Introduction

This guide will describe what style choices should be followed in generating a Professional Service Agreement by Wermers Properties between an Owner and a Consultant. This document should be the chief reference point if questions arise when creating a Professional Service Agreement. Should an inquiry not be addressed in this guide, refer to the following sources:

- Style
- Non-Technical Spellings
- Technical Spellings
- The Chicago Manual of Style, 16th Edition
- Merriam-Webster Online Dictionary
- Consultant Proposal*

*Should a technical term need to be included in the Attachments of the agreement, refer to the proposal provided by the Consultant for spelling (see Contact Populations and Attachments).

General Information

Agreement is between Owner and Consultant for the specified Project, but must always include the contact information of Owner’s Representative. The agreement is not valid unless signed by both Owner and Consultant. Once signed by both parties, it is considered executed.

The Agreement includes the following sections:

1. BASIC TERMS
2. THE SERVICES
3. TERM
4. COMPENSATION
5. CONFIDENTIALITY
6. OWNERSHIP OF DOCUMENTS
7. MANUFACTURER DOCUMENTATION
8. BOOKS AND RECORDS
9. INSURANCE
10. INDEMNITY
11. TERMINATION
12. DISPUTE RESOLUTION
13. MISCELLANEOUS

ATTACHMENT A SCOPE OF SERVICES

ATTACHMENT B SCHEDULE OF SERVICES

ATTACHMENT C SCHEDULE OF VALUES

ATTACHMENT D INSURANCE REQUIREMENTS

The language and terms of Sections 2 through 13 and Attachment D does not change between each Project. Please note, however, that the Consultant or Owner may request a change to these sections that can be accommodated. These sections are written in third person and simple future tense, but may be either active or passive voice depending on the requirement.

Example:

Active Owner may reasonably increase, reduce, or otherwise change the Services or the Performance Schedule by a written change order.

Passive Consultant represents that it has carefully examined the Project...

For Attachments A, B and C, always use future active voice. Do not use imperatives. Do not use contractions. Use noun stacks in Attachments when applicable based on Consultant’s Proposal, which is the document necessary to build the Agreement (see Population and Attachments). Each page should be numbered Page X of X on the bottom right of each page.

Document Template Style

All text should be represented in this style unless otherwise indicated in this guide:

<table>
<thead>
<tr>
<th>Font</th>
<th>Calibri</th>
</tr>
</thead>
<tbody>
<tr>
<td>Size*</td>
<td>11 pt.</td>
</tr>
<tr>
<td>Case</td>
<td>Sentence Case</td>
</tr>
<tr>
<td>Paragraph Spacing</td>
<td>12 pt.</td>
</tr>
<tr>
<td>Margins</td>
<td>1 inch</td>
</tr>
<tr>
<td>Text Alignment</td>
<td>Justified</td>
</tr>
</tbody>
</table>

*All font size should be 11 pt. except for the title of the Agreement on the front page. This should be 20 pt.

Headings

All headings included in the document are static and are included to divide the sections. Headings should be descriptive of the content of that section or subsection. Sections 1 through 13 above and
Attachment D have levels. Attachments A, B, and C may have headings, but it is not necessary. Headings should appear as follows in Sections 1 through 13:

1. Level 1
   1.1 Level 2
   1.1.1 Level 3

Levels 1 and 2 require a description of the proceeding content in the form of a heading. Level 1 headings are all caps followed by a period. Level 2 is sentence case, with the first letter of the first and last word in the heading, as well as any proper nouns, capitalized and also followed by a period. Content begins on the same level as the heading for Level 2 with two spaces after the heading’s period. Level 3 has no heading. All headings are boldface (see Font Highlighting). Level 1 is justified left with five spaces in between the numeral designator and the heading. Levels 2 and 3 are flush and indented 5 spaces with 5 spaces in between the numerical designator and the heading. Avoid stacked headings in Sections 1 through 13, unless they are different level headings, in which stacked headings are permissible.

Example:

4. COMPENSATION.

4.2 Invoices. Consultant shall bill Owner...

4.3.1 Invoices must be accompanied by the appropriate...

For Attachment D, headings are styled in the same as Level 2 above, but instead of a five spaces, they have 0.25” between the numeric designation and the heading.

Example:

1. Worker’s Compensation and Employer’s Liability Insurance. The Worker’s Compensation insurance must be in the form and amount...

The Attachment headings are all center justified with a 1” margin from the top (see Contact Population and Attachments). The heading on the 1st page of the Agreement is 60 pt. from the top margin and is all caps, underlined and has center alignment (see Font Highlighting).

Example:

ATTACHMENT A
SCOPE OF SERVICES
Heading titles do not change between documents, but sections may be removed per Consultant or Owner request. If removed, keep the numbering the same and replaced the removed sections with “Intentionally Removed.” between two brackets. Do not bold.

