

OWNER-CONTRACTOR AGREEMENT

This Owner-Contractor Agreement (this "Agreement"), dated for reference purposes as of _____, 2018 by and between _____, a California corporation ("Contractor"), having an address at _____, and **The Land Conservancy of San Luis Obispo County**, a California non-profit corporation ("Land Conservancy"), having an address at 1137 Pacific Street, Suite A, San Luis Obispo, CA 93401.

WHEREAS, Land Conservancy is the owner of certain real property located in the County of San Luis Obispo in the vicinity of Pismo Beach, which is approximately 880 acres and is commonly known as the Pismo Preserve (the "Property").

WHEREAS, Land Conservancy desires to contract with Contractor for the construction of a parking lot and associated improvements at the Property (the "Project").

WHEREAS, the Project is to be constructed in accordance with the specifications, plans and drawings, permits and reports listed in the definition of "The Work" and Exhibit A

Definitions:

The Work includes all of the following:

1. All work shown on the drawings titled Parking and Accessible Trail Plans Pismo Preserve, dated 2-17-2018, or required by County Permit PMT 2015-0026, or City of Pismo Beach Permit **INSERT PERMIT NUMBER** to complete the improvements shown on the drawings.
2. Improvements to Mattie Road, the project Parking lot and Entrance, and the ADA Trail, including
 - a. Earthwork
 - b. Paving and Surfacing
 - c. Water system
 - d. Sewer System
 - e. Drainage System
 - f. Site Amenities
 - g. Retaining Walls
 - h. Traffic Control
 - i. Erosion Control
3. County Permit PMT 2018-XXXX. All work required by the permit or shown on the drawings titled **INSERT BRIDGE PLANS** and dated **INSERT DATE**
4. Coordination, scheduling, site preparation and access for the installation of the pre-manufactured restroom building. Installation of the restroom will be by the vendor.
5. Coordination, scheduling, site preparation and access for the installation of the site electrical system. Installation of the electrical installation will be by separate contract and will include site electrical, solar powered system, and site lighting)
6. Construction Survey
7. Compliance with SWPPP requirements, including Qualified SWPPP Practitioner (QSP) monitoring and reporting.

8. Compliance with Cultural Resource requirements, including training of workers and coordination with the Cultural Resource monitors. The resource monitoring is anticipated to focus on excavation in the Parking and Entry improvement area. The work must be performed in a manner that provides access by monitors for the observations.
9. Compliance with Biological requirements, including training of workers and coordination with monitors.
10. The Work is further defined in the Scope of Work as listed in the Invitation to Bidders

The Land Conservancy will separately obtain the following services. The Contractor must include coordination in the bid and schedule.

1. Restroom installation
2. Electrical Installation
3. Geotechnical inspection and testing
4. Civil Engineering inspection.
5. Biological monitor
6. Cultural Resource Monitor

Engineer: Wallace Group, 612 Clarion Court, San Luis Obispo, CA 93401. Jorge Aguilar as the agent for the Land Conservancy, with individual Engineer's of Record as shown on the drawings and Permits.

NOW, THEREFORE, Land Conservancy and Contractor agree as follows:

1. DESCRIPTION OF SERVICES. Contractor agrees, for the consideration and under the terms and conditions hereafter set forth to furnish and transport all necessary labor, materials, tools, implements, and appliances, and to perform any other necessary services to complete the Project (The "Work"). The Work is to be constructed and completed in conformance with the Specifications, Plans and Drawings and any additional plans, drawings and specifications subsequently prepared pursuant to a "Change Order" (as defined in Section 5). Notwithstanding the definition of Work set forth in this Section 1, Land Conservancy, in its sole and absolute discretion, may make any additions to, alterations of, deviations or omission from, the Work pursuant to Section 5 herein or discontinue the Work pursuant to Section 6 herein.

