CONTRACT for CONSULTANT SERVICES

FOR

Professional Engineering Services
Bob Jones Trail – Avila Beach – Trail Expansion – Octagon Barn
300020

THIS CONTRACT is entered into this ____ day of _____, 2015, by and between the COUNTY OF SAN LUIS OBISPO (hereinafter referred to as "County") and the Wallace Group (hereinafter referred to as "Consultant").

For the following services: **Professional Engineering Services for Bob Jones Trail – Avila Beach – Trail Expansion – Octagon Barn – Parking Area and Left Turn Lane** located at 4400 Octagon Way in San Luis Obispo, California.

That for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1 - RESPONSIBILITY AND SERVICES OF CONSULTANT

1.1 Commencing with a written Notice to Proceed, the Consultant will provide the services as described in the following Exhibits attached hereto and incorporated herein by reference as though here fully set forth:

EXHIBIT "A" - SCOPE OF SERVICES

1.2 Coordination: In the performance of the Consultant's services under this Contract, the Consultant agrees that they will maintain such coordination with County Personnel as follows:

The County Project Coordinator shall act as primary contact as described in Article 2.1. Although the **Consultant** may coordinate with other County departments/personnel including Administration, Environmental Coordinator, Energy Coordinator, and others as needed, only the Project Coordinator is authorized to give written approvals for Work that affect the Scope of Work and the Cost of the project on behalf of the **County**.

1.3 Neither the County's review, approval of, nor payment for, any of the services required under this Contract shall be construed as a waiver of any rights under this Contract, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's failure to perform any of the services required under this Contract.

ARTICLE 2 - RESPONSIBILITIES OF THE COUNTY

2.1 The **County** shall designate a representative, as Project Coordinator, authorized to act in the **County's** behalf with respect to the Project. The **County**, or such authorized representative, shall examine the documents submitted by the **Consultant** and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the **Consultant's** services.

2.2 The **County** shall furnish the Construction Boilerplate (Bidding Requirements, Contract Forms & General Conditions), the printing and distributing of the bidding documents, addenda, notices to the Contractor, and other documents to be distributed during the bidding phase.

2.3 The **County** shall identify the agencies having jurisdiction over the project, and furnish applicable construction standards.

2.4 The **County** shall furnish construction inspection and administration services as necessary to meet **County** requirements.

2.5 The **County** shall review documents prepared by the **Consultant** and render decisions in a timely manner to avoid unreasonable delay in the progress of the project.

2.6 The **County** shall pay fees of public agencies having jurisdiction over the Project.

2.7 The **County** shall arrange for the **Consultant** to gain access to all sites necessary to complete its services under this Contract.

2.8 The **County** shall furnish a legal description, parcel map and easements for the site. The **County** shall furnish information regarding the property boundaries and corner stakes.

2.9 The **County** shall furnish information from testing for the soils and geological reports, environmental studies, and other testing and studies conducted by the **County**.

2.10 The **County** shall provide full information about the requirements for the Project including budget limitations, scheduling and other programmatic information.

ARTICLE 3 - APPROVED CONSTRUCTION BUDGET

3.1 Part of the work of this Contract is to develop an **Approved Construction Budget**. Currently, the **County's** estimated construction cost is $ Not Used .

3.2 The work of this Contract is to design the facility within the **Approved Construction Budget** as established by the **County**. The **County's Approved Construction Budget** is $ Not Used . During the Pre-Design phase of the project, the **Consultant,** in cooperation with the **County**, will analyze the Design Program and the **Approved Construction Budget**. The **County** may, after such analysis, elect to adjust the **Approved Construction Budget** at that time, and any change in the Approved Construction Budget shall be at no additional cost to the **County.**

3.3 The **Consultant** shall complete the Design and Construction Documents, including all plans, designs, drawings, specifications and other Contract Documents, such that the construction cost of the work designed by the **Consultant** will not exceed the **Approved Construction Budget** established by the **County**. During all project phases, the **Consultant** shall maintain cost controls to deliver the Project within budget.

The construction cost, for estimating purposes, shall be the total cost or estimated cost to the **County** of all construction, furnishings, fixtures, and elements of the Project designed or specified by the **Consultant**.

