

**AMENDMENT NO. 2  
TO  
AGREEMENT FOR PROFESSIONAL  
ENGINEERING SERVICES**

The San Luis Obispo County Flood Control and Water Conservation District (DISTRICT) and Black & Veatch Corporation (ENGINEER) hereby agree to amend the following articles of the Agreement for Professional Engineering Services (AGREEMENT) dated September 23, 2014, as follows:

- A. The following Exhibits to the AGREEMENT are amended as follows:
  - i. Exhibit A, "Scope of Work", add Task 1F, "Construction Phase Support" as shown in Exhibit A2, attached hereto and incorporated by reference.
  - ii. Exhibit B1, "Cost Proposal", is hereby deleted and replaced with the Exhibit B2, "Cost Proposal", attached hereto and incorporated by reference.
  
- B. Under Paragraph 2, "Time for Completion of Work," there are no changes.
  
- C. Under Paragraph 3.a, "Compensation," the first paragraph is hereby amended as follows: "DISTRICT shall pay to ENGINEER as compensation in full for all Work required by this Agreement a sum not to exceed the total Agreement amount of \$148,578 (one hundred forty eight thousand five hundred seventy eight dollars)."
  
- D. All provisions of the AGREEMENT not affected by this Amendment No. 2, or other Amendments, shall remain unchanged and in full force and effect. In the event of any conflict between the provisions of this Amendment No. 2, and the provisions of any lower-numbered amendment, the provisions of this Amendment No. 2 shall prevail.
  
- E. The effective date of this Amendment No. 2 is January 6, 2015.

**ATTEST:**

\_\_\_\_\_  
County Clerk and Ex-Officio Clerk of the  
Board of Supervisors, San Luis Obispo County Flood  
Control and Water Conservation District,  
State of California

Date: \_\_\_\_\_, 2015

**SAN LUIS OBISPO COUNTY FLOOD  
CONTROL AND WATER  
CONSERVATION DISTRICT**

By: \_\_\_\_\_  
Chairperson of the Board  
San Luis Obispo County Flood  
Control and Water Conservation District,  
State of California

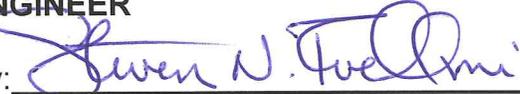
Date: \_\_\_\_\_, 2015

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

By:  \_\_\_\_\_  
Deputy District Counsel

Date: 12/8/, 2015

**ENGINEER**

By:  \_\_\_\_\_  
STEVEN N. FOELLM  
Black & Veatch Corporation

Title: Vice President

Date: 12/5/2014, 2015

**San Luis Obispo County Flood Control and Water Conservation District  
Nacimiento Water Pipeline  
Nacimiento River Crossing Repair Project  
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## **EXHIBIT A2 - SCOPE OF WORK**

The Scope of Work specified in the Agreement for Professional Engineering Services between the District and Black & Veatch Corporation dated September 23, 2014 is hereby modified as specified below.

**1. Additional Tasks.** Add the following new Task 1F to the Scope of Work.

### **Task 1F Construction Phase Support**

The purpose of Task 1F is to support the District during the construction phase of the project, from award of the contract through contract completion. Specific tasks include:

- Attend the Pre-Construction Conference. Black & Veatch will have one person attend in person and one person to participate by conference call.
- Prepare Responses to Requests for Information (RFI's). Black & Veatch will interpret the construction contract drawings and specifications and provide written responses to requests for information (RFIs) that District receives from the contractor. Responses to RFIs will be provided to the District in electronic format (Acrobat PDF files) and transmitted by email, typically. Fifteen (15) RFI's are assumed for budgeting purposes.
- Perform Submittal Reviews. Black & Veatch will review drawings and other data submitted by the contractor as required by Section 10-3, "Technical Specifications," of the contract documents. Review will be for general conformity to the construction contract drawings and specifications for the project and shall not relieve the contractor of any of its contractual responsibilities. The budget includes provisions for an initial review and a second review of each submittal.

A five (5) working day review period is established in the construction contract documents for each submittal or resubmittal. This review period represents the total time available to all members of the Project team to receive, document, transmit, review, and respond to each submittal. The District shall make every effort to maximize the amount of available time for Black & Veatch to perform its reviews.

Submittal review comments will be provided to the District in electronic format (Acrobat PDF files). Responses will include a recommended submittal status (e.g., No Exceptions Noted, etc.).

- Prepare Design Changes. Responses to RFIs may result in modifications to the design requirements. Black & Veatch will prepare and issue design changes, in the form of sketches or written changes to specification requirements, to facilitate the project construction. All proposed design changes shall be submitted to the District for review and approval prior to implementation in the construction. Design changes will be provided to the District in electronic format (Acrobat PDF files). All approved changes will be incorporated into the final project record drawings.

Up to three (3) design changes are assumed for budgeting purposes.

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- Prepare Record Drawings. The construction contract drawings will be revised to conform to the construction records based on the record drawing mark-ups supplied by the District from the contractor. The construction contractor will be responsible for maintaining a current set of “red-line” markups to reflect changes to the project as the construction progresses. These will be reviewed by the District periodically to ensure accurate representation of the work completed.

Final record drawings will be submitted in both hard copy (one set of 22 inch x 34 inch drawings) and electronic format on DVD which includes the AutoCAD and PDF files of the Project drawings.

**Work Not Included in the Task Order Budget:**

- Except as specified for the pre-construction conference, participation in regular progress meetings with the District and contractor during the construction phase is not included in the budget estimate.
- Site visits to observe of field conditions are not included in the budget estimate.

**Work by District or Others:**

- The District will lead the construction management organization for the project and will be responsible for logging and tracking the flow of documents to and from the contractor.
- Review of submittals associated with the general requirements of the contract; e.g., Water Pollution Control Program.
- Review and/or evaluation of change orders or contractor claims.

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**EXHIBIT B2 - COST PROPOSAL**

The contract amount specified in the Agreement for Professional Engineering Services between the District and Black & Veatch Corporation dated September 23, 2014 is hereby modified as specified below.

A breakdown of the estimated budget to cover the scope of work associated with Amendment 2 of this task order is shown below. A detailed breakdown is attached.

Task 1F	Construction Phase Support	<u>\$36,262</u>
	<b>Amendment 2 Subtotal</b>	<b>\$36,262</b>
	Original Contract Amount	\$92,316
	Amendment 1 Amount	<u>\$20,000</u>
	<b>Revised Contract Amount</b>	<b>\$148,578</b>



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**EXHIBIT C2 - ORGANIZATIONAL CHART**

No Changes