2. PERFORMANCE OF SERVICES.

A. Contractor shall:

(i) commence the Work within ten (10) calendar days after a written notice to proceed is issued to Contractor by Land Conservancy;

(ii) continue the Work at all times with the greatest possible dispatch; and

(iii) complete all Work by November 30, 2018, subject to such delays as are permissible under Section 7 of this Agreement.

The Work shall be completed when finished in accordance with the attached Specifications, Plans and Drawings, Permits and Reports (and any subsequently prepared specifications, plans and drawings, permits and reports approved by Land Conservancy), as amended by any Change Orders.

B. Prior to commencement of the Work, Contractor shall submit to Land Conservancy and Land Conservancy shall approve in writing the following:

(i) the names of all subcontractors;

(ii) the certificates of insurance required in Section 15 herein; and

(iii) a construction progress schedule similar in form to the example attached hereto as Exhibit B (the "Construction Progress Schedule") and incorporated herein by reference. The schedule must identify the following major components of work:

1. Mattie Road Improvements
2. Mattie Road Utilities
3. Parking Lot and Entry Improvements
4. Onsite Water, Sewer, and Electrical
5. Restroom Installation and Utility Connections
6. ADA Trail Improvements
7. ADA Bridge
8. Landscaping and Irrigation
9. Erosion Control

C. Land Conservancy supplied permits are listed in Exhibit A. The Contractor shall procure all other permits, certificates of inspection and licenses, pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the Work. Contractor shall comply with the Project Storm Water Pollution Prevention Plan (SWPPP), and all other municipal, state and county construction requirements. Final inspections and all materials required by the project permits shall be delivered to the Land Conservancy upon completion of the Work in sufficient time for occupation of the Property in accordance with the approved schedule for the Work.

D. The manner in which the Services are to be performed and the specific hours to be worked by Contractor shall be coordinated with Land Conservancy.

3. WARRANTY. Contractor represents and warrants to Land Conservancy the following:

(i) that it possesses the expertise, capability, and equipment to properly and professionally perform its services hereunder, that it is properly and legally licensed to perform such services, and that it shall at all times in the performance of such services comply with all applicable laws, ordinances and regulations and shall perform all services with the standards of care customary in the industry.

(ii) Contractor shall be strictly responsible for the proper performance of the Work and any loss or damage to Land Conservancy or to others by reason of Contractor's failure to properly perform the Work;

(iii) Contractor has carefully examined the Specifications, Plans and Drawings, Permits and Reports, and such Specifications, Plans and Drawings, Permits and Reports are full and complete, and are sufficient to have enabled the Contractor to determine the cost of the Work therein in order to enter into this Agreement;

(iv) The Specifications, Plans and Drawings, Permits and Reports are sufficient to enable Contractor to construct the Work outlined therein in accordance with applicable laws, statutes, building codes and regulations, and otherwise to fulfill all Contractor's obligations hereunder; and

(vii) Contractor has visited the site, examined all conditions affecting the Work, and is fully familiar with all of the conditions thereon and affecting the same.

4. INVOICING and PAYMENT.

A. Land Conservancy shall pay the Contractor for Contractor's performance of the Work an amount set forth in Contractor's proposal as approved by Land Conservancy, a copy of which is attached hereto as Exhibit C ("Contract Sum"). The Contract Sum shall constitute payment in full for all costs incurred by Contractor under this Agreement, including, but not limited to, Contractor's costs incurred for social security, unemployment, sales, use, and any and all other taxes, expenses and fees.

B. Contractor shall submit an invoice for completed Work ("Application") no more frequently than monthly. Each Application shall be based on the estimated cost of the Work completed at such time, plus the cost of unworked materials delivered to the Property, less the aggregate of previous payments on account of the Contract Sum made by Land Conservancy to Contractor and also less all amounts previously retained and to be retained by Land Conservancy. Applications shall be submitted by Contractor no later than forty-five (45) days following completion of such invoiced portion of Work. All Applications shall include the following:

(i) Conditional Waivers and Releases upon Progress Payment as set forth in California Civil Code Section 8132 from Contractor, subcontractors and materialmen, and Unconditional Waivers and Releases upon Progress Payment as set forth in California Civil Code Section 8134 from Contractor, subcontractors and materialmen submitting Conditional Waivers and Releases upon Progress Payment with the previous Application;

(ii) any updates to the Construction Progress Schedule; and

(iii) such supporting data as Land Conservancy may reasonably require, including relevant invoices and other documentation demonstrating the cost of the Work for which payment is being sought.

