

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 6

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: May 17, 2011
- b. Owner: County of San Luis Obispo
- c. Engineer: Camp Dresser & McKee, Inc. (CDM)
- d. Project: Los Osos Wastewater Project Collection System, Los Osos, California

2. *Description of Modifications:*

- a. Engineer shall perform or furnish the following Additional Services:
 - i. Per Paragraph A2.01.A.17, Engineer shall provide "Construction Phase services beyond the original date for completion and readiness for final payment of Contractor" as set forth in Paragraph 2.b. of this Amendment.
 - ii. Per Paragraph A2.01.A.17, Engineer shall provide "Construction Phase services such as RFI review, submittal review, meetings and other services in excess of the budget allowances or anticipated number of units described in Basic Services" as set forth in Paragraph 2.b. of this Amendment.
 - iii. Per Paragraph A2.02.1 "*Services in connection with work change directives and change orders to reflect changes requested by the Owner.*" Engineer shall provide revised Drawings to document revised lateral connection locations which are requested by Owner in response to individual requests from property owners.
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
 - i. The parties acknowledge that numerous Construction Phase services have already exceeded the quantities that were "assumed for general budget information purposes only" in the original Agreement. The parties further acknowledge that the amount by which Construction Phase services will exceed these assumed quantities is expected to increase as the Construction Phase progresses. The parties agree that all assumed quantities are hereby stricken from this Agreement, and that Engineer shall not be entitled to any additional compensation under this Agreement for performing any services in excess of any assumed quantities, budget allowances or anticipated number of units currently or previously described in the Agreement. Engineer shall provide all services under this Agreement (including any services modified or added by this

Amendment) for an amount not to exceed the Adjusted Agreement amount set forth in Paragraph 3.d. of this Amendment.

- ii. The following provisions in the original Agreement relating to quantities that were "assumed for general budget information purposes only" are hereby deleted:

Modify Paragraph A1.05.A.2 to delete the phrase "(Up to 5 contractor schedules are assumed for general budget information purposes only, the actual work performed will be based on Standard Hourly Rates and Reimbursable Expenses in Exhibit C.)"

Modify Paragraph A1.05.A.3.a to delete the phrase "(Up to 20 monthly visits are assumed for general budget information purposes only, the actual work performed will be based on Standard Hourly Rates and Reimbursable Expenses in Exhibit C.)"

Modify Paragraph A1.05.A.4 to delete the phrase "(Up to 50 total RFI's for all Construction Contracts are assumed for general budget information purposes only, the actual work performed will be based on Standard Hourly Rates and Reimbursable Expenses in Exhibit C.)"

Modify Paragraph A1.05.A.5 to delete the phrase "(Up to 10 total change orders for all Construction Contracts are assumed for general budget information purposes only, the actual work performed will be based on Standard Hourly Rates and Reimbursable Expenses in Exhibit C.)"

Modify Paragraph A1.05.A.6 to delete the phrase "(Up to 200 submittals and resubmittals and 1,200 total hours for review for all Construction Contracts are assumed for general budget information purposes only, the actual work performed will be based on Standard Hourly Rates and Reimbursable Expenses in Exhibit C.)"

- iii. Modify Paragraph A1.05.A.3.a. by adding the following at the end of that paragraph: "Engineer shall provide a full time, on Site, field design engineer to perform Construction Phase services. Said on-site engineer shall perform Construction Phase services as requested by the Owner's Construction Manager, including but not limited to the processing of design changes and submittal reviews. Said on-site engineer shall make daily visits to the Site at intervals appropriate to the various stages of construction, as requested by the Construction Manager.
- iv. Modify Paragraph A1.05.B to delete the phrase "inclusive of all five Construction Contracts extend beyond the number of days in the contract not to exceed 24 months" and replace with the phrase "(inclusive of all Construction Contracts) extend beyond April 19, 2015"

- c. The responsibilities of Owner are modified as follows: Not applicable. (There are no additional or modified responsibilities of Owner in this Amendment.)

- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

The total compensation for all Additional Services and modifications to services referenced in this Amendment (hereafter, collectively "Amended Services") shall not exceed \$1,250,000. Periodic payments of compensation for all said Amended Services shall be based on the estimated budget allowances in the attached Revised Task Breakdown and the Standard Hourly Rates method described in Exhibit C to the Agreement.