It is also understood that if during any phase of the design it becomes evident that the cost will exceed the **Approved Construction Budget**, the **Consultant** shall notify the **County**. All work shall cease and be held in abeyance until differences in funding, scope and/or criteria are resolved and until such changes as may be necessary are executed. Such changes shall be made only with the approval of the **County** and at no additional cost to the **County**.

It is agreed that in the event no acceptable bid is received within the **Approved Construction Budget** the **Consultant** shall, at the direction of the **County** and at no further cost to the **County**, revise the Contract Documents for re-bid without significantly reducing the program objectives and the service levels, so as to

result in receiving a bid within the Approved Construction Budget. The **County** shall cooperate with the **Consultant** to evaluate options and alternatives for reducing the construction costs. The revised documents shall be reviewed and approved by the **County** prior to re-bid. Once the **Consultant** has revised the Contract Documents for re-bidding and either; (a) a re-bid is received within the Approved Construction Budget, or, (b) if the **County** approves a higher bid, then the **Consultant** shall be deemed to have designed the Project within the **Approved Construction Budget**. Should the **County** request the **Consultant** revise the Contract Documents for these purposes, the **Consultant** shall have **Thirty (30)** days to complete the required revisions.

ARTICLE 4 - FEE AND METHOD OF PAYMENT

The **County** will pay the **Consultant** a Fixed Fee equal to One Hundred Nine Thousand Seven Hundred and Fifty Nine Dollars ($ 109,759.00) for all work contracted in this Contract as described in Exhibit "A", for all expenses, and billed monthly.

ARTICLE 5 - MODIFICATION OF CONTRACT

This Contract may be modified only by a written amendment signed by the **County** and the **Consultant**. All modifications must be in writing and signed by the **County** representative with the authority to modify this Contract.

ARTICLE 6 - PAYMENT FOR EXTRA WORK OR CHANGES

6.1 Extra work or changes in the scope of work, time of performance, and amount of compensation, shall be authorized in writing prior to commencement of the work by the Building Facilities Manager and the General Services Director. Claims for Payment for approved extra work must be submitted by the **Consultant** within 30 days of completion of such work, and must be accompanied by a statement of itemized costs covering said work. Payment will not be authorized until said work is satisfactorily completed and approved by the General Services Director.

6.2 Extra work or changes in the work shall be performed either on an hourly rate basis with maximum value, or on a negotiated fixed fee basis. The compensation for extra work shall be negotiated using the rates specified by the **Consultant's** Hourly Rate schedule. These rates shall be used as information to assist in arriving at a Negotiated Fee for Additional Services.

ARTICLE 7 - COST DISCLOSURE - DOCUMENTS, RECORDS AND WRITTEN REPORTS

7.1 Pursuant to State of California Government Code, Section 7550, if the total cost of the Contract is over $5,000, the **Consultant** shall include in all final documents and in all written reports submitted, a written summary of cost, which shall set forth the number and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report. The Contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

7.2 Pursuant to State of California Government Code, Section 8546.7, every **County** contract involving the expenditure of more than $10,000 in public funds is subject to examination and audit of the Auditor General for a period of three years after final payment under the contract. The **Consultant** shall maintain books, records, documents and other evidence, accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Contract. The foregoing constitutes "records" for the purposes of this paragraph. The **Consultant** shall maintain and preserve, until three years after termination of this Contract, and permit the State of California or any of its duly authorized representatives, including the Comptroller General of the United States, to have access to and to examine and audit any pertinent books, documents, papers and records of the **Consultant** related to this Contract. The **Consultant** and **County** shall ensure the confidentiality of any records that are required by law to be so maintained.

ARTICLE 8 - SCHEDULE OF WORK

8.1 The **Consultant** shall commence work under this Contract upon receipt of a Notice to Proceed and shall prosecute the work diligently as described in Exhibit "A", so as to proceed with and complete the work in compliance with Exhibit "A" - Schedule of Work. Time is of the essence and failure of the **Consultant** to perform work on time is a material breach of this Contract.