Example:

13. MISCELLANEOUS

13.1 [Intentionally Removed.]

Because the content of Attachments A, B, and C are dependent on the Consultant’s trade, there is more flexibility in their styling. As such, stacked headings are both permissible and sometimes necessary in the Attachments (see Contact Population and Attachments).

Punctuation

Hyphen

Use a hyphen for all compounded words. Hyphens may be permissible in Attachments to indicate range, but should appear nowhere else in the Agreement (see Population and Attachments). Use hyphen whenever the Contract Number or Cost Code is used.

Example:

sub-consultants, non-payment

Contract Number 1603-3201

Cost Code 32-100

Comma

Do not use a comma before the last item in a list. Use a comma to separate digits with values above one thousand.

Example:

Consultant shall keep the project free and clear of all liens and immediately discharge, bond over or otherwise cause any...

$2,000,000

Semicolon


Only use semicolon in Attachment D for Level 3 Roman numeral list. Semicolon is not standard for use in Attachments A, B, or C (see Contact Population and Attachments).

Example:

(i) Independent Contractor’s coverage (liability which Consultant may incur as a result of the operations, acts or omissions of sub-consultants, suppliers and their agents or employers);

Period

Periods should be used at the end of every sentence and followed by a space. Use a period after every heading designator for Level 1. Use a period after a Level 2 heading designator if there is a Level 3 immediately following, otherwise do not use a period. Never use a period after a Level 3 heading designator. Use a period after each heading (see Headings).

Example:

Failure to meet the Performance Schedule is a material breach of this Agreement.

1.1

4.2.3

Colon

Use a colon to designate a list to follow or when preceding information that changes between Agreements (see Contact Population and Attachments). Use a colon in all areas of the document that will be populated with Consultant, Owner or Owner’s Representative information such as name, address, and contact (see Contact Population and Attachments).

Example:

The Employers’ Liability minimum limits required are as follows:

(a) $1,000,000 each accident

(b) $1,000,000 Disease - Policy Limit

1. BASIC TERMS.

1.1 Owner:

Quotation Marks

Place in quotation marks and emphasize in bold any defined term linked to an autonomous definition.
Example:

Consultant, its employees, agents and sub-consultants may be granted access to certain information regarding Owner, its properties, designs, business methods and strategies that are not available to the public ("Confidential Information").

All other punctuation not addressed above may be used in Attachments A, B, and C at the discretion of the user of this guide (see Contact Population and Attachments).

**Capitalization and Abbreviations**

**Capitalizations**

Use capitalization for any defined term link to an autonomous definition, including the nouns that refer to the parties using the agreement i.e. the Owner and the Consultant. Follow the capitalization rule for defined terms as if they were titles; capitalize all words in titles and headings with the exception of articles (a, an, the), short prepositions (in, on, of), and conjunctions (and, but, for, nor, or, so, and yet).

Example:

Owner retains Consultant to provide the professional services (the “Services”).

**Abbreviations**

Avoid abbreviations to remove ambiguity. Abbreviations in the form of acronyms may be used, but should be contained within that section so as there is no requirement of reference to its earlier definition. However, autonomous definitions should be considered abbreviations, but their treatment is defined above in Capitalization.

Example:


CGL Insurance must include the following coverage:

**Font Highlighting**

**Underline**

Underline any reference to Attachment A, B, C, or D. Underline anytime there is a reference to a section within a section that is not the same section. The heading on the front page of the Agreement is underlined (see Headings). An underline must also be used when an action by the Consultant should be directed to the Owner’s Representative and not the Owner. A double underline may be used for emphasis only in Attachment D of the Agreement.
Example:

**Attachment A**

3. TERM. The term of this Agreement will extend from the Effective Date until the completion of the Services, unless terminated as set forth in Section 11.

All invoices shall be submitted to the Owner’s Representative.

(iv) Broad Form Property Damage coverage, including completed operations;

**Bold**

All headings should be boldface (see Headings). All terms followed by a colon are boldface (see Population and Attachments).

**Italics**

Never use italics unless a stacked heading is necessary, which is only permissible in the Attachments (see Population and Attachments).

**All Caps**

Level 1 headings are all caps (see Headings). Attachment headings are all caps and all caps may be permissible elsewhere in the Attachments if deemed necessary (see Contact Population and Attachments). The heading on the front page of the Agreement is all caps (see Headings).

Example:

ATTACHMENT A
SCOPE OF SERVICES

**Numbers and Symbols**

**Numbers**

All numbers should be written as numerals, but may also be written as a word and followed by a parenthetical reference with the numeral, but this is only permissible in the Attachments (see Contact Population and Attachments). All currency must be in numerals.

Example:

(viii) The CGL Insurance will be maintained in force for a period of five (5) years after substantial completion of the project.