C. Promptly after review and approval of the Application by Land Conservancy, Land Conservancy shall pay Contractor the amount called for in said Application less a retention of 10% of such Application ("Retention"). Land Conservancy shall retain the Retention until the final Application for the Work is submitted, approved and paid. Subsequent to Land Conservancy's:

(i) audit and approval of the Statement of Disbursement (defined below);

(ii) inspection of the Work (if Land Conservancy deems inspection necessary); and

(iii) determination that the labor has been fully performed and the materials have been delivered in conformance with this Agreement, Land Conservancy shall pay the next Application as otherwise provided herein.

D. Contractor shall promptly pay each subcontractor who has performed services on the Work ("Subcontractor"), from the funds Land Conservancy has paid to Contractor, the amount to which Subcontractor is entitled for performance of services on the Work pursuant to Contractor's

agreement with such Subcontractor. Land Conservancy shall have no obligation to pay or to see to the payment of any monies to any Subcontractor.

E. Upon request by Land Conservancy, Contractor shall prepare and submit to Land Conservancy a complete and accurate statement of all disbursements by Contractor for materials and labor ("Statement of Disbursement") included in all prior Applications for which a Statement of Disbursement has not been submitted to Land Conservancy. The Statement of Disbursement shall be accompanied by receipted invoices or vouchers together with any other documentation that Land Conservancy deems necessary to establish that Contractor has made full payment of the labor, materials, equipment and other costs and indebtedness for which Contractor has applied for payment. Land Conservancy shall have no obligation to request a Statement of Disbursement.

F. Until Contractor has submitted a Statement of Disbursement which has been requested by Land Conservancy, Land Conservancy shall be relieved of any obligation to make payments to Contractor on account of any Applications made subsequent to Land Conservancy's request for a Statement of Disbursement.

G. Land Conservancy shall not be required to pay the final Application for the Work, which shall include the Retainage, unless and until all of the following conditions have been satisfied:

(i) thirty-five (35) days have elapsed after the recordation of a Notice of Completion for the Work;

(ii) a title company of Land Conservancy's choice has issued an endorsement stating that, on or subsequent to the thirtieth (30th) day after the day on which a Notice of Completion pertaining to the Work was filed, no mechanic's liens appear of record as a result of labor performed on or materials delivered for the Work;

(iii) Land Conservancy has received no Notices to Withhold concerning the Work;

(iv) Contractor has discharged and released the Property and the Work from any and all claims and liens that may have accrued against the Property and the Work in and from the performance of this Agreement

(v) Contractor has delivered Conditional Waivers and Releases upon Final Payment as set forth in California Civil Code Section 8136 on account of all the Work;

(vi) receipt by Land Conservancy of a certification by Land Conservancy's Engineer that the Work was constructed in accordance with the Specifications, Plans and Drawings; and

(vii) receipt by Land Conservancy of "as-built" drawings from Contractor.

Promptly after Contractor's receipt of final payment from Land Conservancy, Contractor shall deliver to Land Conservancy, Unconditional Waivers and Releases upon Final Payment as set forth in California Civil Code Section 8138 on account of all of the Work.

H. Land Conservancy shall have the right to (i) make payments to Contractor in the form of checks payable jointly to Contractor and to any of its subcontractors or suppliers that might have the right to assert a claim of mechanic's lien against the Work or Property, and (ii) off-set against payments required under this Agreement any monetary obligation from Contractor to Land Conservancy, whether the obligation arises out of the Work or otherwise.