ARTICLE 9 - CONSULTANT STAFF

9.1 The **Consultant** has been selected to perform the work herein because of the skills and expertise of key individuals. The **Consultant** shall contract for or employ at the **Consultant's** expense, **Sub-Consultants** to the extent deemed necessary for design of the project, and licensed as such by the State of California and all other **Consultants** as necessary for development of the project as required.

9.2 The **Consultant** shall designate **Jorge Aguilar and Craig Campbell**, whom, as long as their performance continues to be acceptable to the **County**, shall remain in charge of the services for the Project from beginning of the program development and design through completion of construction support services provided for in this Contract. Additionally, the **Consultant** must furnish the names of all other key people in the **Consultant's** firm who will be associated with the Project. If the designated lead or key person fails to perform to the satisfaction of the **County** upon written notice, the **Consultant** will have 10 working days to remove that person from the Project and replace that person with one acceptable to the **County**. A Project Manager and all lead or key personnel for any **Sub-Consultant** must also be designated by the **Sub-Consultant** and are subject to all conditions previously stated in this paragraph.

ARTICLE 10 - CONFLICT OF INTEREST

10.1 The **Consultant** covenants that the **Consultant** has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Contract and that no person having any such interest shall be employed by the **Consultant.**

10.2 Per Government Code Section 1090, no officer or employee of the **County** shall be financially interested in any contract made by them in their official capacity, or by any body or board of which they are members. The **Consultant** is subject to the requirements of the Political Reform Act as promulgated by the Fair Political Code of Regulations, Title 2, section 18000 et seq. The **Consultant** shall at all times comply with the applicable provisions therein, including, but not specifically limited to the California Code of Regulations, Title 2, Chapter 7 "Conflicts of Interest," section 18700 et seq. The **Consultant** shall also comply with all applicable provisions of other laws pertaining to conflict of interest requirements. If the **Consultant** must declare a conflict of interest, the **Consultant** shall forthwith report the conflict, in writing, to the **County** and shall provide any additional details requested by the **County** in a timely manner.

ARTICLE 11 - STATUS

11.1 The **Consultant** shall, during the entire term of the Contract, be construed to be an independent contractor and nothing in this Contract is intended, nor shall be construed, to create an employer-employee relationship, a joint venture relationship, or to allow the **County** to exercise discretion or control over the professional manner in which the **Consultant** performs the services which are the subject matter of this Contract. The services to be provided by the **Consultant** shall be provided in a manner consistent with all applicable standards and regulations governing such services.

11.2 The **Consultant** understands and agrees that **Consultant's** personnel are not and will not be eligible for membership in or any benefits from any **County** group plan for hospital, surgical or medical insurance or for membership in any **County** retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrues to a **County** employee.

ARTICLE 12 - REPRESENTATIONS BY CONSULTANT

The **Consultant** represents that the **Consultant** and each of the personnel employed or otherwise retained by the **Consultant** are properly certified and licensed under the laws and regulations of the State of California to provide the special services herein agreed to.

ARTICLE 13 - COVENANT AGAINST CONTINGENT FEES

The **Consultant** warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for them, to solicit or secure the Contract, and that they have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the **Consultant**, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Contract. For breach or violation of his warranty, the **County** shall have the right to annul this Contract without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

ARTICLE 14 - NONDISCRIMINATION

The **Consultant** shall comply with laws and regulations governing nondiscrimination in employment.

14.1 **Nondiscrimination**: The **Consultant**, with regard to the work performed by them during the Contract, shall not discriminate on the grounds of race, color or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The **Consultant** shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulation.

14.2 **Solicitation for Subcontracts, Including Procurement of Materials and Equipment**. In all solicitation, either by competitive bidding or negotiation, made by the **Consultant** for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the **Consultant** of the **Consultant's** obligations under this Contract and the regulations relative to nondiscrimination on the grounds of race, color or national origin.

14.3 **Prohibition:** There shall be no discrimination against any person employed pursuant to this Contract in any manner forbidden by Government Code section 12940, et seq, or any other law. Gender harassment is included in this prohibition as a form of discrimination.

