



C. Overaa & Co.
 200 Parr Boulevard
 Richmond, CA 94801
 p (510) 234-0926
 f (510) 237-2435
 www.overaa.com

AGREEMENT FOR PROFESSIONAL SERVICES

Consultant:	Date of this Agreement:
Contact Person:	Agreement No.:
Address:	Phase Code:
Project:	(Tel)
Project Location:	(Fax)
Owner:	

This Agreement is made as of the date indicated above between the Contractor C. Overaa & Co, Inc. (“Overaa”) and Consultant. Overaa retains and hires Consultant to provide _____ for the Project. The Consultant’s Services shall be performed in accordance with the generally accepted principles and practices applicable to Consultant’s trade or profession under similar conditions at the same time and locality of the Project (“Standard of Care”). The Consultant’s liability under this Agreement, including without limitation for indemnity and reimbursement obligations, shall be determined based on its compliance with this Standard of Care. The Consultant represents that a) the Consultant, and the Consultant’s employees are properly licensed, registered, and/or certified as may be required under any applicable federal, state and local laws, statutes, ordinances, rules and regulations relating to Consultant’s performance of the Services; (b) performance of the Services will not violate any proprietary rights of any third parties including, without limitation, patents, copyrights, trade secrets or any other intellectual property right, (c) the provision of Services to Customer will not violate any applicable law, rule, regulation or judicial order, or violate any contractual obligation or confidential relationship which it may have to or with any third party, (d) any information Consultant may supply to Company or utilize in performing the Services will have been obtained lawfully, and (e) any deliverables generated using artificial intelligence (“AI”) must be disclosed in writing to Overaa, and Consultant shall verify their accuracy, completeness, compliance, and suitability for their intended purpose. Failure to comply shall constitute a material breach entitling Overaa to withhold payment, require correction or replacement at the breaching party’s expense, and pursue all other remedies under this Agreement or at law. All Services provided pursuant to this Agreement shall comply with all applicable laws and regulations. Consultant shall promptly advise Overaa of any change in the applicable laws, regulations, or other conditions that may affect Consultant’s Services.

1. Description of Services: (a) Consultant shall well and truly complete all Services outlined and implied in its Scope of Work for this Project, attached hereto as Exhibit “A” and incorporated by reference herein (“Services”) in accordance with the Standard of Care. Any conflicting terms or conditions on Consultant's proposal are of no force and effect. The Consultant represents that, based upon a reasonably thorough investigation of the existing conditions, the scope of Services described in Exhibit A is appropriate to complete the Project. Consultant shall execute the Work in a way that meets the project budget and schedule. All additional costs, including but not limited to redesign to do so, are borne by Consultant. Time is of the essence in this Agreement. Consultant shall coordinate its Services and cooperate with Overaa, the Owner, and other project consultants, if any, as necessary. Consultant will identify in writing, any decisions Overaa



must make or information Overaa must provide for Consultant to timely complete its Services. Consultant will update Overaa as appropriate, advising Overaa as to the status of Consultant's Services and the extent to which any missing information or decision may impact Consultant's Services.

2. Compensation: For the Consultant's Services in accordance with this Agreement, compensation shall be a stipulated sum of \$_____. Progress payments for Services and Additional Services, if any, will be made to Consultant payable forty-five (45) days from the date of the approval of Consultant's invoice. Overaa may withhold payment to the Consultant up to 150% of the amounts in good-faith dispute between Overaa and the Consultant.

3. Modification of Services; Change Orders: The Parties acknowledge and agree that during the term of the Agreement the Services may be modified and/or expanded from time to time upon a written Change Order. The Services of the Consultant shall be changed only by Overaa's written direction and must be made pursuant to a Change Order, executed by authorized representatives of the Parties, and expressly reference this Agreement. Changes resulting from such written direction are considered Additional Services, regardless of whether they increase or reduce the total value of this Agreement. Consultant's compensation for any Additional Services shall be calculated in an equitable manner and agreed upon by Overaa and Consultant. Written authorization by Overaa's designated representative for Additional Services to the Consultant's Agreement shall be a condition precedent to 1) Overaa's obligation to pay for such Additional Services and 2) Consultant's performance of such Additional Services.

4. Ownership of Documents: All plans, prints, models, drawings, specifications, computation, sketches, photographs, presentations, renderings, computer programs, and all other materials (collectively "the Materials") relating to the Services performed by Consultant for this Project shall be the property of Overaa. Consultant waives any claim of Ownership or copyright to any of the Materials produced for this Project. Consultant shall promptly deliver any such Materials to Overaa upon demand.

