

MT. DIABLO UNIFIED SCHOOL DISTRICT
1936 Carlotta Drive
Concord, CA 94519

**AGREEMENT BETWEEN
MT. DIABLO UNIFIED SCHOOL DISTRICT
AND INDEPENDENT CONTRACTOR**

THIS AGREEMENT is made this _____ day of _____, by and between the Mt. Diablo Unified School District (hereinafter "District") and _____ (hereinafter "Contractor").

District hereby engages Contractor to render services under the terms and conditions of this Agreement.

1. Performance of Services

- (a) Contractor agrees to perform the services described on Exhibit "A" (hereinafter "Services") on page 5 of this Agreement as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials, tools and transportation necessary for the performance of the services. Contractor may, at Contractor's own expense, use non-District employees to perform the Services under this Agreement. Subcontractors may be used only with the written approval of the District.
- (b) Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

2. Compensation. District agrees to compensate Contractor for the performance of the services on the following basis:

Not to exceed \$ _____ for Services.

The basis of the fee for Services shall be as follows:

- a. \$ _____ per hour, b. \$ _____ per day, or c. \$ _____ per engagement.

_____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ \$ _____

_____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ \$ _____

_____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ \$ _____

BUDGET CODE(S)

Check One:

- Partial Payments: Contractor shall invoice District on a monthly basis or as agreed to for all hours worked pursuant to this Agreement.
- Partial Payments: District shall make a payment per schedule detailed in Exhibit A. District Administrator will verify invoice indicating that all required services have been performed by each timeline.
- Payment in Full: Contractor shall invoice District on completion of services. District Administrator will verify invoice indicating that all required services have been performed.

Contractor shall be responsible for all expenses incurred in association with the performance of the Services.

3. Term and Termination. This Agreement will become effective on _____. This Agreement will terminate upon the completion of the Services or when terminated as set forth below.

Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching

party. Termination shall be effective immediately on receipt of said notice. Upon termination of this Agreement, District will compensate Contractor only for services satisfactorily rendered to the date of termination.

4. Relationship of the Parties. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor be considered an employee of District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall Contractor look to District as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to District's employees, including, without limitation, workers' compensation, disability insurance, vacation, or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.

Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payments upon demand.

5. Fingerprinting and Criminal Records Check of Contractor's Employees. Contractor shall comply with the provisions of California Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees. To the extent Education Code §45125.1 is applicable, Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District that such employee has not been convicted of a felony, as defined in Education Code §45125.1. Contractor shall provide the certification document attached hereto as **Exhibit ____** prior to commencing work under this Agreement.

6. Rules and Regulations. All rules, policies, and regulations of the Mt. Diablo Unified School District Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.

7. Indemnification. Contractor shall hold harmless, defend and indemnify District and its officers, elected and appointed officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.

8. Insurance. Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. 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.

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit (with aggregate limit no less than **\$4,000,000**). **EXCEPTION:** Contracts of less than \$7,500 need only provide general liability insurance of \$1,000,000 per occurrence.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Other Coverages When Applicable:**

- a. **Professional Liability/Errors & Omissions Liability:** \$1,000,000/occurrence, \$2,000,000/aggregate.
- b. **Sexual Abuse and Molestation Coverage:**
- c. **Cyber Insurance:**
- d. **Other:**

If the contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the contractor.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be named as additional insured by endorsement to the Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.

Primary Coverage

For any claims related to this contract, the Contractor’s insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

INSURANCE REQUIREMENTS

No waiver will be granted to eliminate the insurance requirements outlined in this contract. However, in special circumstances, certain insurance requirements may be modified or waived. The following items in Insurance, Section 8, are hereby waived or modified as follows (note, a waiver for one type of insurance does not constitute waiver for all):

Limits: _____

Other: _____

The initials of the Superintendent, or his/her designee, and the General Counsel, are **required** to waive or modify any Insurance requirements in this Agreement:

Superintendent or
his designee

General Counsel

- 9. Ownership of Designs and Plans. Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.
- 10. 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.
- 11. 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 telegram, overnight delivery service, or facsimile transmission, addressed as follows:

DISTRICT

CONTRACTOR

Mt. Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94519-1397
Attn: Superintendent

Bus. Name: _____
Attn: _____
Address: _____

Phone: _____
Fax: _____
Email _____
Tax ID #: _____

Any notice personally given or sent by telegram or facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day 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.

