

## **GENERAL CONSULTING SERVICES AGREEMENT**

**THIS AGREEMENT**, made as of the \_\_\_\_ day of December, 2023, by and between GDS Associates, Inc. (“GDS Associates”), a corporation duly incorporated and validly existing under the laws of the State of Georgia, and \_\_\_\_\_ (“Client”), \_\_\_\_\_ and validly existing under the laws of the State of \_\_\_\_\_, (collectively, the “Parties”).

**WHEREAS**, GDS Associates is engaged in the business of providing professional engineering and general consulting services; and

**WHEREAS**, Client desires to retain the services of GDS Associates on a continuing basis; and

**WHEREAS**, GDS Associates is willing to provide Client with professional engineering and general consulting services on a continuing basis, and Client is willing to accept such services, all upon the terms and conditions contained herein.

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

### **1. PURPOSE OF AGREEMENT**

This Agreement shall be applicable, on a continuing basis, to all professional engineering, engineering consulting, and other consulting services performed for or on behalf of Client by GDS Associates (“Services”). Client and GDS Associates shall, from time to time, enter into Task Orders specifying the various Services to be provided by GDS Associates.

## **2. TERM**

(a) Except as otherwise provided herein, this Agreement is effective from the date first written above and shall remain in effect until terminated in writing by either party. Completion of any Services or Task Orders by GDS Associates shall not terminate this Agreement.

(b) This Agreement may be terminated upon the receipt of thirty (30) days' written notice of such termination by either party from the other and such termination thereby terminates all Task Orders.

(c) A Task Order may be terminated upon the receipt of ten (10) days' written notice thereof; provided, however, that such termination does not terminate this Agreement or any other Task Order.

(d) In the event of any termination under paragraph (b) and/or (c), GDS Associates shall be compensated as provided herein for all Services rendered up to and including the date of receipt of notice of termination.

## **3. SERVICES**

Regarding each Project Assignment, GDS Associates, upon Client's request, agrees to provide the Client a written Task Order which shall be used to define the agreed to Scope of Work, assigned personnel, hourly rates, cost, and deliverables. Such Task shall be executed by both the Client and GDS Associates prior to initiation of services.

#### **4. BREACH**

In the event either party hereto breaches any of the provisions of this Agreement, the non-breaching party at its option may give the breaching party written notice of such breach and shall allow the breaching party reasonable time to cure such breach. In the event such breach is not cured within said time, this Agreement and all Task Orders shall terminate, and Client shall compensate GDS Associates for all Services performed or contracted for up to and including the date of the termination of this Agreement and each Task Order.

#### **5. PAYMENT**

GDS Associates shall submit statements to Client for all charges and Services rendered by GDS Associates and for costs incurred by GDS Associates as provided in Exhibit A hereto. Client agrees to pay promptly to GDS Associates all amounts stated on each such statement. If payment is not received by GDS Associates within thirty (30) days after GDS Associates' delivery of such statement to Client by U.S. Mail or otherwise, the amounts due GDS Associates may include a monthly charge equal to the higher of: (a) the prime rate plus one percent (1%) divided by twelve (12); or (b) an amount equal to eighteen percent (18%) annually, one and one-half percent (1-1/2%) monthly. Such monthly charge shall accrue on all amounts due from said thirtieth (30th) day through the date on which such statement is paid in full; provided, however, that in no event shall such charge exceed the maximum legal rate allowable by law. Client understands and agrees that in the event of non-payment, GDS Associates may, after giving written notice to Client, suspend Services under this Agreement and under any Task Order between GDS Associates and Client. The failure of GDS Associates to impose any such charges or suspend any Services for any period of time shall not constitute a waiver of GDS Associates' right to do so at any future date.

In the event Client fails to pay GDS Associates all amounts which become due under this Agreement or any Task Orders, or fails to perform any of its obligations hereunder, and GDS Associates refers such matter to an attorney, Client agrees to pay, in addition to any amounts due hereunder, any and all costs incurred by GDS Associates as a result of such action, including reasonable attorneys' fees.

## **6. INDEMNIFICATION AND INSURANCE**

(a) Client understands and agrees that Client shall immediately indemnify and hold GDS Associates harmless against and in respect to, without limitation, any and all actions, suits, proceedings, demands, assessments, judgments, costs, expenses, losses or attorneys' fees (hereinafter referred to as "Liabilities") arising out of, in connection with, or as a result of the performance of Services or any Project Assignment by GDS Associates on behalf of Client; provided, however, that such indemnification shall not apply to the extent GDS Associates is liable for any such Liability due to GDS Associates' negligence.

(b) Without limitation, Client understands and agrees that in the event Client is required to indemnify GDS Associates under the provisions of this Paragraph 10 for Services, or costs or expenses associated thereunder, the terms and conditions for compensation of GDS Associates contained in Paragraph 6 hereof shall be controlling where applicable and to the fullest extent possible.

## **7. SPECIAL AND CONSEQUENTIAL DAMAGES**

In no event shall GDS Associates be liable for any special or consequential damages even if GDS Associates has been advised of the possibility of such damages.

## **8. GENERAL**

This Agreement supercedes all prior agreements between GDS Associates and Client and contains the entire agreement of the Parties hereto regarding the subject matter hereof, and no representation, inducement, promise or agreement, oral or otherwise, between the Parties hereto regarding the subject matter hereof, not embodied herein, shall be of any force or effect. The provisions hereof shall inure to the benefit of and be binding upon the Parties hereto, their legal representatives, successors, and permitted assigns.

## **9. SEVERABILITY**

If any clause or provision of this Agreement is held or deemed to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, then and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be deemed to have been added as a part of this Agreement, a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible, and at the same time, be legal, valid, and enforceable. All rights, powers, and privileges conferred hereunder upon the Parties hereto shall be deemed cumulative of and in addition to those provided by law.

## **10. ASSIGNMENTS**

This Agreement or any Task Order may not be assigned by either party without the written approval of the other party; provided, however, approval of such assignment shall not be unreasonably withheld.

## **11. WAIVER**

Any waiver at any time by either party hereto of its rights with respect to the other party or with respect to any matter arising in connection with this Agreement or a Task Order shall not be considered a waiver with respect to any subsequent default or matter.

## **12. NOTICES**

All notices required to be given in writing under this Agreement shall be deemed delivered when deposited in the United States mail with first class postage prepaid unless otherwise provided herein. Such notice if being given to GDS Associates shall be addressed to:

President  
GDS Associates, Inc.  
Suite 800  
1850 Parkway Place  
Marietta, Georgia 30067

and if being given to Client shall be addressed to:

Client  
Address  
City, State Zip

Either party may change its respective notice address by written notice as specified above.

## **13. GOVERNING LAW**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

**IN WITNESS WHEREOF**, the Parties hereto have entered into this Agreement as of the date first written above.

**[Client]**

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

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

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

GDS ASSOCIATES, INC.

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

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

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