

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

This Third Amendment to Contract for Consultant Services (hereafter "Third Amendment") is entered into on this _____ day of December, 2013 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, on August 28, 2012, the County and Consultant entered into a Second Amendment to the Original Contract amending language in Article 4.1 to conform to the Board approved Contracting for Services Policy ("2010 Policy") and delegating authority to the General Services Agency Director to approve allowed changes specified in the 2010 Policy adopted by the Board, as amended from time to time;

WHEREAS, construction administration services for the increase in scope approved by the Board in the First Amendment was deferred to a later date and that those services are now needed to complete the project;

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

1. RESPONSIBILITIES AND SERVICES OF CONSULTANT

- A. Consultant agrees to provide Construction Administration Services through completion of Construction and Closeout, as set out in Exhibit A – SCOPE OF WORK, Section 5 – CONSTRUCTION SUPPORT attached to the Original Contract for purposes of construction support for the Medical/Mental Health and Program Facility. Construction Administration Services for the Women's Jail Housing Unit are included in the original contract.
- B. Consultant agrees to provide Construction Administration Services through completion of Construction and Closeout, as set out in Exhibit A – SCOPE OF WORK, Section 5 – CONSTRUCTION SUPPORT attached to the Original Contract for purposes of construction support for the Security Upgrade and Integration System of the Women's Jail

2. PAYMENTS TO THE CONSULTANT

A. COMPENSATION:

The consideration to be paid CONSULTANT, as provided herein in this Third Amendment for additional services, shall be full compensation for all of the CONSULTANT'S services and expenses incurred in the performance hereof, including office expenses and any other direct or indirect expenses incident to

providing those services as set forth in Paragraphs 2(B) and (C) below.

B. REIMBURSABLE EXPENSES:

With respect to Reimbursable Expenses, the invoice shall specifically describe the expense for which reimbursement is sought. It is expressly understood and agreed that only actual costs of the Reimbursable Expenses shall be charged to the COUNTY and that the CONSULTANT shall not be entitled to any overhead or profit for the Reimbursable Expenses. Expenses incurred in the performance of CONSULTANT'S services are limited and include travel expenses: car rental, gas, airfare, lodging, and meals.

C. PAYMENT TO CONSULTANT:

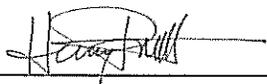
The total fee for this Third Amendment for additional services through completion of Construction and Closeout shall be \$989,496, and includes,

Construction Administration for the Medical/Programs facility and extension of services to 36 months for the Women's Jail.....	\$823,527
Construction Administration for IRC/Sallyport Transfer Yard	\$161,299
Telecommunications Design Scope revisions.....	\$4,680
Third Amendment Total	<u>\$989,496</u>
Original Contract.....	\$1,290,000
Previous changes to the Contract by Change Order and/or Amendment	\$653,734
Total Contract.....	<u>\$2,933,230</u>

3. In any instance in which a provision of this Third Amendment contradicts or is inconsistent with provisions of the Original Contract or previous Amendments, the provision of this Third 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.
4. The effective date of this Third Amendment shall be the day the County's Board of Supervisor's approves it.

ACCEPTED AND AGREED this _____ day of _____, 201__.

CONSULTANT:

BY: Henry Pittner 

TITLE: Principal

COUNTY OF SAN LUIS OBISPO

OWNER:

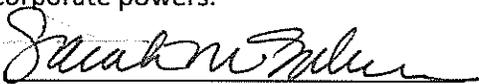
COUNTY OF SAN LUIS OBISPO

By: _____
Chairperson of the Board of Supervisors

Approved by Board action on
_____, 201__

CORPORATE CERTIFICATE

I, Sarah Sabunas, certify that I am the Assistant Secretary of the Corporation named as Consultant in the foregoing Agreement; that who signed said Contract on behalf of the Consultant, was then Principal of AECOM Technical Services, Inc., said Corporation; that said Contract 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.


Assistant Secretary

ATTEST:

Clerk of the Board of Supervisors

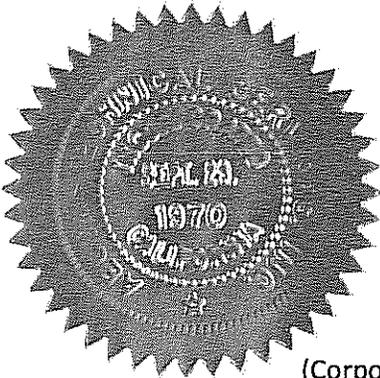
By: _____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

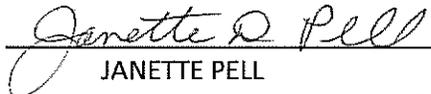
BY: 
RITA L. NEAL
County Counsel

DATE: 12/9/13



(Corporate Seal)

RECOMMENDED BY:


JANETTE PELL
General Services Agency Director