**Symbols**
The only symbol that should appear in the Agreement is the dollar sign ($) and it must always be followed by numerals.

Example:
$1,000,000

Lists

Bulleted lists may be used in Attachment A, B, and C (see Contact Population and Attachments). Otherwise, only alphabetical and Roman numerical lists should be used on the unchanging portion of the Agreement and will only be found in Attachment D. Alphabetical lists shall be lowercase in alphabetical order beginning with (a). The list should be indented 5 spaces from the left and should have 10 spaces in between the designator and the content of that line. Roman numeric lists shall be indented 7 spaces from the left and also must be in descending order beginning with (i). There should be 5 spaces in between the designator and the content of that line.

Example:
(a) $1,000,000 each accident
(ii) Personal Injury coverage;

Tables and Figures

Tables

A table is only required on page 1, 6, and 7 of the Agreement, but also may appear in Attachments A, B, and C (see Contact Population and Attachments).

The table that appears under Section 1 should have invisible borders. The table has 3 columns and 5 rows. The leftmost column contains the numeric Level 2 heading (see Headings). The middle column should outline what designated party on the right is as it appears throughout the Agreement. This serves as autonomous definition and therefore a colon should follow. The rightmost column should have the proper contact and address information that would populate those designations.

Example:

| 1.1 | Owner: | OWNER NAME  
|  |  | Street Address, Suite #  
|  |  | City, State Zip Code  
|  | Owner’s Representative: | OWNER’S REPRESENTATIVE NAME  
|  |  | Street Address, Suite #  
|  |  | City, State Zip Code  
|  | Contact: First Name Last Name  
|  | Phone Number  

Email

1.3 Consultant: CONSULTANT NAME
Street Address, Suite #
City, State Zip Code

Contact: First Name Last Name
Phone Number
Email

1.4 Project: PROJECT NAME
Project Address

1.5 Contract Amount: $XXXXX (Fixed or Hourly)

The table on page 6 should also have invisible borders. It has 1 row and 2 columns. The right column repeats the contact information of the Owner’s Representative and the left column repeats the contact information of the Consultant.

Example:

<table>
<thead>
<tr>
<th>CONSULTANT</th>
<th>OWNER’S REPRESENTATIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Name</td>
<td>Company Name</td>
</tr>
<tr>
<td>Street Address, Suite #</td>
<td>Street Address, Suite #</td>
</tr>
<tr>
<td>City, State Zip Code</td>
<td>City, State Zip Code</td>
</tr>
<tr>
<td>Consultant Contact Name</td>
<td>Consultant Contact Name</td>
</tr>
<tr>
<td>Phone Number</td>
<td>Phone Number</td>
</tr>
<tr>
<td>Email</td>
<td>Email</td>
</tr>
</tbody>
</table>

The table on page 7 features the signature lines for the Consultant and Owner. It has 2 rows and 2 columns. For each entity the Owner must include, add a line that is preceded with “By” and a colon. The Consultant only requires the company name and the signatory’s position in the company.

Example:

OWNER: By: Owner

By: Owner

By: Owner Signature
Signatory’s Position
CONSULTANT: By: Consultant
Signatory’s Position

Include a line for the Owner and the Consultant to handwrite their signature and position at their respective companies. For the Owner, each preceding “By” should be populated electronically based on the Project (see Population and Attachments).

Figures

On the first page of the agreement, center below the PROFESSIONAL SERVICE AGREEMENT heading is text box. The text box has a red outline and a shaded effect. In the text box is the Contract Number and the Cost Code. Refer to the Master Development Budget for the specified Project to determine these numbers.

Example:

PROFESSIONAL SERVICE AGREEMENT

On the bottom right of each page, in the margins, there should be two ovals for both the Consultant and the Owner to initial.

Example:

Population and Attachments

Population

In the preceding section, all language that is italicized indicates that that information changes between each Agreement and must be populated according to those credentials. Population is also required for the Contract Number on the bottom left of each page in the margins, on the same parallels as the above ovals and page indication (see General Information). The date also must be populated on the front page.

Example:

This Agreement for Professional Services (the “Agreement”) is made and entered into as of NUMERICAL day of MONTH in the year of YEAR (the “Effective Date”) between:

Attachments
The Attachments have the most flexibility with style within the document because they are dictated by the Services outlined in the Consultant’s proposal. Use Calibri in 11 pt. as much as possible, but sometimes the Services will necessitate distinction in size between fonts. Use sections as much as possible to show increments in payment based on Service. Underline, boldface, and italicize to distinguish sections in the Attachments. Lists may be bulleted or numbered. For Attachment C Schedule of Values, always use a table to denote payment scheme. This table may or may not have invisible borders and the numbers of rows and columns differ depending on the Service. As a general rule, try to assimilate the style of the Attachments to requirements of style in the unchanging portion of the Agreement.