- 12. 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.
- 13. 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 Contra Costa County, California.
- 14. Attorneys' Fees. If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit as awarded by a court of competent jurisdiction, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.
- 15. 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.
- 16. Equal Employment Opportunity. It is the policy of the District that, in connection with all work performed under District agreements, there shall be no discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition and therefore the Contractor agrees to comply with applicable federal and state laws. In addition, the Contractor agrees to require like compliance by all subcontractors employed on the work.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

Name of Company/Organization or Independent Contractor/Consultant

By: _____
Signature of Principal/Budget Administrator Date

By: _____
Signature of Contractor/Consultant Date

Title: _____
Print Name and Title

Title: _____
Print Name and Title

Purchase Requisition # _____

Authorized and Approved by:

Superintendent/Designee

Date

Prior to commencement of service, sign and forward completed original contract packet to Purchasing.

Originator's Signature

Date

Site/Department Originating this Contract

Print Name of Originator and Title

Billing Address if reimbursed by outside agency—i.e. ASB, PTA, PFC

<p><i>Distribution</i> <i>original: Purchasing with Purchase Order</i> <i>copy: Contractor</i> <i>copy: Accounts Payable/Fiscal</i> <i>copy: Originator/Budget Administrator</i></p>
--

EXHIBIT “A”

LIST OF SERVICES, INCLUDING DATE(S), TO BE PERFORMED BY CONTRACTOR

**IF PARTIAL PAYMENTS ARE TO BE MADE TO CONTRACTOR ON A SCHEDULE
AS INDICATED ON PAGE 1, PLEASE LIST PAYMENT SCHEDULE HERE
(NOTE THAT ALL PAYMENTS ARE GENERATED FROM AN INVOICE).**

EXHIBIT “B”
Contractor REQUIRED to Complete
FINGERPRINTING AND CRIMINAL BACKGROUND CHECK
CERTIFICATION

Name of Contractor:		
Services to be performed under the Agreement:		
School(s) and Specific Location(s) where services will be performed:		
Term of Agreement:		
<i>Check the applicable box(es) and fill in any blanks.</i>		
1	<input type="checkbox"/>	The Contractor hereby certifies that it has completed the criminal background check requirements of Education Code (EC) section 45125.1 and that none of its employees that may come into contact with District students have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c). The following employees have successfully completed fingerprinting and criminal check clearance in accordance to law: (attach and sign additional pages, as needed)
2	<input type="checkbox"/>	The Contractor hereby certifies that its employees/subcontractors will have NO CONTACT with pupils. (No school-site services will be provided.)
3	<input type="checkbox"/>	The Contractor hereby certifies it qualifies for a waiver of the Department of Justice (DOJ) fingerprint and criminal background investigation for the following reason: Contractor and its employees/subcontractors will have LIMITED CONTACT with pupils. (Attach and sign additional page(s) with information about length of time on school grounds, proximity of work area to pupil areas; whether Contractor/its employees will be working by themselves or with others, whether Contractor will be under continued monitoring/surveillance by a District employee (provide name and title of District employee) and any other factors that substantiate limited contact.) [EC 45125.1 (c)]

Certification by Contractor

"I certify under penalty of perjury that the information provided herein is true and accurate. I further acknowledge that during the term of my Agreement with the District, if I learn of additional information which differs from the responses provided above, I promise to forward this additional information to the District immediately."

 Authorized Contractor Signature

 Print Name

 Date

REVISED August 18, 2021

July 27, 2021

Mount Diablo Unified School District

1480 Gasoline Alley
Concord, CA 94520

Attention: Charlie Beigarten, Senior Construction Manager

Email: beigartenc@mdusd.org

Subject: Engineering Design for Maintenance and Operation Yard Surveillance Camera System

SOBE Project No: 2102494

Dear Charlie,

We are pleased to submit our proposal to electrical engineering design services for Surveillance and Outdoor Lighting System at Maintenance and Operation Yard.

Project Intent: The installation of new outdoor lighting system and the installation of new exterior and interior surveillance system at M&O Yard. Surveillance system to be connected to existing IDF/MDF throughout multiple buildings.

Electrical Engineering:

1. Site visits to investigate existing site condition and exact IDF/MDF location to connect surveillance system to.
2. Site visit to investigate existing outdoor lighting system at M&O Yard.
3. Coordinate primary pathways with MDUSD network personnel.
4. Prepare engineering design to identify location of surveillance cameras to be located on building exterior and interior (only at operation building).
5. Prepare engineering design to add new outdoor lighting system at M&O Yard.
6. Prepare schematic diagram to identify system connections.
7. Prepare mounting details for surveillance system devices.
8. Prepare mounting details for outdoor lighting system.
9. Prepare control schematic for outdoor lighting system.
10. Prepare California Title-24 for Outdoor Lighting.
11. Prepare technical specifications and cost estimation.
12. Bidding and construction administrative support:
 - a. Bidding support
 - i. Respond to contractor questions during the bidding period.
 - b. Construction support
 - i. Respond to RFI's, review submittals and shop drawings.
 - ii. Assist in the review of contract change order request.
 - iii. Attendance of two site visits for punch walk and back-check.