5. EXTRA WORK, CHANGES, DELETIONS.

A. If at any time during the progress of the Work Land Conservancy desires to make any additions to, alterations of, deviations or omissions from the Work (collectively "Extra Work"), Land Conservancy shall have the right to do so and the same shall in no way affect or make void this Agreement. No Extra Work shall be made except on Land Conservancy's written request by change order ("Change Order"). Any changes that decrease the cost of the Work shall be evaluated on a lump-sum basis and deducted from the Contract Sum. Any Extra Work that increases the cost of the Work shall at Land Conservancy's option be evaluated (i) on a lump-sum basis, the amount thereof to be agreed on in writing before execution of the Work or (ii) on the basis of "Actual Necessary Cost" (defined below), plus ten percent (10%).

B. "Actual Necessary Cost" shall be limited to:

(i) expenditures for materials, supplies, and labor (including foremen's wages) furnished by Contractor;

(ii) additional cost to Contractor for insurance required because of authorized changes; and

(iii) an allowance based on current market rental prices for the use of vehicles and equipment, not including small tools, concrete carts and wheelbarrows.

The "Actual Necessary Cost" shall not include any allowance for contractor's office expense, general superintendent, or other overhead or general expense.

C. Contractor shall not be entitled to compensation for any Extra Work unless Land Conservancy has issued a written Change Order designating in advance the amount of additional compensation to be paid for the Extra Work and Contractor has complied with the provisions of Section 5 of this Agreement.

6. TERMINATION BY LAND CONSERVANCY.

A. Land Conservancy may terminate this Agreement by giving at least five (5) calendar days written notice to Contractor, upon the occurrence of any of the following:

(i) Contractor shall be adjudged a bankrupt;

(ii) Contractor shall make a general assignment for the benefit of its creditors;

(iii) Contractor shall refuse or fail to supply enough properly skilled workers, equipment, or proper materials to complete the Work in the time specified in Section 2;

(iv) Contractor shall fail to make prompt payments to Subcontractors, laborers, or materialmen for labor performed on or materials furnished for the Work;

(v) Contractor shall disregard (whether negligently or intentionally) any law or ordinance relating to the Work or the completion thereof;

(vi) Contractor shall otherwise commit a material violation of any provision of this Agreement, which is not cured to the reasonable satisfaction of Land Conservancy within ten (10) days after written notice from Land Conservancy; or

(vii) Contractor shall stop performing the Work for more than three (3) business days, except as otherwise excused pursuant to Section 7 of this Agreement.

B. In the event that Land Conservancy terminates this Agreement pursuant to Section 6.A., above, Land Conservancy shall charge the cost and expense of completing the Work, including any compensation paid or allocated by Land Conservancy for managerial, administrative or supervisory services, to Contractor, and the expense so charged shall be deducted and paid by Land Conservancy out of money that either may be due or at any time thereafter becomes due to Contractor under this Agreement. If such expense exceeds the sum that would have been payable under this Agreement had Contractor completely performed the Work, Contractor shall immediately pay the amount of the excess to Land Conservancy.

C. If the unpaid balance of the Contract Sum for Work performed and completed by Contractor exceeds the expenses incurred by Land Conservancy in completing the Work, including any compensation paid or allocated by Land Conservancy for managerial, administrative, or supervisory services in completing the Work, such excess shall be paid by Land Conservancy to Contractor, provided that all of the conditions set forth in Section 4 for the payment of a final Application for Payment have been met. Contractor shall not be entitled to receive any further payment under this Agreement until the Work is fully completed by Contractor. If Land Conservancy requires Contractor to discontinue Work under this Agreement, as provided in this Agreement, Contractor agrees to waive and hereby does waive all claims against Land Conservancy for profits, losses or damages on the uncompleted Work.