- e. The schedule for rendering services is modified as follows:

The Scope of Services shall be provided according to the Revised Project Schedule attached to this Amendment.

- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

Appendix 2 to Exhibit C of the Agreement is hereby amended as set forth in Attachment 1 hereto, entitled Revised Task Breakdown.

Appendix 2 to Exhibit A of the Agreement is hereby amended as set forth in Attachment 2 hereto, entitled Revised Project Schedule.

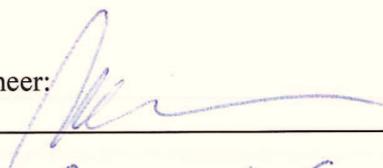
3. Agreement Summary (Reference only)

a. Original Agreement amount:	\$4,574,470
b. Net change for prior amendments:	\$ 327,938
c. This Amendment amount:	\$1,250,000
d. Adjusted Agreement amount:	\$6,152,408

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous amendments remain in effect. The Effective Date of this Amendment is _____, 2013.

Owner: COUNTY OF SAN LUIS OBISPO

Engineer: 

By: _____

By: Bruce J. Corwin

Title: Chairperson of the Board
County of San Luis Obispo
State of California

Title: Vice President

Date Signed: _____

Date Signed: 6/6/13

ATTEST:
By: _____

Date Signed: _____

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

By: 

