

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
(COMMISSIONING SERVICES)**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the _____ day of June, 2025 by and the Redwood City School District, ("District") and Cypress Engineering Group ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide project inspection services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Consultant shall commence providing services under this Agreement on June 16, 2025 and will diligently perform as required and complete performance by October 31, 2025, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

____X____	Signed Agreement
____X____	Workers' Compensation Certification
_____	Fingerprinting/Criminal Background Investigation Certification
____X____	Insurance Certificates and Endorsements
____X____	W-9 Form
_____	Other: _____
4. **Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Nineteen Thousand Dollars (\$19,000). District shall pay Consultant according to the following terms and conditions:
 - 4.1. Payment for the Work shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
 - 4.2. The Services shall be performed at the hourly billing rates and/or unit prices included in **Exhibit "B"**
5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District.
6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

7. Materials. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

8. Performance of Services.

8.1. Standard of Care. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

8.2. Meetings. Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

8.3. District Approval. The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

8.4. New Project Approval. Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.

9. Audit. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

10. **Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

11. **Termination.**

11.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

11.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

11.2.1. material violation of this Agreement by the Consultant; or

11.2.2. any act by Consultant exposing the District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

12. **Indemnification.** To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold harmless the District, their agents, representatives, officers, consultants, employees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Agreement unless the claims are caused wholly

by the sole or active negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

13. Insurance.

- 13.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 1,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 1,000,000
Workers Compensation	Statutory Limits

13.1.1. **Commercial General Liability and Automobile Liability Insurance.**

Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

13.1.2. **Workers' Compensation and Employers' Liability Insurance.** Not required, Consultant has no employees.

- 13.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

13.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

13.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

13.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

13.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

13.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

14. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

15. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

15.1. **LABOR CODE REQUIREMENTS:** Consultant shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District.

15.1.1. **Registration:** Contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.

15.1.2. **Labor Compliance:** This Contract is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

16. **Certificates/Permits/Licenses/Registration.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

17. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

18. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).

- ~~19. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services.~~
20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
- 21.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
- 21.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
22. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
23. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
24. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:

Redwood City School District
750 Bradford St
Redwood City, CA 94603
EMAIL: mcervantes@rcsdk8.net
ATTN: Martin Cervantes

Consultant:

Cypress Engineering Group
8 Harris Ct, Ste A8
Monterey, CA 93940
Email: chahan@cypresseg.com
ATTN: Chahan Shah

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and

agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

26. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
27. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
28. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
29. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
30. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
31. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
32. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
33. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
34. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been proper authority and empowered to enter into this Agreement.
35. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
36. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _____, 2025

Dated: June 13, 2025

Redwood City School District

Cypress Engineering Group

By: _____

By: 

Print Name: Dr. John Baker

Print Name: Metin Serttunc

Print Title: Superintendent

Print Title: Principal

Information regarding Consultant:

License No.: _____

26-2612846 _____:

Registration No.: _____

Employer Identification and/or
Social Security Number

Address: 8 Harris Ct, Ste A8
Monterey, CA 93940

Telephone: 831-218-1802/831-664-8779

Facsimile: _____

E-Mail: chahan@cypresseg.com

Type of Business Entity:

- ☐ Individual
☐ Sole Proprietorship
☐ Partnership
☐ Limited Partnership
☐ Corporation, State: _____
☒ Limited Liability Company
☐ Other: _____

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

_EXHIBIT "A"
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant's entire Proposal is **not** made part of this Agreement. If there is any conflict between Consultant's Proposal and any provision of this Agreement, the provisions of this Agreement shall control.



Hank Dagenais
Project Manager
Van Pelt Construction Services
450 Chadbourne Rd, Ste B
Fairfield, CA 94536

May 29, 2025

Re: **RCS D ADELANTE SELBY ELEMENTARY SCHOOL HVAC COMMISSIONING SERVICES**

Dear Mr. Dagenais:

We propose to furnish HVAC Commissioning Services covering the HVAC project at Adelante Selby ES per the attached Scope of Work.

The proposed fee for this work is **NINETEEN THOUSAND DOLLARS (\$19,000)**.

This proposal may only be modified in writing signed by all parties. In the event of litigation arising with respect to the payment of Cypress Engineering Group's invoices, the prevailing parties shall be entitled to reasonable attorney's fees and court costs. Any litigation between the parties shall be adjudicated in the County of Monterey, California. Our standard Terms and Conditions of Offer as attached are incorporated into this Proposal/Acceptance.

Billing will be on a monthly basis and payment is due net thirty (30) days from date of invoice, unless other arrangements have been made in writing in advance.

Please indicate your acceptance of this proposal by signing this letter and returning the same to our office, retaining a copy for your records. This proposal and pricing will expire in 90 days.

We appreciate this opportunity to be of service.

Sincerely,

Cypress Engineering Group

Chahan Shah, PE
Project Manager
chahan@cypresseg.com
831-664-8779

Van Pelt Construction Services

Signature: _____

Name: _____

Title: _____

Date: _____

Re: **RCSD ADELANTE SELBY ELEMENTARY SCHOOL HVAC COMMISSIONING SERVICES**

SCOPE OF WORK

◆ **Commissioning Services – Construction Phase**

1. Provide Commissioning Plan to include
 - a. Identify the equipment and systems to be commissioned
 - b. Define the scope of the commissioning process
 - c. Define the commissioning roles and responsibilities for each member of project team
 - d. Construction checklist development and execution
 - e. Functional test procedure format and development
 - f. Test readiness confirmation
 - g. Functional testing process - including management, execution and documentation
 - h. Issues log process
 - i. Contractor's Project Turnover Documentation requirements
 - j. Sampling Requirements
 - k. Define the milestones and commissioning activities with time interval
2. Conduct initial scope meeting with commissioning team members. Team members are General Contractor (GC), Owner Representative (OR), Mechanical Subcontractor (MC), TAB Subcontractor (TAB), Plumbing Subcontractor (PC).
3. Schedule commissioning meetings with related parties, as necessary. Commissioning meetings may be done remotely to coordinate commissioning activities. Kickoff meeting will be held on site prior to start of testing activities.
4. Provide system readiness checklists for equipment to be commissioned to the subcontractors for completion. System readiness to be filled by contractors to indicate equipment is started up per manufacturer's instructions and is ready for functional testing.
5. Provide Functional Test Forms to design team and subcontractors.
6. Before functional tests the following items need to be completed and reviewed by Commissioning Agent (CA):
 - a. All factory start-ups and system readiness forms completed by factory technician or subcontractor.
 - b. All the RFIs related to Commissioning activities are answered and executed by contractor
 - c. Control Systems need to be fully installed and operational.
 - d. Final TAB report is provided.
 - e. System readiness checklists are completed and signed by each responsible contractor.
 - f. Punch list items and corrections.
 - g. O&M Manuals for each commissioned equipment and systems are available and submitted to CA.
 - h. As-Built Drawings shall be completed and are ready at site.
7. Administer and document functional tests done by subcontractors.
8. Prepare field reports indicating the summary of the process and non-compliance items (part of commissioning issue log).
9. Provide and maintain commissioning issues log throughout construction process.
10. Prepare final commissioning report with recommendations.

Re: **RCSD ADELANTE SELBY ELEMENTARY SCHOOL HVAC COMMISSIONING SERVICES**

COMMISSIONED EQUIPMENT

- ◆ HVAC Systems
- ◆ HVAC Controls System
- ◆ TAB Verification

EXCLUSIONS

- ◆ Scheduled weekly construction meetings.
- ◆ Title 24 acceptance testing and documentation.
- ◆ Systems manual.
- ◆ Any work not mentioned in scope of work above.
- ◆ Electrical power distribution systems testing.
- ◆ Lighting controls commissioning.
- ◆ Envelope commissioning.
- ◆ Renewable energy systems.
- ◆ Fire alarm / fire sprinkler systems.

Re: **RCSD ADELANTE SELBY ELEMENTARY SCHOOL HVAC COMMISSIONING SERVICES**

TERMS AND CONDITIONS

Upon issuance of a purchase order, or any other written acceptance of a Cypress Engineering Group, LLC proposal, the undersigned indicates acceptance on the Client's behalf of these terms and conditions:

1. Cypress Engineering Group, LLC Scope of Work is proprietary. As such the work may not be duplicated nor used by anyone including, but not limited to, competitors or customers, without the express written agreement of Cypress Engineering Group, LLC and agreement of appropriate compensation. Such compensation shall be negotiated on a case-by-case basis.
2. Cypress Engineering Group, LLC requires written approval of this Proposal or a written purchase order number for billing purposes before work under this or any other Cypress Engineering Group, LLC contract may proceed on your behalf.
3. This proposal, unless otherwise indicated, is executed on a "Fixed Fee" basis. By issuing a purchase order or written approval to Cypress Engineering Group, LLC, you are agreeing that you have reviewed the scope of the project contained in this proposal and you are accepting it as full and complete, and that any work not included but that may be required will be at additional cost upon the further agreement of the parties.
4. Either party may at any time and without cause terminate this Agreement by giving 7 calendar days' written notice of termination to the other party. In the event of such termination, the Client will pay Cypress Engineering Group, LLC an appropriate prorated fee based on the stated "fixed fee" for all services rendered and expenses incurred by Cypress Engineering Group, LLC through the date of termination.
5. Nothing in this Agreement or in the course of dealing between the Client and Cypress Engineering Group, LLC pursuant hereto shall deemed to create between such parties (including their respective directors, officers, employees and agents) a partnership, joint venture, association, employment relationship of any other relationship other than that of customer and independent contractors with respect to each other.
6. Failure by either party to enforce any of the provisions of this Agreement or any rights with respect hereto or the failure to exercise any option provided hereunder shall in no way be considered to be waiver of such provisions, rights or options, or to in any way affect the validity of this Agreement. No waiver of any rights under either this Agreement, or any modification or amendment of this Agreement shall be effective or enforceable unless in writing and signed by both parties.
7. If the client fails to pay due amounts within fifty (50) calendar days of the date of the invoice, this shall constitute a Material Breach of the Agreement and the Engineer may, at any time, and without waiving any other claim against the Client and without thereby incurring any liability whatever to the Client, suspend this Agreement, or terminate this Agreement. The Client agrees to release the Engineer from any consequences of such suspension or termination of services due to the Client's non- payment of the Engineer's fees. Service charges of 1% per month shall accrue on all unpaid invoice amounts thirty (30) days after date of invoice unless prior arrangements have been made.

Re: **RCS D ADEL ANTE SELBY ELEMENTARY SCHOOL HVAC COMMISSIONING SERVICES**

LIABILITY

1. Cypress Engineering Group, LLC will prepare the agreed upon documents and execute the agreed upon services in accordance with generally accepted professional practices and in good faith for the intended use of the project and makes no further warranty either express or implied.
2. Cypress Engineering Group, LLC shall not be responsible for any costs that result from concealed conditions or any other conditions that are beyond their reasonable control, or that they would not reasonably be expected to have considered as part of a normal engineering and/or construction process. The total liability, if any, shall not exceed the amount paid under this contract.
3. Third Party Liability: Cypress Engineering Group, LLC shall not be responsible for the means, methods, procedures, performance, techniques, or sequences of construction, for safety on the job site, or for the contractors' failure to carry out the work in accordance with any applicable Engineering or Design Documents. Cypress Engineering Group, LLC shall not be responsible for the acts or omissions of any contractor or agent of any firm other than Cypress Engineering Group, LLC
4. Cypress Engineering Group, LLC shall not be responsible for evaluations or designs that indicate the need to repair, remove, encapsulate or enclose asbestos containing materials or installations. Should the services proposed herein indicate that asbestos abatement and/or treatment is required in any of the installations at the client's properties, a specialty contractor skilled and qualified in this type of work will be required under separate contract. The details of such a contract would be addressed on an as-needed basis at that time.
5. In recognition of the relative risks and benefits of the project to both Client and Cypress Engineering Group, LLC, Client agrees to limit the liability of Cypress Engineering Group, LLC, and its officers, employees and sub consultants to Client, as well as to the Owner, any and all other design professionals, all construction contractors and all subcontractors on the project arising out of or relating to Cypress Engineering Group, LLC's services on this project, such that the total aggregate liability to all those named shall not exceed the lesser of the damages actually sustained as a direct result of any proven negligent act or omission by Cypress Engineering Group, LLC, or the total fee for the services rendered by Cypress Engineering Group, LLC on this project. Client further agrees to require of his other contractors and their subcontractors an identical limitation of liability for Cypress Engineering Group, LLC's professional acts, errors, or omissions. Neither Client nor the contractor nor any of his subcontractors assumes any liability for damages to others which may arise on account of the professional acts, errors, or omissions of Cypress Engineering Group, LLC The fees quoted and agreed to by both parties of this Agreement are in light of these limitations and any increase in Cypress Engineering Group, LLC's liability from what is stated herein shall be specifically negotiated and established in writing.
6. Client agrees to defend, indemnify and hold harmless Cypress Engineering Group, LLC, its individual owners, directors, corporate officers, employees, agents and sub consultants from any such special, indirect or consequential damages claims against Cypress Engineering Group, LLC by any other third party for reasons beyond Cypress Engineering Group, LLC's control. Cypress Engineering Group, LLC shall be responsible only for its express negligence, recklessness or willful misconduct.

Re: **RCSD ADELANTE SELBY ELEMENTARY SCHOOL HVAC COMMISSIONING SERVICES**

7. If one or more of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected.
8. This Agreement constitutes the entire agreement of the parties and superseded all oral negotiations and prior writings with respect thereto.
9. Cypress Engineering Group, LLC and the Client are entering into this Agreement solely on the basis of the agreement and representations contained herein, and for their own purposes, not for the benefit of any third party.
10. This agreement shall be construed under the laws of the State of California. Any dispute regarding this agreement shall have venue in the Monterey County, California.
11. Notice required to be given, as a covenant to this proposal shall be tendered in writing. It may be so given transmitting same by personal delivery, or by first-class, postage prepaid mail to the corporate address of Cypress Engineering Group, LLC as follows:

Cypress Engineering Group, LLC
8 Harris Court, Ste A.8
Monterey, CA 93940

12. This proposal must be accepted in writing within 30 calendar days or it shall be automatically withdrawn and shall be of no force or effect.

EXHIBIT "B"
DESCRIPTION OF BILLING RATES

Lump Sum Fee of \$19,000

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Agreement.)