5. Mediation, Alternative Dispute Resolution: As a condition precedent to any litigation, all claims, disputes or other matters in question between the parties to this Agreement and arising out of or relating to this Agreement or breach thereof shall be subject to mediation under the auspices of a recognized, neutral third-party professional mediation service experienced in handling construction disputes, or other mediation method or service acceptable to the parties. The cost of the mediation service shall be borne equally by the parties. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by any applicable statutes of limitation. If Overaa is involved in any mediation, arbitration, or other legal proceeding which in Overaa's opinion involves issues for which Consultant is responsible, if requested by Overaa, Consultant agrees to cooperate with, join in and be bound by the results of such proceeding to the extent the result of such proceeding would be binding on Overaa. Should any legal proceeding be commenced between the parties arising from any work performed pursuant to this Agreement, the prevailing party in such proceeding shall be entitled to a reasonable sum for attorneys' and expert witnesses' fees.

6. Termination, Suspension or Abandonment: Overaa may terminate Consultant's services for its convenience upon not less than seven (7) days' written notice to the Consultant. In the event of termination, the Consultant shall cease performing Services and Additional Services promptly after receipt of such notice, and shall be paid for all work performed on a pro rata basis up to the notice of termination and for all costs incurred by the Consultant that could not have been avoided by reasonably prompt efforts by the Consultant to mitigate its cost upon receipt of the notice of termination. This will be Consultant's sole remedy in the event of Termination for Convenience. Consultant's insurance and indemnity obligations



hereunder survive the termination of Consultant's services for work performed by Consultant prior to termination.

7. Indemnification and Defense: To the fullest extent permitted under the statutes or public policy of the State of California and except for claims of professional errors or omissions (addressed below), Consultant shall indemnify, defend (with counsel reasonably acceptable to Overaa) and hold harmless Overaa and each of its officers, partners, joint ventures, affiliates, sureties, employees and agents ("Indemnitees") from and against all claims, demands, actions causes of action, damages, penalties, losses, costs and liabilities of whatsoever kind or nature, in any manner arising out of or in connection with or allegedly arising out of or in connection with Consultant's services. Consultant shall not be obligated to indemnify, defend or hold harmless Overaa or the Indemnitees for their own negligence, sole negligence, willful misconduct or for their own defects in design.

For claims of professional errors and omissions, Consultant shall indemnify and hold harmless Overaa and Indemnitees for all costs and expenses to the extent of Consultant's liability for its professional negligent acts, errors or omissions. Such duty to indemnify does not include the duty to pay for or provide an up-front defense against unproven claims or allegations, but Consultant shall indemnify and reimburse costs and expenses, including reasonable attorneys' fees incurred by Overaa, to the extent caused by the negligent professional acts, errors and/or omissions of Consultant or its Subconsultants.

Any termination or completion of Consultant's Services or this Agreement shall not terminate or limit any of Consultant's indemnity or defense obligations, and the indemnification and defense requirements of this paragraph shall extend to Claims occurring or asserted after any such termination or completion, as well as prior to any such termination or completion. Consultant's indemnity and defense obligations under this paragraph are not limited or affected by, and do not limit or affect, any of the insurance requirements or provisions set forth in this Agreement. The obligation of Consultant as described herein shall be subject to and construed in accordance with California Civil Code Section 2782.8.

8. Insurance: Prior to initiating Services under this Agreement, the Consultant shall provide to Overaa certificates of Consultant's Insurance evidencing coverage in force and limits , as follows:

- a. Professional Liability: \$2,000,000 per claim and annual aggregate.
- b. Commercial General Liability: \$2,000,000 per occurrence and \$4,000,000 aggregate.
- c. Workers Compensation and Employees' Liability Insurance: Employer's liability shall be an amount not less than \$1,000,000 for each accident for bodily injury and disease or the minimum standards in states where the Consultant maintains office locations, whichever is greater. The policy shall include a waiver of subrogation provision or endorsement in favor of Overaa.
- d. Automobile Liability Insurance: \$2,000,000 each accident, bodily injury and property damage, combined single limit. Such insurance will cover all owned, hired and non-owned vehicles.