Project Deliverables:

1. 50% Construction Documents
2. 95% Construction Documents
3. 100% Construction Documents / Bid Set



Clarifications and Exclusions:

1. Project will not be submitted to DSA for review and approval.
2. MDUSD will issue the Division 0 and 1 specification.
3. It is assumed that existing PDF drawings of site plan and interior plans are available for project use.

Compensation:

The overall fee shall be contracted on a Fixed Fee (FF), Not-to-Exceed (NTE) the amount of \$58,850 per the scope of work listed above. Reimbursable expenses are included in the fee above. This fee is based on the anticipated level of effort and the scope as we understand it. Fees for any changes in scope, beyond what is noted above, will be in addition to the above and shall not be charged without client authorization. The term of this agreement shall be from **8/18/21** to **7/31/22**.

If you are in agreement, kindly sign this proposal where indicated and email *Attention Contracts* to contracts-calops@salasobrien.com. By signing this proposal, Client authorizes the work to commence and agrees to Salas O'Brien's Standard Terms and Conditions hereby incorporated as Exhibit A. We thank you for this opportunity to be of service. Please do not hesitate to contact us with questions or comments.

Energetically yours,



Jeffry Gosal, PE
Principal
Salas O'Brien

Approved by: _____

Date: _____

Charlie Beigarten

Client Project Number: _____

(If applicable, please provide your project number when you sign this agreement and return.)