14.4 **Harassment Warranty and Liability**: All **Consultants** have a contractual obligation to become fully trained and knowledgeable regarding behavior prohibited by law as gender harassment and at all times to comply with and ensure that all persons performing this Contract comply with an appropriate standard of conduct. Every **Consultant** who violates harassment laws shall be liable to the **County** for all claims, demands, damages, costs, expenses and attorney's fees incurred by the **County** as a result of behavior of any of the **Consultant's** personnel performing this Contract.

ARTICLE 15 - ENTIRE CONTRACT AND MODIFICATION

This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. The **Consultant** shall be entitled to no other benefits than those specified herein. The **Consultant** specifically acknowledges that in entering into and executing this Contract, the **Consultant** relies solely upon the provisions contained in this Contract and no others.

ARTICLE 16 - NON-ASSIGNMENT OF CONTRACT

Inasmuch as this Contract is intended to secure the specialized services of the **Consultant**, the

Consultant may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the **County** and any such assignment, transfer, delegation or sublease without the **County's** prior written consent shall be considered null and void.

ARTICLE 17 - ENFORCEABILITY

If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

ARTICLE 18 - LAW; VENUE

This Contract has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

ARTICLE 19 - INDEMNIFICATION

19.1 County Held Harmless – General Liability:
Except for the proportionate negligence of County, Consultant undertakes and agrees to defend, hold harmless County, and any and all County's Boards, officers, employees, and successors in interest, from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, reasonable attorney's fees and reasonable costs of litigation, damage(s) or liability of any nature whatsoever for death or injury to any person, including Consultant's employees and agents, or for damage to, or destruction of, any property of either party hereto, or of third persons, in any manner to the extent arising by reasons of the performance of this Contract on the part of Consultant, or any of Consultant's Sub-consultants, employees, or anyone for whom Consultant has obligated itself under this Contract, whether or not contributed to by any act or omission of County or any of the County's Boards, officers or employees.

19.2 County Held Harmless – Professional Liability:
Consultant undertakes and agrees to indemnify and hold harmless County, and any and all of County's Boards, officers and employees, from and against all losses and expenses, including, but not limited to, reasonable attorney's fees and reasonable costs of litigation, damages or liability of any nature whatsoever, for death or injury to any person, including Consultant's employees and agents, or for damage to, or destruction of any property of third persons, in any manner to the extent caused by the negligent performance of the professional services under this Contract on the part of the Consultant. Nothing contained in the indemnity provisions shall be construed to require Consultant to indemnify County, against any responsibility or liability in contravention of Civil Code 2782.

ARTICLE 20 - INSURANCE

The **Consultant**, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Contract. Such policies shall be maintained for the full term of this Contract and the related warranty period, if applicable and shall provide products/completed operations coverage for four (4) years following completion of the **Consultant's** work under this Contract and acceptance by the **County**. Any failure to comply with reporting provision(s) of the policies referred to above shall not affect coverage provided to the **County**, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term "**County**" shall include officers, employees, volunteers and agents of the County of San Luis Obispo, California, individually or collectively.

20.1 The **Consultant** shall procure the following required insurance coverage, at its sole cost and expense, and maintain in full force and effect for the period covered by this Contract such insurance. All insurance

coverage shall be placed with insurers which (1) have a Best's rating of no less than B+VIII and are admitted or authorized insurance companies in the State of California, or (2) insurers of equivalent documented quality which the County Risk manager has approved in writing.

20.2 **General Requirements:** The following requirements apply to all insurance to be provided by Consultant::

A. A Certificate of Insurance shall be furnished to County prior to commencement of work. Upon request by the County, Consultant shall make available for County's review and copying any insurance policy to the County within ten (10) working days.

B. County shall be given not less than thirty (30) days written notice of any cancellation of coverage.

C. Approval of the insurance by **County** shall not relieve or decrease the extent to which the **Consultant** may be held responsible for payment of damages resulting from **Consultant's** services or operations pursuant to this Contract.

D. The parties expressly agree that the indemnification and insurance clauses in the Contract are an integral part of the performance exchanged in this Contract. The compensation stated in this Contract includes compensation for the risks transferred to Consultant by the indemnification and insurance clauses.