Title: Deputy County Counsel
Date Signed: 6/5/13

AGENCY CONCURRENCE:
As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

By: _____
Type Name: _____
Date Signed: _____

Attachment 1: Revised Task Breakdown

CDM Fee Estimate for Construction Phase and Post-Construction Phase Services

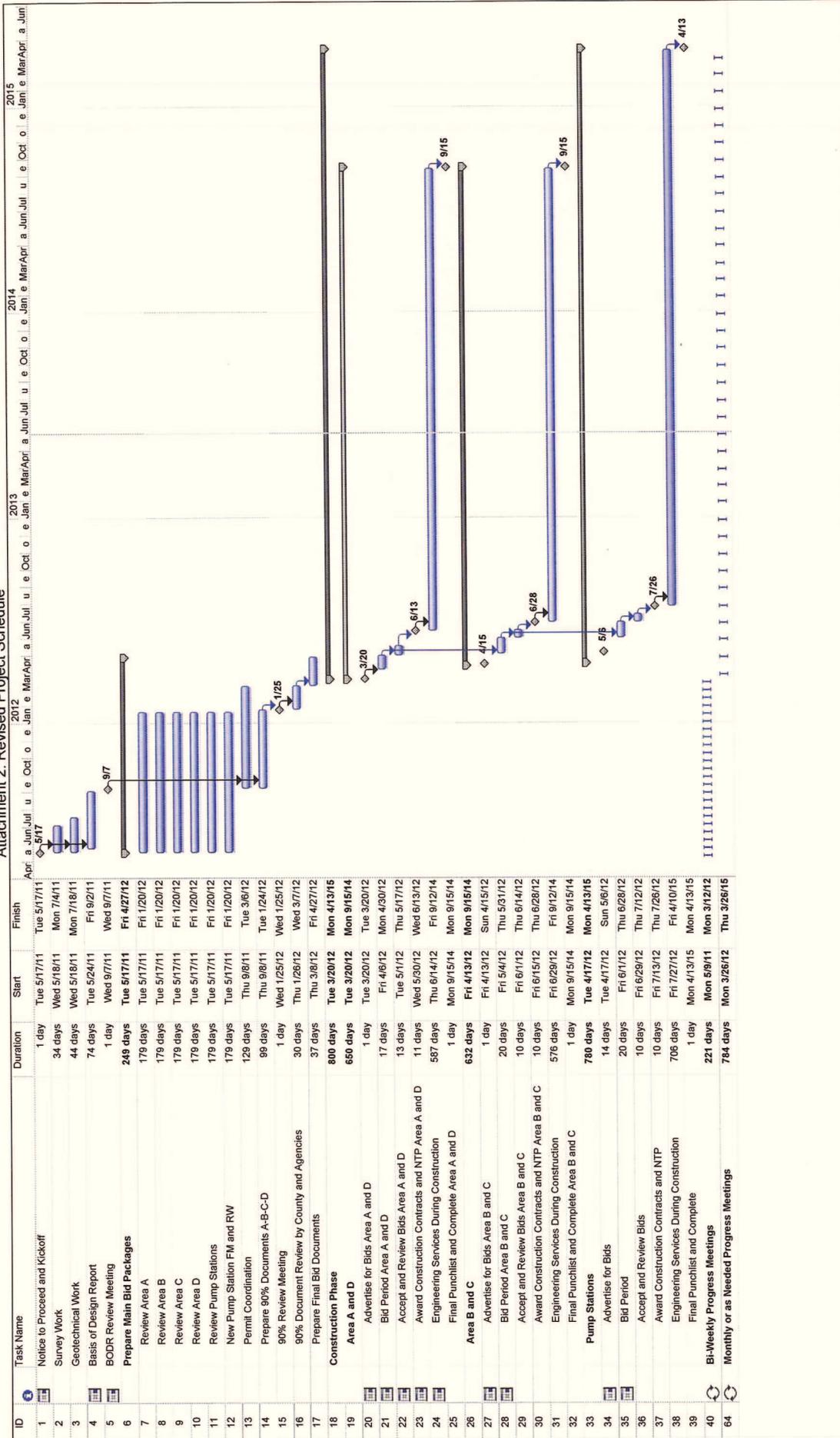
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual
MONTH	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Actual	Actual
ADMIN	\$ 2,213	\$ 1,158	\$ 1,928	\$ 1,610	\$ 534	\$ 440	\$ 568	\$ 375	\$ 1,120	\$ 1,120	\$ 1,120	\$ 1,120
CADD	\$ 13,102	\$ 12,444	\$ 13,846	\$ 26,858	\$ 18,031	\$ 23,466	\$ 23,953	\$ 19,382	\$ 19,500	\$ 24,000	\$ 24,000	\$ 24,000
ENGINEER	\$ 37,558	\$ 77,893	\$ 87,777	\$ 79,599	\$ 71,398	\$ 74,826	\$ 70,295	\$ 38,947	\$ 65,000	\$ 81,000	\$ 81,000	\$ 81,000
FIELD ENGINEER							\$ 20,128	\$ 23,680	\$ 23,680	\$ 20,128	\$ 20,128	\$ 20,128
SR ENGINEER	\$ 7,761			\$ 144		\$ 1,168		\$ 144	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200
PM	\$ 9,806	\$ 6,922	\$ 16,439	\$ 16,727	\$ 9,517	\$ 8,940	\$ 17,304	\$ 17,592	\$ 15,000	\$ 19,000	\$ 19,000	\$ 19,000
TOTAL	\$ 70,440	\$ 98,417	\$ 119,989	\$ 124,939	\$ 99,481	\$ 108,840	\$ 132,248	\$ 100,120	\$ 125,500	\$ 146,448	\$ 146,448	\$ 146,448

	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected
MONTH	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Projected
ADMIN	\$ 1,120	\$ 1,120	\$ 1,120	\$ 1,120	\$ 1,120	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
CADD	\$ 24,000	\$ 24,000	\$ 24,000	\$ 24,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 18,000	\$ 18,000	\$ 12,000	\$ 12,000	\$ 12,000
ENGINEER	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 50,000	\$ 50,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 25,000	\$ 25,000	\$ 25,000
FIELD ENGINEER	\$ 24,000	\$ 36,000	\$ 24,000	\$ 24,000	\$ 24,000	\$ 24,000	\$ 24,000	\$ 24,000	\$ 24,000	\$ 24,000	\$ 24,000	\$ 24,000	\$ 24,000
SR ENGINEER	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 800	\$ 800	\$ 800
PM	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 5,000	\$ 5,000	\$ 5,000
TOTAL	\$ 120,320	\$ 132,320	\$ 120,320	\$ 120,320	\$ 106,120	\$ 106,000	\$ 96,000	\$ 96,000	\$ 94,000	\$ 94,000	\$ 67,800	\$ 43,800	\$ 43,800

