

FIRST AMENDMENT TO AGREEMENT NO. 17-3463  
BETWEEN THE CITY OF LOS ANGELES  
AND  
T.Y. LIN INTERNATIONAL

THIS FIRST AMENDMENT to Agreement No. 17-3463 is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("City"), acting by and through its Board of Harbor Commissioners ("Board"), and T.Y. LIN INTERNATIONAL, a California corporation, 707 Wilshire Blvd #4900, Los Angeles, CA 90017 ("Consultant") as follows:

WHEREAS, City requires professional, scientific, expert, or technical service of a temporary and occasional character, including design services; and

WHEREAS, Consultant is an organization that provides engineering, architectural, and landscape design services and management; and

WHEREAS, Executive Director requires the professional, expert and technical services of Consultant on a temporary and occasional basis to assist the City in engineering, architectural, and landscape design and design support during construction for the Avalon Promenade and Gateway project; and

WHEREAS, Consultant possesses extensive experience in dealing with bridge design and design of architectural promenade, plazas and open spaces.

NOW, THEREFORE, BE IT RESOLVED, that Agreement No. 17-3463 between the City of Los Angeles and T.Y. Lin International, be hereby amended as follows:

1. Section 4. EFFECTIVE DATE AND TERM

Subsection 4.2, is hereby amended to extend the term of this Agreement for four (4) years from February 21, 2020 to February 20, 2024.

2. Section 5. COMPENSATION, subsection 5.1, is hereby deleted and replaced with the following:

5.1 For the full and satisfactory performance of the Scope of Work, City shall pay Consultant and Consultant shall not exceed sum by adding Six Hundred Sixty-Five Thousand Three Hundred Forty-Six Dollars (\$665,346.00) for a new not to exceed Two Million One Hundred Eighty-Nine Thousand and Three Hundred Seventy-Five Dollars (\$2,189,375.00) to be paid as specified in "Exhibit F-1." If "Exhibit F-1" Allocates a specific amount to the performance of a Task or Subtask and if, following the completion of such Task or Subtask, unexpended sums remain in relation to such specific amount, Executive Director

may, upon written notice to Consultant, allocate such unexpended sums to the performance of a subsequent Task or Subtask. "Exhibit F-1" hereby replaces "Exhibit F" in the Agreement.

3. Section 10. Insurance, subsection 10.3, is removed in its entirety and replaced with the following:

10.3 Required Features of Coverages

Insurance procured by Consultant in connection with this Section 10 shall include the following features:

(a) Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Consultant's insurance documents. Consultant's insurance broker or agent shall register with the City's online insurance compliance system **KwikComply** at <https://kwikcomply.org/> and submit the appropriate proof of insurance on Consultant's behalf.

Upon request by City, Consultant shall furnish a copy of the binder of insurance and/or a full certified policy for any insurance policy required herein. This obligation is intended to, and shall, survive the expiration or earlier termination of this Agreement.

(b) Carrier Requirements

All insurance which Consultant is required to provide pursuant to this Agreement shall be placed with insurance carriers authorized to do business in the State of California and which are rated A-, VII or better in Best's Insurance Guide. Carriers without a Best's rating shall meet comparable standards in another rating service acceptable to City.

(c) Notice of Cancellation

For each insurance policy described above, Consultant shall give a 10-day prior notice of cancellation or reduction in coverage for nonpayment of premium, and a 30-day prior notice of cancellation or reduction in coverage for any other reason, by written notice via registered mail and addressed to the City of Los Angeles Harbor Department, Attn: Risk Manager and the City Attorney's Office, 425 S. Palos Verdes Street, San Pedro, California 90731.

(d) Modification of Coverage

Executive Director, at his or her sole reasonable discretion, based upon recommendation of independent insurance consultants to City, may increase or

decrease amounts and types of insurance coverage required hereunder at any time during the term hereof by giving ninety (90) days' prior written notice to Consultant.

(e) Renewal of Policies

At least thirty (30) days prior to the expiration of any policy required by this Agreement, Consultant shall renew or extend such policy in accordance with the requirements of this Agreement and direct their insurance broker or agent to submit to the City's online insurance compliance system **KwikComply** at <https://kwikcomply.org/> a renewal endorsement or renewal certificate or, if new insurance has been obtained, evidence of insurance as specified above. If Consultant neglects or fails to secure or maintain the insurance required above, Executive Director may, at his or her own option but without any obligation, obtain such insurance to protect City's interests. The cost of such insurance shall be deducted from the next payment due Consultant.

(f) Limits of Coverage

If Consultant maintains higher limits than the minimums required by this Agreement, City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Except as amended herein, all remaining terms and conditions of Agreement No. 17-3463 shall remain in full force and effect.

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(Signature page to follow)

IN WITNESS THEREOF, the parties hereto have executed this First Amendment to Agreement No. 17-3463 on the date to the left of their signatures.