20.3 **Commercial General Liability Insurance ("CGL"): Consultant** shall maintain in full force and effect, for the period covered by the Contract, Commercial General Liability Insurance with limits of liability of not less than the following: single limit coverage applying to bodily and personal injury, including death resulting there from, property damage, and automobile coverage in the total amount of $1,000,000; and includes the following coverage:

A. Personal Injury and Bodily Injury, including death resulting there from.

B. Property Damage.

C. Automobile coverage which shall include owned, non-owned and other hired vehicles.

D. The following endorsements must be provided in the CGL policy:

1. If the insurance policy covers an accident basis, it must be changed to "occurrence".

2. The policy must cover personal injury as well as bodily injury.

3. Blanket contractual liability must be afforded and the policy must contain a cross liability or severability or interest endorsement.

4. The County of San Luis Obispo, its officers, employees and agents shall be named as additional insured under the policy. The policy shall provide that the insurance will operate as primary insurance. No other insurance effected by the County whether commercial or self-insurance will be called upon to contribute to a loss hereunder. Nothing contained in this Contract shall be constructed to require Consultant's insurance to indemnify County in contravention of Insurance Code 11580.04.

20.4 **Professional Liability Insurance: Consultant** shall maintain in full force and effect, for the period covered by this Contract, professional liability "errors and omissions" insurance with limits of liability of not less than $1,000,000) per claim or occurrence to cover all services rendered by **Consultant** pursuant to this Contract.

20.5 **Worker's Commercial Insurance:** In accordance with the provisions of Labor Code Section 3700, if **Consultant** has any employees, **Consultant** is required to be insured against liability for Worker's Compensation or to undertake self-insurance. **Consultant** agrees to comply with such provisions before commencing the performance of the Work of this Contract.

ARTICLE 21 - TERMINATION FOR CAUSE

21.1 If the **Consultant** fails to perform **Consultant's** duties to the satisfaction of the **County**, or if the **Consultant** fails to fulfill in a timely and professional manner the **Consultant's** obligations under this Contract, or if the **Consultant** shall violate any of the terms or provisions of this Contract, or if the **Consultant**, **Consultant's** agents or employees fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the **County**, the **County** shall have the right to terminate this Contract effective immediately upon the **County** giving written notice thereof to the **Consultant**. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. The **Consultant** shall be paid for all work authorized under this contract and satisfactorily completed prior to the effective date of such termination as determined by the **County**.

ARTICLE 22 - TERMINATION FOR CONVENIENCE

County or Consultant shall have the right to terminate this Contract, without cause, by giving not less than seven (7) days written notice of termination.

If Consultant fails to perform any of its material obligations under this Contract, in addition to all other remedies provided by law, Agency may terminate this Contract immediately upon written notice.

General Services Agency Director is empowered to terminate this Contract on behalf of County.

In the event of termination, Consultant shall deliver to County copies of all reports, documents, and other work prepared by Consultant under this Contract, if any, and upon receipt thereof, County shall pay Consultant for services performed and supplies, materials, and equipment provided by Consultant to the date of termination.

ARTICLE 23 - SUSPENSION OF SERVICES

County may, without cause, order **Consultant** to suspend, delay or interrupt ("suspend") services pursuant to this Contract, in whole or in part, for such periods of time as **County** may determine in its sole discretion. **County** shall deliver to **Consultant**, written notice of the extent of the suspension at least seven (7) calendar days before the commencement thereof. Suspension shall be treated as an excusable delay and **Consultant** shall be compensated for such delay to the extent provided under this Contract.

Notwithstanding anything to the contrary contained in the Section, no compensation shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by a cause for which **Consultant** is responsible.

ARTICLE 24 - OWNERSHIP OF DATA

24.1 The ownership of all data collected for use by the **Consultant** under this Contract, together with working papers, diagrams, and other material necessary to a complete understanding of the program and necessary for the practical use of the program shall be vested in the **County** following compensation to the **Consultant** for services covered by the terms of this Contract. The **Consultant** may retain a copy of all work for his own use.

