

**SECOND AMENDMENT TO CONTRACT FOR CONSULTANT SERVICES FOR
ARCHITECTURAL AND ENGINEERING SERVICES
SHERIFF - COUNTY OPERATIONS CENTER - EXPAND WOMEN'S JAIL
PHASE 1, 300034**

This Second Amendment to Contract for Consultant Services (hereafter "Second Amendment") is entered into on this ____ day of _____, 2012 by and between AECOM, Technical Services Inc., a California corporation (hereafter, "Consultant") and the County of San Luis Obispo, a public entity in the State of California (hereafter "County")

WHEREAS, on July 18, 2006, County and Consultant (formerly known as DMJM H+N) entered into a contract for Consultant Services for Architectural and Engineering Services (hereafter "Original Contract") related to the County Sheriff's Operations Center and expansion of the County's Women's Jail;

WHEREAS, on July 17, 2007, the County and Consultant entered into a First Amendment to the Original Contract to expand the scope of services and increase the maximum compensation under the Original Contract to Consultant;

WHEREAS, on December 13, 2011, the Board approved a change to the Original Contract reflecting the corporate name change of Consultant from DMJM H+N to AECOM, Technical Services, Inc.;

WHEREAS, Article 4.1 of the Original Contract allows for change orders but the change order or aggregate of multiple change orders are limited in the Original Contract to 10% of the Original Contract amount or \$5,000, whichever is greater;

WHEREAS, on April 27, 2010, the Board approved an updated Contracting for Services Policy ("2010 Policy") which increased the change order limits for professional service contracts to \$25,000 or 25%, whichever is greater, for those contracts which are \$50,001 and above;

WHEREAS, the County and Consultant have a need to amend the Original Contract to increase the change order limits specified thereunder.

NOW THEREFORE, the parties agree that the Original Contract is amended as follows:

1. Article 4, "Fee and Method of Payment" -The second paragraph of Article 4.1. is deleted and replaced in its entirety with the following:

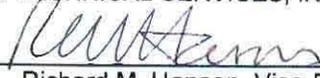
The County Board of Supervisors delegates to the County General Services Agency Director the authority to approve any amendment or change order providing for additional services and/or increased compensation to Consultant under the change order limits specified in the 2010 Policy adopted by the Board, as amended from time to time.

2. In any instance in which a provision of this Second Amendment contradicts or is inconsistent with provisions of the Original Contract or First Amendment, the provision of this Second Amendment shall prevail and govern and the contradicted or inconsistent provision shall be amended accordingly. All other terms and conditions of the Original Contract and any amendments shall remain in full force and effect.
3. The effective date of this Second Amendment shall be the day the County's Board of Supervisor's approves it.

ACCEPTED AND AGREED this _____ day of, _____ 2012.

CONSULTANT:

AECOM TECHNICAL SERVICES, INC.

BY: 
Richard M. Hansen, Vice-President

BY: 
Shafiq Alam, Vice-President

COUNTY COUNSEL:

APPROVED AS TO FORM AND LEGAL EFFECT:

Warren R. Jensen
County Counsel

BY: 
Shannon Matuzewicz
Deputy County Counsel

DATE: 8/8/2012

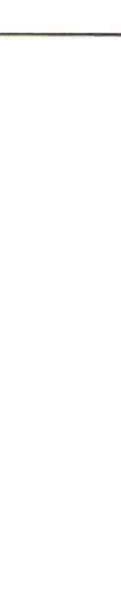
CORPORATE CERTIFICATE

I, _____ certify that I am the Secretary of the Corporation named as Consultant in the foregoing Agreement; that when Signed said Contract on behalf of the Consultant, Was then, _____ of said Corporation; that said Consultant was duly signed For and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Secretary

(Corporate Seal)

RECOMMENDED:

BY: 
Janette D. Pell
Director of General Services Agency

DATE: _____

COUNTY OF SAN LUIS OBISPO, a Public Entity In the State of California

By: _____
Chairman of the Board of Supervisors

Approved by Board action on

_____, 2012

ATTEST:

County Clerk and Ex-Officio of the Board of Supervisors

BY _____
Deputy Clerk