D. Land Conservancy shall have the additional option at any time, when in its opinion it becomes necessary or expedient, to discontinue permanently the Work by sending a written notice to Contractor, and Contractor shall then discontinue the Work. However, in the event that Land Conservancy requires Contractor to discontinue permanently the Work, Land Conservancy shall pay to Contractor (i) the full amount to which Contractor shall be entitled for all Work done and labor and materials furnished by Contractor under this Agreement to the satisfaction of Land Conservancy up to the time of such discontinuance, and (ii) any compensation paid or allocated by Contractor for managerial, administrative or supervisory services, each of which amounts shall be determined by Land Conservancy. Contractor agrees to waive and hereby does waive all claims against Land Conservancy for profits, losses or damages resulting from such discontinuance.

7. TIME IS OF THE ESSENCE AND INAVOIDABLE DELAYS AND DEFAULTS. Time is of the essence with respect to the performance of this Agreement. However, Contractor or Land Conservancy shall be excused for any delays or default by said party in the performance of the obligations and duties under this Agreement unavoidably caused by the act of the other, the act of any agent of such party, the act of any governmental authority, the act of any public enemy, act of God, the elements, war, war defense conditions, litigation, strikes, walkouts, or other causes beyond such party's control. In the event that the performance of the Work is impacted by rain, time will be added to the Completion Date for any Rain Days. "Rain Days" shall be defined as steady rain of more than .5 inch over a four (4) hour time span during normal working hours. Rain measurements shall be calculated by the nearest National Weather Service Monitoring station. Each party shall use reasonable diligence to avoid any such delay or default and shall resume performance of the obligations and duties under this Agreement as promptly as possible subsequent to any such delay or default.

8. NO RIGHT TO STOP WORK. Notwithstanding any provision contained herein to the contrary, in the event of a dispute between the parties as to construction of the Work, the interpretation of this Agreement, or payment or nonpayment for labor performed or materials delivered, the parties shall attempt to resolve the dispute. If the dispute is not resolved, Contractor agrees to continue to complete the Work in a diligent manner and complete the Work. In no event shall Contractor rescind this Agreement or stop the construction of the Work, but Contractor may submit such controversy to determination by a court of competent jurisdiction after the Work has been completed.

9. RELATIONSHIP OF PARTIES.

A. It is understood by the parties that Contractor is an independent contractor with respect to Land Conservancy, and not an employee of Land Conservancy. Land Conservancy will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Contractor. Contractor has and hereby retains the right to exercise full control and supervision of the Work and full control over the employment, direction, compensation and discharge of all persons assisting in the Work. Contractor agrees to be solely responsible for all such matters. Contractor agrees to be responsible for its own acts and those of its subordinates, employees and subcontractors during the term of this Agreement.

B. Any part of the Work performed for the Contractor by a Subcontractor shall be pursuant to a written subcontract between the Contractor and such Subcontractor, which shall be prepared on the form of subcontract which the Land Conservancy has approved. Each such subcontract shall:

(i) require that such Work be performed in accordance with the requirements of this Agreement and the Specifications, Plans and Drawings;

(ii) waive all rights the contracting parties may have against one another or that the Subcontractor may have against the Land Conservancy for damages caused by fire or other perils covered by the property insurance described in this Agreement;

(iii) require the Subcontractor to carry and maintain liability insurance in accordance with this Agreement; and

(iv) require the Subcontractor to furnish such certificates and waivers as any lender may reasonably request.

10. PUBLICITY. Contractor shall not disclose or make public to any news media or any persons associated with the news media or by advertisement or by public release of any kind or nature the fact that Contractor has entered into this Agreement with Land Conservancy, unless such public release is first approved in writing by Land Conservancy.

11. EMPLOYEES. Contractor's employees who perform services for Land Conservancy under this Agreement shall be bound by the provisions of this Agreement.

12. HEALTH and SAFETY. Contractor acknowledges that it is responsible for the safety of its employees and further acknowledges its obligation to obtain appropriate insurance coverage for its employees, if any (and Contractor's subcontractors or agents, if any). Contractor waives any rights to recovery from Land Conservancy for any injuries that Contractor (and/or Contractor's subcontractors, agents, or employees) may sustain while performing services under this Agreement. Contractor agrees to provide and require all of its employees with the necessary safety equipment required to perform its services safely.

13. LIMITATION OF LIABILITY; INDEMNIFICATION. Contractor shall hold harmless, indemnify, and defend Land Conservancy and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Land Conservancy Indemnified Parties") from and against all legal proceedings, suits, liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, expert witness fees, and staff time, arising from or in any way connected, directly or indirectly, with this Agreement, the Work, or any performance hereunder, including injury to or the death of any person, or physical damage to any

property, resulting from any act, omission, condition, or other matter related to this Agreement, regardless of cause. This section shall not be construed to limit the liability of any insurer issuing insurance required by this Agreement and shall in no event be construed to require indemnification by Contractor in excess of that permitted under the public policy of the State of California.

14. INSURANCE.

A. Before commencement of any Work under this Agreement, Contractor shall obtain and maintain in full force and effect throughout the term of this agreement the following:

(i) Comprehensive general liability insurance (personal injury and property damage) for Contractor and all subcontractors and materialmen, and their respective employees, agents, invitees or subcontractors, that names Land Conservancy as an additional insured, in the amount of one million dollars (\$1,000,000.00) per occurrence (coverage to include premises and operations, contractual liability, independent contractor's liability and broad form property damage) and to continue in force for five (5) years after all Work is completed. A certificate of additionally insured shall be provided to Land Conservancy.

(ii) Worker's compensation insurance in statutory form and amount and employer's liability insurance covering Contractor's liability for damages because of bodily injuries to or death of such person or persons, if and only if Contractor has employees.

(iii) Automobile Liability Insurance for Contractor's owned, leased and hired vehicles used in the performance of the Work.

(iv) Broad Form Builder's Risk Insurance with course of construction, vandalism, and malicious mischief clauses attached, insuring against all risks of physical loss, in an amount not less than 100% of the insurable value of the Project.

B. Contractor agrees to furnish to Land Conservancy insurance certificates, satisfactory to Land Conservancy, showing Contractor's compliance with this Section 15 before Contractor commences the Work hereunder and, upon request, at any reasonable time thereafter during the term of this Agreement. If Land Conservancy does not approve of the certificates provided by Contractor from any insurance company, Land Conservancy shall notify Contractor of its disapproval and Contractor shall submit modified or additional insurance certificates until Land Conservancy's approval is obtained. All certificates of insurance delivered to Land Conservancy must contain a provision that the company writing said policy will give to Land Conservancy thirty (30) days' advance written notice of any cancellation, lapse or reduction in coverage or other adverse change respecting such insurance. All policies shall be written as primary policies, not contributing with and not in excess of coverage which the Land Conservancy may carry. The Land Conservancy shall be named as an additional insured under the Comprehensive General Liability and Automobile Liability policies and shall be included under the Loss Payable under the All-Risk Builder's Risk policy. All such liability insurance shall specifically insure the performance of Contractor's indemnification obligations contained in Section 14 with respect to this Agreement.

C. The amounts set forth in this Section 15 are not intended to constitute any limitation of liability in respect to the undertakings of the Contractor under this Agreement.

D. Each Subcontractor shall be required to carry the insurance (and each subcontract shall contain the insurance requirements) contained in this Section, and each subcontractor shall be required to file proof of compliance as stated above. Land Conservancy, at its discretion, may withhold any and all progress payments until Contractor has delivered any and all such certificates requested in this Section 15.

15. OVERTIME. No payment at premium rates for overtime, Sunday, or holiday work shall be included in Contractor's bills to Land Conservancy unless specifically authorized in advance in writing by Land Conservancy. The foregoing provisions of this Section 16 notwithstanding, if Land Conservancy authorizes overtime, Sunday, or holiday work in order to complete any of the Work within a shorter time than that specified in Section 2, additional compensation to Contractor shall be limited to the premium portions of actual labor payments, plus applicable Social Security and other payroll taxes. Such compensation shall not include any allowance for profit, office expense, general superintendence or other overhead or general expense.

