

AGREEMENT FINALIZING CONTRACT BALANCE

This Agreement Finalizing Contract Balance (hereinafter "Agreement") is made and entered into on this ____ day of March, 2013 between the County of San Luis Obispo (hereinafter "County") and Rajappan & Meyer Consulting Engineers, Inc. ("RM"). The County and RM are sometimes referred to individually herein as a "Party" and collectively as the "Parties."

RECITALS

On or about May 13, 2003, County and RM entered into an Agreement for Professional Engineering Services (the "RM Contract") relating to the public work improvement known as the Willow Road Extension Project (the "Project") whereby RM was to provide certain design engineering and surveying services for Phases I and II of the Project as more specifically described in the RM Contract and written amendments thereto. (The original contract and all subsequent amendments thereto shall hereafter be referred to as the "RM Contract.")

A dispute has arisen between the County and RM regarding what adjustments, if any, should be made to payments made by the County to RM under the RM Contract.

NOW THEREFORE, in consideration of the mutual promises contained herein, and intending to be legally bound thereby, the Parties agree as follows:

1. RM shall pay \$69,000.00 (Sixty-Nine Thousand Dollars) to the County within 60 days of the execution of this Agreement. The County agrees to not seek a refund from RM of any additional amounts that the County has paid under the RM Contract.
2. RM shall not be entitled to any further payment whatsoever from the County relating to the RM Contract or the Project. RM hereby waives any rights it may have to seek any further payment from the County relating to the RM Contract or the Project. Furthermore, RM hereby releases and forever discharges the County of and from any and all claims, demands, actions, or causes of action, for any and all costs incurred by RM with respect to the Project and/or the RM Contract.
3. In consideration of RM's agreement to pay \$69,000.00 to the County and to waive any claims for fees from the County related to the RM Contract or the Project, the County releases and forever discharges RM of and from any and all claims, demands, actions, or causes of action, for any and all costs incurred by the County with respect to the Project and/or CCOs identified in the Summary of Willow Road Phase I & Phase II Change Orders which was attached to the County's correspondence to RM dated 12/14/12.
4. The Parties agree that none of the releases contained in this Agreement constitute a release of any unknown claims or any future claims. Each Party preserves its rights under Civil Code Section 1542.
5. This Agreement, and all the provisions of this Agreement, shall be deemed drafted by all of the Parties hereto. There shall be no interpretation in favor of, or against, any particular Party as it relates to who drafted this Agreement. Each Party was represented by counsel in the negotiation and execution of this Agreement.

6. Each Party hereto has entered into this Agreement based solely upon the agreements, representations and warranties expressly set forth herein and upon his own knowledge and investigation. None of the Parties have relied upon any representation or warranty of any other party hereto except any such representations or warranties as are expressly set forth herein.
7. Each of the persons signing below on behalf of a Party hereto represents and warrants that he or she has full requisite power and authority to execute and deliver this Agreement on behalf of the Party for whom he or she is signing and to bind such Party to the terms and conditions of this Agreement.
8. This Agreement shall become effective as of the date it has been signed by all of the Parties ("Effective Date").

RAJAPPAN & MEYER CONSULTING ENGINEERS, INC.

By: _____

Keith Meyer

Title: Vice President

Date: _____

3/29/13

SAN LUIS OBISPO COUNTY

Chairperson of the Board of Supervisors
of the County of San Luis Obispo

Date: _____

ATTEST:

County Clerk and Ex-officio Clerk
of the Board of Supervisors of the
County of San Luis Obispo

By: _____

Deputy Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
Deputy County Counsel

By: _____

Chief Deputy County Counsel

Date: _____

4/2/13