	Projected	Projected	Projected	TOTALS										
MONTH	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Post-Const	May-15	TOTALS	TOTALS
ADMIN	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 500	\$ 500	\$ 34,166	\$ 34,166
CADD	\$ 12,000	\$ 12,000	\$ 24,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 16,000			\$ 542,581	\$ 542,581
ENGINEER	\$ 25,000	\$ 25,000	\$ 40,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 25,000	\$ 15,000	\$ 15,000	\$ 1,434,294	\$ 1,434,294
FIELD ENGINEER													\$ 363,616	\$ 363,616
SR ENGINEER	\$ 800	\$ 800	\$ 800	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 840	\$ 840	\$ 30,758	\$ 30,758
PM	\$ 5,000	\$ 5,000	\$ 5,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000			\$ 303,247	\$ 303,247
TOTAL	\$ 43,800	\$ 43,800	\$ 70,800	\$ 27,500	\$ 27,500	\$ 27,500	\$ 27,500	\$ 27,500	\$ 27,500	\$ 45,500	\$ 16,340	\$ 16,340	\$ 2,708,662	\$ 2,708,662

Total Projected Cost to Complete	\$ 2,708,662
Current Authorized Fee	\$ 1,463,190
Amended Services Estimate	\$ 1,245,472
Total Amendment Required	\$ 1,250,000

Attachment 2: Revised Project Schedule



ID	Task Name	Start	Finish
1	Notice to Proceed and Kickoff	Tue 5/17/11	Tue 5/17/11
2	Survey Work	Wed 5/18/11	Mon 7/4/11
3	Geotechnical Work	Wed 5/18/11	Mon 7/18/11
4	Basis of Design Report	Tue 5/24/11	Fri 9/2/11
5	BODR Review Meeting	Wed 9/7/11	Wed 9/7/11
6	Prepare Main Bid Packages	Tue 5/17/11	Fri 4/27/12
7	Review Area A	Tue 5/17/11	Fri 1/20/12
8	Review Area B	Tue 5/17/11	Fri 1/20/12
9	Review Area C	Tue 5/17/11	Fri 1/20/12
10	Review Area D	Tue 5/17/11	Fri 1/20/12
11	Review Pump Stations	Tue 5/17/11	Fri 1/20/12
12	New Pump Station FM and RW	Tue 5/17/11	Fri 1/20/12
13	Permit Coordination	Thu 9/8/11	Tue 3/6/12
14	Prepare 90% Documents A-B-C-D	Thu 9/8/11	Tue 1/24/12
15	90% Review Meeting	Wed 1/25/12	Wed 1/25/12
16	90% Document Review by County and Agencies	Thu 1/26/12	Wed 3/7/12
17	Prepare Final Bid Documents	Thu 3/8/12	Fri 4/27/12
18	Construction Phase	Tue 3/20/12	Mon 4/13/15
19	Area A and D	Tue 3/20/12	Mon 9/15/14
20	Advertise for Bids Area A and D	1 day	Tue 3/20/12
21	Bid Period Area A and D	17 days	Mon 4/30/12
22	Accept and Review Bids Area A and D	13 days	Tue 5/1/12
23	Award Construction Contracts and NTP Area A and D	11 days	Wed 5/30/12
24	Engineering Services During Construction	587 days	Thu 6/14/12
25	Final Punchlist and Complete Area A and D	1 day	Mon 9/15/14
26	Area B and C	632 days	Fri 4/13/12
27	Advertise for Bids Area B and C	1 day	Fri 4/13/12
28	Bid Period Area B and C	20 days	Fri 5/4/12
29	Accept and Review Bids Area B and C	10 days	Fri 6/1/12
30	Award Construction Contracts and NTP Area B and C	10 days	Fri 6/1/12
31	Engineering Services During Construction	576 days	Fri 6/29/12
32	Final Punchlist and Complete Area B and C	1 day	Mon 9/15/14
33	Pump Stations	780 days	Tue 4/17/12
34	Advertise for Bids	14 days	Tue 4/17/12
35	Bid Period	20 days	Fri 6/1/12
36	Accept and Review Bids	10 days	Fri 6/29/12
37	Award Construction Contracts and NTP	10 days	Fri 7/13/12
38	Engineering Services During Construction	706 days	Fri 7/27/12
39	Final Punchlist and Complete	1 day	Mon 4/13/15
40	BI-Weekly Progress Meetings	221 days	Mon 5/9/11
64	Monthly or as Needed Progress Meetings	784 days	Mon 3/26/12

Task Split
 Progress Milestone
 Summary Project Summary
 External Tasks
 External Milestone
 Deadline

Project: Project Design Schedule with
 Date: Thu 5/30/13

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