Consultant's Commercial General Liability and Umbrella coverage shall be considered primary to, and without a right of contribution from any insurance purchased by Overaa. Overaa shall be named as an additional insured on Consultant's General Liability and Umbrella policies. All insurance policies required of Consultant must be underwritten by insurers authorized to conduct business in California and possessing



a minimum A.M. Best's rating A-, IX. Consultant shall furnish copies of all Certificates of Liability Insurance and applicable endorsements immediately upon execution of this Agreement, which shall be a condition precedent to Overaa's obligation to make payment to Consultant. Each policy shall provide that it may not be canceled, nor may the coverage be significantly altered, except on not less than thirty (30) days written advance notice to Overaa sent by certified mail. (Any cancellation for non-payment of premium may, at Overaa's option, be cured by Overaa and deducted from Consultant's fee.) Within thirty (30) days prior to the expiration of any policy, Consultant shall deliver a renewal certificate and applicable endorsements to Overaa via U.S. mail or email. A certificate of insurance shall be provided for a minimum of two years following completion of the project and subsequently will be provided upon written request by Overaa. Overaa and the Consultant waive all rights against each other and against Overaa, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance. Consultant shall require similar waivers from their Subconsultants and agents.

If any of Consultant's insurance policies are 'claims made' policies, then Consultant shall keep them in effect until the applicable statute of limitations period on the possible claims covered by the policy has expired or for a minimum of 3 years, whichever is longer.

If any of Consultant's insurance policies have a self-insured-retention, such policies shall allow Overaa the ability to pay the self-insured retention (SIR).

Consultant shall ensure that its subconsultants, all tiers, shall maintain insurance in like form, amounts, terms and conditions specified herein.

By requiring insurance herein, Overaa does not represent that the coverage and limits will necessarily be adequate to protect Consultant and such coverage and limits shall not be deemed a limitation on Consultant's liability under the indemnities granted to Overaa in this agreement.

9. Taxes and Contributions: Consultant assumes full and exclusive responsibility and liability for withholding and paying, as may be required by law (including all applicable fringe benefits), all federal, state, and local taxes and contributions and unemployment compensation, with respect to Consultant's earning hereunder, or salaries or other contributions or benefits paid or made available to any persons retained, employed, or used by or for Consultant or by any unlicensed contractor retained by Consultant, in connection with its Services and Additional Services, and shall make all returns and/or reports required in connection with any and all such laws, regulations, taxes, contributions, compensation, and benefits.

10. Additional Provisions: (a) Overaa and the Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement; (b) This Agreement represents the entire and integrated Agreement between Overaa and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. Except for written change orders issued by Overaa, this Agreement may only be amended or changed by written agreement, executed by both of the parties, which expressly amends this Agreement. **ONLY THE CHIEF OPERATING OFFICER (COO) OR CHIEF EXECUTIVE OFFICER (CEO) OF OVERAA HAS THE AUTHORITY TO EXECUTE AND TO BIND OVERAA TO ANY AMENDMENT TO THIS AGREEMENT, WAIVER OF ANY TERM, COVENANT OR CONDITION OF THIS AGREEMENT, OR ANY AGREEMENT OR MODIFICATION TO ANY AGREEMENT. ANY ATTEMPT TO UNILATERALLY MODIFY THIS AGREEMENT WITHOUT WRITTEN AUTHORIZATION FROM THE COO OR CEO, INCLUDING BUT NOT LIMITED TO ANY ADDITIONAL OR DIFFERENT**



TERMS OR CONDITIONS SET FORTH IN ANY INVOICE, PURCHASE ORDER, ACKNOWLEDGMENT, DELIVERY RECEIPT, DIGITAL TAG OR OTHER SUBSEQUENTLY EXECUTED DOCUMENT. ANY CHANGE ATTEMPTED TO BE IMPLEMENTED OR ENFORCED THROUGH ONE OF THESE OR SIMILAR DOCUMENTS THAT DOES NOT REPRESENT A WRITTEN AGREEMENT BY THE COO OR CEO OF OVERAA SHALL BE DEEMED VOID AND SHALL NOT MODIFY, AMEND, OR ALTER THE TERMS OF THIS AGREEMENT; (c) Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Overaa or the Consultant, except to the extent expressly provided in this Agreement; (d) It is expressly understood and agreed by the parties that if any provision of this Agreement should be held to be illegal, void, or otherwise unenforceable, then the Agreement shall be read as if such unenforceable provision was never included herein and the remainder of this Agreement shall be given full force and effect; (e) This Agreement is personal to Consultant. Consultant shall not assign this Agreement or delegate any obligations arising thereunder, whether voluntarily or involuntarily, or by operation of law, without the prior written consent of Overaa.

CONSULTANT

**C. OVERAA & CO.
 CONTRACTOR**

By _____
[signature]

By _____
[signature]

PLEASE SIGN AND RETURN BOTH COPIES OF THIS CONTRACT.



Consultant:

EXHIBIT A
Scope of Services dated XX/XX/XX