EXHIBIT A – SALAS O'BRIEN STANDARD TERMS AND CONDITIONS

- 1. Billing.** Salas O'Brien Engineers, Inc. ("Engineer") shall bill "Client" on or about the 1st of the month. Billing to be based on percentage of completion.
- 2. Payment.** All invoices are due and payable within thirty (30) days of invoice date. Interest may be charged at 1.5% monthly on all invoices over thirty days. In the event if any payment is unpaid on any invoice in excess of sixty (60) days, Client shall be deemed to be in substantial breach of the Agreement and Engineer may, in its sole discretion, elect to suspend its services hereunder without prejudice. Client shall reimburse Engineer for all costs of collections, including reasonable attorneys' fees.
- 3. Pricing.** Hourly rates provided for projects performed on a Time and Materials basis are subject to change annually on January 1.
- 4. Extra Services.** Services in addition to those set forth in the Agreement shall be charged at the Engineer's then prevailing rates and shall be in addition to the above agreed upon fees. No additional services shall be performed without written authorization from the Client.
- 5. Dispute Resolution.** The parties shall, as soon as reasonably practicable after one party gives written notice of a dispute to the other party, meet and confer in good faith regarding such dispute at such time and place as mutually agreed. All discussion pursuant to this Section 4 shall be considered settlement negotiations for the purpose of laws protecting statements, disclosures or conduct in such context, and all offers or other statements or conduct shall be protected under such laws. If no resolution is reached, the parties shall, within forty-five (45) days of the first meeting referred to above, attempt to settle the dispute by formal mediation in San Jose, California. If the parties cannot agree upon a mediator within such forty-five (45) day period, the American Arbitration Association in San Jose, California shall administer the mediation. Such mediation shall occur no later than ninety (90) days after the dispute arises. All findings of fact and results of such mediation shall be in written form prepared by such mediator and provided to each party to such mediation. In the event that the parties are unable to resolve the dispute through formal mediation pursuant to this Section 4, the parties shall be entitled to seek any and all available legal remedies.
- 6. Indemnification.** The Engineer agrees to indemnify and hold the Client harmless from any damage, liability or cost to the extent caused by the Engineer's grossly negligent acts, errors or omissions in the performance of professional services under this Agreement (except to the extent caused by the Client's or other parties' negligent or intentional acts or omissions). Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties expressly agree that the Engineer has no duty to defend the Client from and against any claims, causes of action, or proceedings of any kind. The Client agrees to indemnify and hold the Engineer harmless from any damage, liability or cost (including reasonable attorneys' fees) to the extent caused by a material breach of this Agreement by the Client or the negligent acts, errors or omissions of the Client or contractors, subcontractors, consultants or others for whom the Client is legally liable, and arising from the project that is the subject of this Agreement.
- 7. Insurance.** During the term of this Agreement, each party agrees to provide evidence of insurance coverage to the other party. In addition, the Engineer agrees to use commercially reasonable efforts to maintain continuous professional liability coverage for the period of design and construction of this project, and for a period of ten years following substantial completion, if such coverage is reasonably available at commercially affordable premiums. For the purposes of this Agreement, "reasonably available" and "commercially affordable" shall mean that more than half the design professional's practicing in the State of California as engineers for similar services are able to obtain such coverage.
- 8. Owner's Consultants.** It is understood and agreed that the Client may contract directly with other design professionals for design services: Engineer shall have no responsibility for any portion of the project designed by the Client's other consultants. The Engineer shall not be required to check or verify other consultants' construction documents and shall be entitled to rely on the accuracy and completeness thereof, as well as the compliance of such documents with applicable laws, codes, statutes, ordinances and regulations. The Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer harmless from any damage, liability or cost, including reasonable attorneys' fees and defense costs, arising in any way from the services performed by any other consultants to the Client. The Client further agrees to require all other consultants under separate contract to coordinate their construction documents with those of the Engineer, to promptly report any conflicts or inconsistencies to the Engineer and to cooperate fully in the resolution of those conflicts or inconsistencies.
- 9. Third Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Engineer. The Engineer's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against the Engineer because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all agreements with third parties, Home Owner's Associations and other entities involved in this project to carry out the intent of this Section 9.
- 10. Liability.** The Engineer is not responsible for job safety in, on, or around the project site (or sites). Any reviews the Engineer may make are not, and are not intended to be, reviews of safety practices. Client understands and agrees that the Engineer is not responsible for means, methods, or sequences of construction or job site safety or for the Contractor's errors. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND THE ENGINEER, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE ENGINEER AND ITS SUBCONSULTANTS TO THE CLIENT AND TO ALL CONSTRUCTION CONTRACTORS AND SUBCONTRACTORS ON THE PROJECT FOR ANY AND ALL CLAIMS, LOSSES, COSTS, DAMAGES OF ANY NATURE WHATSOEVER OR CLAIMS EXPENSES FROM ANY CAUSE OR CAUSES, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE ENGINEER AND ITS SUBCONSULTANTS SHALL NOT EXCEED \$150,000.00, OR THE ENGINEER'S TOTAL FEE FOR SERVICES RENDERED ON THIS PROJECT, WHICHEVER IS GREATER. SUCH CLAIMS AND CAUSES INCLUDE, BUT ARE NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT OR WARRANTY. ADDITIONALLY, IN NO EVENT SHALL THE ENGINEER, TO THE FULLEST EXTENT PERMITTED BY LAW, BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE
- 11. Opinion of Probable Cost.** In providing opinions of probable cost or construction cost, Client understands and agrees that the Engineering has no control over the costs or the price of labor, equipment or materials, or over the Client's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of the Engineer's qualifications and experience. The Engineer makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.
- 12. Force Majeure.** The failure of the Engineer to perform its obligations shall not be a breach of this Agreement or give rise to any right of termination or reversion if such failure is caused by restrictions of governmental agencies, labor disputes, inability to obtain necessary materials or any other reason beyond the Engineer's control; in the event of delay from any such cause, the obligation to perform shall be postponed for a period of time reasonably related to such cause.
- 13. Additional Items.** If project is suspended or abandoned prior to the completion of professional services, fees will become payable only for the services completed at the time of such suspension or abandonment. This Agreement may be terminated by either party at the conclusion of any phase by 10 days' written notice.
- 14. Successors and Assigns.** Neither party shall assign any rights or obligations under the Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any assignment of rights shall not work as a novation of obligations thereunder without written agreement. Any attempt to assign any rights, duties, or obligations under the Agreement without the other party's written consent will be void; provided that either party may assign this Agreement to a surviving entity in connection with any merger, acquisition or consolidation.
- 15. Entire Agreement.** This Agreement and its attachments set forth the entire agreement between the parties and supersedes any and all prior or contemporaneous agreements of the parties with respect to the subject matter contained herein. Engineer shall not be bound by, and specifically objects to, any term, condition, or other provision inconsistent with or in addition to any provision of this Agreement that is submitted by Client in any correspondence or any other document, unless Engineer specifically agrees to such provision in writing by an authorized representative. No change, amendment, or modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by both parties.
- 16. Governing Law.** This Agreement shall be governed by the laws of the State of California.
- 17. Counterparts.** This Agreement may be executed in one or more counterparts, all of which together shall constitute only one agreement. Signatures sent by facsimile transmission or in PDF format shall be deemed to be originals for all purposes of this Agreement.