24.2 The **Consultant** shall provide copies for each Deliverable item, in quantities as specified in Exhibit "A", to the **County** as part of this Contract. At the completion of each design phase, as outlined in Exhibit "A", the **Consultant** shall submit all **Sub-Consultants'** calculations and/or reports relative to the civil, architectural, structural, mechanical/plumbing, electrical, energy calculations, irrigation and any other designated categories of the project, and deliver them to the **County** as part of this Contract.

24.3 The **Consultant** shall perform the work required under this Contract with the assistance of Computer Aided Design and Drafting (CADD) technology, and MS Word/Excel. The **Consultant** shall deliver to the **County** CD's or DVD's containing all project files in editable format. Drawing files shall be in unprotected ".dwg" format and all other documents and specifications shall be delivered to the **County** on disc in unprotected MS Word/Excel format. PDF's are not acceptable as editable documents.

In order to precisely document CADD and other documentation/information given to the **County**, both the **Consultant** and the **County** shall each sign a "hard" copy of reproducible documents that depict the information distributed at the time of delivery. The **County** agrees to release the **Consultant** from any liability, damages, and/or claims that arise limited to the editing by others of specific portions of the work that occur subsequent to the consensually signed deliverable documentation/information.

24.4 In the event of early termination, the **Consultant** shall furnish the **County** all finished or unfinished Documents; data; surveys; calculations; diagrams and technological data and reports prepared by the **Consultant** under the terms of this Contract and in the editable formats described in Section 22.3 above.

Thereafter, if the **County** should determine to complete the original project or substantially the same project, the **County,** for such purposes, shall have the right of utilization of any original programmatic documents, tracings, drawings, calculation, specifications, estimates and other documents prepared under this Contract by the **Consultant**. The **County** agrees to credit the **Consultant** with limited authorship, if requested by the **Consultant**.

ARTICLE 25 - LIQUIDATED DAMAGES

If the work is not completed by the **Consultant** in the time specified for the above items for each Phase or within any period of extension authorized in writing by the **County** Project Coordinator, it is understood that the **County** will suffer damages and the **Consultant** will pay the **County** as fixed and liquidated damages, (not as penalty), the sum of Zero **Dollars** ($ 0.00) for each calendar day of the delay until the Work is completed. The **Consultant** is liable for the amount thereof, and the **County** may deduct said sums from any money due or that may become due to the **Consultant**. Damages shall not be imposed due to delays in the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the **Consultant**, provided that the **Consultant** shall, within five (5) days from the beginning of any such delay, notify the **County** in writing of the cause of the delay. The **County** shall ascertain the facts and the extent of the delay and extend the time for completing the work when in its judgment the findings of fact justify such an extension. The **County's** finding of fact thereon shall be final and conclusive.

ARTICLE 26 - COMMUNICATIONS

Communications between the parties to this Contract shall be sent to the following addresses:

County:
County of San Luis Obispo
Department of General Services
1087 Santa Rosa Street
San Luis Obispo, California 93408
Attention: Robert Tomaszewski, Capital Project Coordinator
(805) 781-5251, (805) 781-5215 FAX

Consultant:
Wallace Group
612 Clarion Court
San Luis Obispo, CA 93401
Attention: Jorge Aguilar, PE, Principal
805.544.4011
805.544.4294 fax
jorgea@wallacegroup.us
www.wallacegroup.us

NOTHING FURTHER FOLLOWS EXCEPT SIGNATURES
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IN WITNESS THEREOF, County and Contractor have executed this Contract on the day and year first hereinabove set forth.

COUNTY OF SAN LUIS OBISPO
By:_____
Chairperson of the Board of Supervisors,
County of San Luis Obispo, State of California

Date_____

ATTEST:

_____
County Clerk and Ex-officio Clerk of the Board of Supervisors, county of San Luis Obispo, State of California

Date_____

APPROVED AS TO FORM AND LEGAL EFFECT:
RITA L. NEAL
County Counsel

By: Shannon G. Metzgerian
Deputy County Counsel

Date: 1/19/14

CONTRACTOR:

By: _____
Wallace Group

Date: 1/20/15