16. PREVAILING WAGES.

A. Contractor and any subcontractors on the Project shall comply with California Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815 as applicable to the performance of the Work. Without limiting the generality of the foregoing, Contractor shall:

(i) cause all workers performing the Work to be paid not less than the prevailing California State wages, as applicable at the time of payment;

(ii) maintain a valid registration as a public works contractor with the DIR;

(iii) cause to be timely submitted to the Labor Commissioner electronic certified payroll records documenting compliance with the prevailing wage regulations and require any subcontractors to do the same; and

(iv) cause the required number of apprentices to be employed at the Project in accordance with Labor Code section 1777.7(e)(4).

17. ASSIGNMENT. Contractor's obligations under this Agreement may not be assigned or transferred to any other person or firm.

18. AUTHORITY. All persons executing this Agreement on behalf of any party hereto warrant that they have the authority to execute this Agreement on behalf of that party.

198 NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or three (3) calendar days after being deposited in the United States mail, postage prepaid, addressed as follows:

If to Contractor:

ATTN: _____

If to Land Conservancy:

The Land Conservancy of San Luis Obispo County
1137 Pacific Street, Suite A
San Luis Obispo, CA 93401
ATTN: Kaila Dettman, Executive Director

Either party may change their address from time to time by providing written notice to the other in the manner set forth above.

20. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

21. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

22. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

23. ATTORNEYS' FEES. In the event of any action, including, without limitation, arbitration or litigation, relating to arising from this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party attorneys' fees and costs as may be reasonably incurred, including the costs of reasonable investigation, preparation and professional or expert consultation incurred by reason of such action, and the Arbitrator shall make an award of fees and costs to the prevailing party in such amount as to make them whole for all fees and costs.

24. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

25. APPLICABLE LAW / VENUE. This Agreement shall be governed by the laws of the State of California. The venue for any dispute arising out of or relating to this Agreement will exclusively in the superior courts located in the County of San Luis Obispo, State of California.

26. SIGNATURES; COUNTERPARTS. This Agreement may be executed in one of more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Facsimile and electronic signatures shall be deemed to be originals.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) set forth below.

LAND CONSERVANCY:

CONTRACTOR:

THE LAND CONSERVANCY OF SAN LUIS OBISPO
COUNT, a California nonprofit corporation

_____,
a California corporation

By: _____

By: _____

Name: Kaila Adriane Dettman Hooker

Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

CSLB Lic No.: _____

EXHIBIT A

SPECIFICATIONS, PLANS AND DRAWINGS, PERMITS AND REPORTS[PROVIDED IN ELECTRONIC
FORMAT – SEE INSTRUCTIONS TO BIDDERS]

1. Drawings titled Parking and Accessible Trail Plans Pismo Preserve, dated 2-17-2018
2. Drawings titled XXXXXX, dated XXXXX (Bridge Drawings)
3. Drawings titled Restroom Building Pismo Preserve, dated 2/15/2018
4. Drawings titled XXXX, dated xxxx (Electrical Drawings)
5. Report titled Geotechnical Report Pismo Preserve Parking Lot and ADA Trail, dated December 1, 2017
6. County Permit 2018-0026
7. City Permit XXXX
8. County Permit 2018 -XXXX (Bridge)
9. County Permit 2018-XXXX (Restroom)
10. County Permit 2018-XXXX (Electrical)
11. SWPPP, WDID 3 40C382722
12. Minor Use Permit / Coastal Development Permit DRC20145-00133
13. Mitigated Negative Declaration (MND) ED15-045 dated October 8, 2015

EXHIBIT B

CONSTRUCTION PROGRESS SCHEDULE

EXHIBIT C

CONTRACTOR'S APPROVED BID, INCLUDING CONTRACT SUM