \$_____
(Per ConsensusDOCS 300 Paragraphs 11.5 and 11.6)

(Due at Project Completion when final Project costs determined)

**EXHIBIT C – CONSULTANT PERSONNEL
COLLABORATIVE CONSTRUCTION RESOURCES, LLC
(Collaborative Construction Resource Systems (CCRS))**

Clients Name: