



# SAN MATEO-FOSTER CITY SCHOOL DISTRICT

Facilities Department | 1410 South Amphlett Boulevard, San Mateo, California 94402 |

## Independent Contractor For Professional Services Agreement (Non-Construction Related) San Mateo-Foster City School District

This Independent Contractor Services Agreement is made and entered into on October 31, 2019 ("Agreement"), by and between the San Mateo-Foster City School District ("District") and Cypress Engineering Group ("Contractor" or "Service Provider"). Service Provider and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. **Services.** Service Provider shall furnish to the District the following services ("Services" or "Work"). The Service Provider warrants that it is specially trained, licensed and experienced and competent to perform the Services. ☒ **As indicated in**

**Exhibit "A" or** ☐ **as follows:**

---

---

---

2. **Price & Payment.** Service Provider shall furnish the Services to the District for the following compensation:

- ☒ Service Provider is providing services for a total flat fee of: **\$58,000.00; or**
- ☐ Service Provider will provide a maximum number of hours of service at a rate of \$ \_\_\_\_\_ per hour for a total not to exceed \$ \_\_\_\_\_; **or**
- ☐ Other: \_\_\_\_\_

("Agreement Price"). Payment for the Services shall be made in accordance with the Terms and Conditions. District must approve Service Provider's form of invoice, which must be sufficiently detailed (e.g., name of school or department service was provided to, period of service, number of hours of service, brief description of services provided)

3. **Agreement Time.** The Agreement Time shall be calculated as follows:

The Services shall commence on October 2019 and be completed by September 2020 ("Agreement Time").

**Submittal of Documents.** Service Provider shall not commence the Services under this Agreement until Service Provider has submitted the following documents as indicated below (Check all that are required):

<input checked="" type="checkbox"/> Signed Agreement	<input checked="" type="checkbox"/> Insurance Documents	<input checked="" type="checkbox"/> W-9 Form
--	---	--

4. **Notice.** Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service addressed as follows (effective the business day next following delivery thereof to the overnight delivery service).

**San Mateo-Foster City School District**  
1170 Chess Dr.  
Foster City, CA94404  
Attn: Mark Sherrill

**Service Provider: Cypress Engineering Group**  
8 Harris Court Suite A8  
Monterey, CA 93940  
Attn: Metin Serttunc

5. **Fingerprinting / Criminal Background / Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Service Provider that will be on any school site and the employees of any subconsultants and/or subcontractors that will be on any school site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>). In addition, one of these two boxes below **must** be checked:

☐ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Service Provider's services under this Agreement and Service Provider certifies its compliance with these provisions as follows: "Service Provider certifies that Service Provider has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Service Provider's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of Service Provider, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."

☒ **[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]** Service Provider's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Service Provider's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Service Provider for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Ed. Code, § 45125.1 (c).)

District Representative's Name & Initials: Mark Sherrill: Construction Manager **INITIAL HERE:** MS

6. **Tuberculosis (TB) Screening.** Check one of the following boxes:

☐ The District has a statement of TB Clearance on file for each person.

☒ **Waiver of TB Screening.** Service Provider is not required to provide evidence of TB Clearance because Service Provider will not work directly with students on more than an occasional basis.

**INITIAL HERE:** \_\_\_\_\_ (Service Provider initials). **INITIAL HERE:** MS (District Representative initials)

7. **Insurance:** Service Provider shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Service Provider shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. Service Provider's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Service Provider shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Service Provider, subcontractor, or agent has been obtained.

<b>Commercial General Liability</b>	\$1,000,000 per occurrence; \$2,000,000 aggregate
<b>Automobile Liability, Any Auto, combined single limit</b>	\$1,000,000 per occurrence; \$2,000,000 aggregate
<b>Workers Compensation</b>	Statutory limits pursuant to State law
<b>Employers' Liability</b>	\$1,000,000
<b>Professional Liability (E&amp;O), If Service Provider is providing professional services or advice (on a claims-made form)</b>	\$1,000,000

8. **Terms & Conditions.** Service Provider has read and agrees to comply with the Terms & Conditions attached hereto.

**INITIAL HERE:** \_\_\_\_\_ (Service Provider initials).

**ACCEPTED AND AGREED** on the date indicated below. By signing this Agreement, each Party certifies, under penalty of perjury, that all the information provided in the Agreement is true, complete, and correct and that the person executing this Agreement has full power and authority to enter into the Agreement:

**Information regarding Service Provider:**

Indicate type of entity or if individual:

- ☐ Individual  
☐ Sole Proprietorship  
☐ Partnership  
☐ Limited Partnership  
☐ Corporation  
☐ Limited Liability Company  
☐ Other: \_\_\_\_\_

Employer Identification and/or Social Security Number: \_\_\_\_\_

**NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.**

**San Mateo-Foster City School District**

**Cypress Engineering Group**

Date: \_\_\_\_\_, 20\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: Patrick Gaffney

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

Print Title: Chief Business Officer

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

## **TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR SERVICES AGREEMENT**

1. **Expenses.** District shall not be liable to Service Provider for any costs or expenses paid or incurred by Service Provider in performing the Work.
2. **Materials.** Service Provider shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
3. **Independent Contractor.** Service Provider, in the performance of this Agreement, shall be and act as an independent contractor. Service Provider understands and agrees that he/she and all of his/her 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. Service Provider 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 Service Provider's employees.
4. **Standard of Care.**
  - 4.1. Service Provider represents that Service Provider has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Service Provider'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. Service Provider's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
  - 4.2. Service Provider hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
  - 4.3. Service Provider shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Service Provider understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Service Provider in performing the Services.
  - 4.4. Service Provider shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
5. **Originality of Services.** Service Provider agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Service Provider and shall not be copied in whole or in part from any other source, except that submitted to Service Provider by District as a basis for such services.
6. **Copyright/Trademark/Patent.** Service Provider understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Service Provider consents to use of Service Provider's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
7. **Termination.**
  - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Service Provider only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Service Provider. Notice shall be deemed given when received by Service Provider or no later than three days after the day of mailing, whichever is sooner.
  - 7.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
    - 7.2.1. material violation of this Agreement by Service Provider; or
    - 7.2.2. any act by Service Provider exposing the District to liability to others for personal injury or property damage; or
    - 7.2.3. Service Provider is adjudged a bankrupt or makes a general assignment for the benefit of creditors or a receiver is appointed on account of Service Provider's insolvency.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 Service Provider. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, Service Provider 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.

7.3. Upon termination, Service Provider shall provide the District with all documents produced maintained or collected by Service Provider pursuant to this Agreement, whether or not such documents are final or draft documents.

8. **Indemnification.** To the furthest extent permitted by California law, Service Provider shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("Claim"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Service Provider, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by Service Provider in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Service Provider proposes to defend the indemnified parties.

9. **Assignment.** The obligations of Service Provider pursuant to this Agreement shall not be assigned by Service Provider.

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

11. **Permits/Licenses.** Service Provider and all Service Provider's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

12. **Safety and Security.** Service Provider is responsible for maintaining safety in the performance of this Agreement. Service Provider shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

13. **Employment with Public Agency.** Service Provider, if an employee of another public agency, agrees that Service Provider

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.

14. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Agreements there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore Service Provider 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. In addition, Service Provider agrees to require like compliance by all its subcontractor(s).

15. **Workers' Compensation.** Service Provider shall comply with the provisions of Labor Code § 3700, et seq., that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Service Provider shall either be insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State or by securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure.

16. **Audit.** Service Provider shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Service Provider transacted under this Agreement. Service Provider shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Service Provider 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 Service Provider and shall conduct audit(s) during Service Provider's normal business hours, unless Service Provider otherwise consents.

17. **District's Evaluation of Service Provider and Service Provider's Employees and/or Subcontractors.** The District may evaluate Service Provider in any manner which is permissible under the law. The District's evaluation may include, without limitation: requesting that District employee(s) evaluate Service Provider and Service Provider's employees and subcontractors and each of their performance and announced and unannounced observance of Service Provider, Service Provider's employee(s), and/or subcontractor(s).

18. **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.

19. **Disputes:** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Service Provider shall neither rescind the Agreement nor stop Work.

20. **Confidentiality.** Service Provider and all Service Provider's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

21. **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.

22. **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 California county in which the District's administration offices are located.

23. **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.

24. **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.

25. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

26. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, Service Providers, or subcontractors are to smoke or use drugs or alcohol on these sites.

27. **Conflict of Interest.** Service Provider shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Service Provider shall not hire any officer or employee of District to perform any service by this Agreement. Service Provider affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between Service Provider's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to District's attention in writing. Through its execution of this Agreement, Service Provider acknowledges that it is familiar with the provisions of Section 1090 *et seq.* and Section 87100 *et seq.*, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Service Provider receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, Service Provider agrees it shall notify District of this information.

28. **Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to Service Provider absent formal approval.



# 2772/19

Exhibit "A"

Mr. Jose-Noel (Joel) Cadiz  
Director of Facilities, Maintenance Operations and Transportation  
San Mateo-Foster City School District  
1170 Chess Drive  
Foster City, CA 94404

October 18, 2019

**Re: BAYSIDE ACADEMY MULTIPURPOSE ROOM HEATING SYSTEM RENOVATIONS**

Dear Mr. Cadiz:

We propose to furnish mechanical engineering services covering Heating System Replacement project on Bayside Academy as described below and detailed in the scope of work. Engineering services include:

- Provide DSA submittal and required paper work
- Provide Structural Engineering calculations and support details
- Provide Electrical Engineering Services related to Heating System Replacement
- Coordinate the design with owner and incorporate district comment
- Bid administration and construction support services

Mechanical, Structural, Electrical Design Services	\$42,000.00
Construction Support Services	\$16,000.00

The proposed total fee for this work is **FIFTY EIGHT THOUSAND DOLLARS (\$58,000.00)**.

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

Sincerely,  
Cypress Engineering Group

Sefa Isik, PE, CSP  
Principal

Accepted:  
San Mateo-Foster City School District

By \_\_\_\_\_

Date \_\_\_\_\_



## SCOPE OF WORK

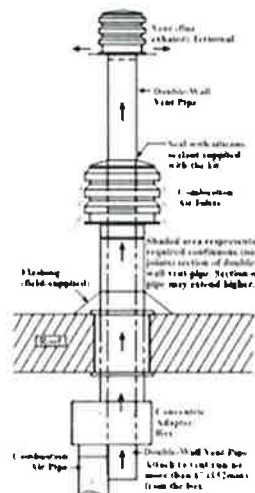
- **HVAC Services**
  - 1. Provide DSA submittal and required paper work
  - 2. DSA for back check appointment.
  - 3. Bid Administration and Construction Support Services
  - 4. Coordinate the design with owner and incorporate district comment
- **Main Multipurpose Room**
  - 5. Specify and Design Unit heaters (4) corners of the multipurpose room to provide code required heating

### REZNOR Model UDAS

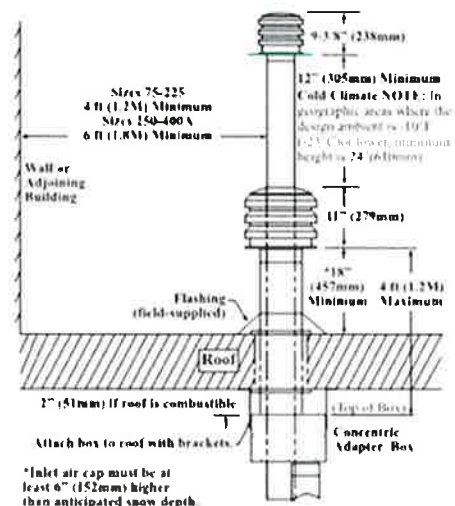


- 6. Show the unit heaters to have separated combustion air through the roof.

Vortical Vent Terminal/Combustion Air Inlet Assembly  
(Option CC2)



REAR VIEW



SIDE VIEW

- 7. Coordinate the power requirements and supports with electrical and structural consultants respectively.




- **Storage Room & Mezzanine Mechanical Room**
8. Show the demolition of existing boiler and hydronic system, complete.
  9. Show the existing return fan and supply fan, complete.
  10. Show existing outside air louvers in order to remove existing equipment. Existing equipment may require disassembling inside the mechanical room.
  11. Specify new outside opening sizes with new louvers.
  12. Design and specify supply fan array with VFD in order to provide code required ventilation.
  13. Connect the fan array to existing supply ductwork inside the mechanical room.
  14. Provide sequence of operation for
    - a. Minimum code required outside air at minimum speed
    - b. Whenever outside air is cooler than the inside air, increase the fan speed as needed with VFD controls.
  15. Provide ceiling fan(s) to minimize scarification and better air distribution, controls by switch

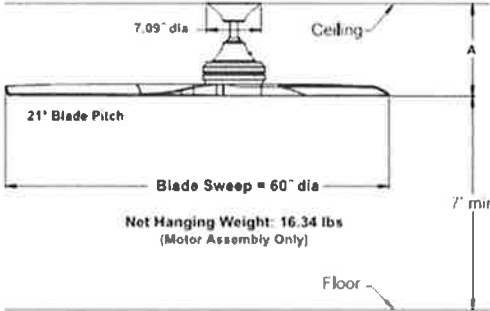
**SPITFIRE™**

**MA6721\*\***

**Ceiling Fan**



CHANGE FOR THE BETTER WITH ENERGY STAR



**INSTALLATION REQUIREMENTS:**  
Fan must be attached to a securely anchored electrical junction box capable of withstanding a load of at least 35 lbs.

**ELECTRICAL REQUIREMENTS:**  
Requires a grounded electrical supply line of 120 volts AC, 60 Hz, 15 amp circuit.

**MOTOR SPECS:**  
188 x 25 AC motor is designed for optimal performance with this fan.

**BLADE SET:**  
3 bladed blade sets are available in wood material — all sold separately. See our catalog or visit [www.fanimation.com](http://www.fanimation.com) for blade options.

	<b>A</b>
Fan w/4.5" downrod	12.00"
Fan w/12" downrod	19.50"
Fan w/18" downrod	25.50"
Fan w/24" downrod	31.50"
Fan w/36" downrod	43.50"
Fan w/48" downrod	55.50"
Fan w/60" downrod	67.50"
Fan w/72" downrod	79.50"

<b>Available Finishes</b>	
BN	Brushed Nickel
BL	Black
BS	Brushed Satin Brass
DZ	Dark Bronze
DF	Drift wood
GR	Matte Greige
GZ	Galvanized
MW	Matte White

<b>Airflow / Energy Efficiency Info (120V)</b>					
Fan Speed	Max RPM	CFM	CFM / Watts	Amps	Watts
High	130	6641	108	0.52	61
Med	98	4614	128	0.40	36
Low	54	2433	175	0.25	14

**Energy Guide FTC**

➤ <b>Plumbing Services</b>	<ol style="list-style-type: none"><li>1. Show the demolition of existing boiler and hydronic system, complete including all piping connections.</li><li>2. Design and show new gas piping including the sizes to new unit heaters.</li></ol>
➤ <b>Structural Engineering Services</b>	<ol style="list-style-type: none"><li>1. Review existing drawings as may be made available for our review to verify the adequacy of the framing to support the new equipment and/or does not exceed the 5% rule.</li><li>2. Provide calculations for support and anchorage of equipment (assumes that the 5% Rule is not exceeded);</li><li>3. Review and mark-up support details for anchorage and support framing prepared by Cypress Engineering;</li><li>4. Assist with DSA approval (this does not include attending the DSA Back Check)</li><li>5. Answering DSA back check comments.</li></ol>
➤ <b>Electrical Engineering Services</b>	<ol style="list-style-type: none"><li>1. Site Survey, gather and coordinate as-builts.</li><li>2. Show demolition of electrical portion of existing units.</li><li>3. Electrical work related to adding four unit heater and four ceiling fans in the space</li><li>4. Add Fire smoke dampers and Duct smoke detectors if necessary.</li><li>5. DSA Process/Bid Process</li><li>6. Submit Drawings &amp; Specs to DSA.</li><li>7. Coordinate and Respond to DSA comments.</li><li>8. Respond to Pre-Bid RFIs.</li><li>9. Respond to RFIs, Submittals and Shop drawings.</li><li>10. Provide Punch-list.</li></ol>
➤ <b>Construction Support Services</b>	<ol style="list-style-type: none"><li>1. Attend the bid walk through in order to explain the project to potential bidders.</li><li>2. Answer the bid questions to all the bidders minimum 3 days before the official bid date.</li><li>3. Provide Addendum drawings if necessary.</li><li>4. Attend the construction kick off meeting.</li><li>5. Review the construction submittal and coordinate with other consultants.</li><li>6. Attend the selective construction meetings in person (3 times) as required by district. (some of these in person meetings can be issue resolution meetings if necessary)</li><li>7. Attend the other construction meetings by phone if necessary.</li></ol>

➤ **Assumptions**

8. Provide a complete punch list at the end of the substantial construction completion.
9. Fill out the required DSA paper work in order to complete the job.
1. Project will be submitted to DSA for approval in 2020
2. CADD background files will be provided to Cypress Engineering Group (Add \$2,800 for producing main multipurpose room floor plan, mezzanine mechanical room floor plan and required elevations).
3. Book type specifications will be provided for bidding and construction.
4. The design and construction schedule will be coordinated with district representative during design
5. Storage and mezzanine is assumed to be non-rated (existing doors are non-rated). Any work related to rating the spaces is not part of the work.
6. There is no fire sprinkler in the space

**Exclusions**

1. Cost opinion.
2. Site Utilities (domestic water, irrigation, sanitary sewer)
3. Fire Sprinkler Design
4. Site Fire and Fire Protection.
5. Plumbing design except new gas piping.
6. Roof drain and rain water leader piping.
7. Storm drain.
8. Scheduled weekly construction meetings except mentioned above.
9. Title 24 acceptance testing and documentation.
10. Commissioning.
11. Any work not mentioned above.

### 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 be deemed to create between such parties (including their respective directors, officers, employees and agents) a partnership, joint venture, association, employment relationship or 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. The fee quotations contained herein are predicated upon the project and contract covering a single phase of work and shall not be construed to be a scope of work that would be convertible to a multi-phase project.
8. 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.

### 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.
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.