THE CITY OF LOS ANGELES, by its  
Board of Harbor Commissioners

Dated: \_\_\_\_\_, 2019

By \_\_\_\_\_  
EUGENE D. SEROKA  
Executive Director

Attest \_\_\_\_\_  
AMBER M. KLESGES  
Board Secretary

T.Y. LIN INTERNATIONAL

Dated: \_\_\_\_\_, 2019

By *[Signature]*  
F.R. Clark Feron, Vice President  
(Print/type name and title)

Attest *[Signature]*  
Cat Fizer-Rau, Receptionist  
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

November 14, 2019  
MICHAEL N. FEUER, City Attorney  
JANNA B. SIDLEY, General Counsel

By *[Signature]*  
HELEN J. SOK, Deputy

HJS/lts (10/29/2019)

Account #	54220	W.O. #	2537700
Ctr/Div #	1040	Job Fac. #	228-8400
Proj/Prog #	624		
	Budget FY:	Amount:	
	16/17-18/19	\$407,035.00	
	19/20	\$265,420.00	
	20/21	\$700,00.00	
	21/22	\$500,00.00	
	22/23	\$250,000.00	
	23/24	\$66,920.00	
	Unallocated contract amt.	\$0	
	TOTAL	\$2,189,375.00	

For Acct/Budget Div. Use Only:  
Verified by: *[Signature]*  
Verified Funds Available: *[Signature]*  
Date Approved: 11/13/19

## Exhibit F-1

### COMPENSATION

For those items of the Scope of Work for which compensation is payable in fixed fee amounts, payment to the Consultant shall be made in accordance with the compensation schedule as set forth in the project directive, and the percentage of completion of each phase of the Scope of Work, as determined and approved by the Engineer and based upon monthly progress reports submitted by the Consultant. Monthly progress payments shall be equal to the percentage of completion of each phase multiplied by the fixed fee payable for completion of each phase, less amounts previously billed.

For those items of the Scope of Work for which compensation is payable in not-to-exceed amounts, the Consultant shall be paid an hourly fee as defined in Section 5.2 of this Agreement, at the rates set forth in Exhibit "B" and in accordance with the compensation schedule as set forth in the Directive. The Consultant's monthly invoice shall itemize all hours actually worked in performing such services, identifying the personnel and sub-consultant classifications of individuals performing the Directive, and the applicable hourly rates, according to Exhibit "B."

Compensable amounts set forth on (i) an hourly basis, or (ii) on the basis of an estimated Fixed Fee subject to a not-to-exceed maximum, are estimated only. In the event that all necessary services required in any category described above are, in the judgment of the Engineer, fully performed by Consultant at a cost to City which is less than the amounts estimated and authorized hereunder, Engineer may apply the unexpended balance to compensate Consultant for services in any other category for which compensation was underestimated on either of these bases.

A 5% (five percent) mark-up payable to the prime Consultant shall be allowed for work performed by listed Subconsultants.

A 5% (five percent) mark-up payable to the prime Consultant shall be allowed for all other direct costs.

Exhibit F-1

Amendment No. 1  
December 5, 2019

RATE SHEET  
T.Y. Lin International

THE WILMINGTON WATERFRONT PEDESTRIAN BRIDGE

<b>ELEMENT A -</b>	<b>PEDESTRIAN BRIDGE</b>
<b>ELEMENT B -</b>	<b>ENTRY PLAZA</b>

<u>TASKS</u>		
<b>TASK 1 - PROJECT MANAGEMENT AND COORDINATION:</b>		
COMPENSATION FOR WORK PERFORMED UNDER THIS TASK WILL BE PAID UNDER TASKS 2 - 17		\$ N/A
<b>TASK 2 - GEOTECHNICAL ENGINEERING SERVICES:</b>		
Lump Sum		
2.A	Pedestrian Bridge	\$ 53,949.00
2.B	Entry Plaza	\$ 30,795.00
<b>Task 2 Sub-Total</b>		<b>\$ 84,744.00</b>
<b>TASK 3 - CONCEPTUAL PLANNING:</b>		
Lump Sum		
3.A	Pedestrian Bridge	\$ 130,202.00
3.B	Entry Plaza	\$ 162,735.00
<b>Task 3 Sub-Total</b>		<b>\$ 292,937.00</b>
<b>TASK 4 - PRELIMINARY DESIGN PHASE (40% DESIGN PLAN DOCUMENTS):</b>		
Lump Sum		
4.A	Pedestrian Bridge	\$ 149,321.00
4.B	Entry Plaza	\$ 49,398.00
<b>Task 4 Sub-Total</b>		<b>\$ 198,719.00</b>
<b>TASK 5 - EIGHTY PERCENT CONSTRUCTION DOCUMENTS (80% DESIGN):</b>		
Lump Sum		
5.A	Pedestrian Bridge	\$ 125,002.00
5.B	Entry Plaza	\$ 66,118.00
<b>Task 5 Sub-Total</b>		<b>\$ 191,120.00</b>
<b>TASK 6 - FINAL DESIGN DOCUMENTS (100% DESIGN):</b>		
Lump Sum		
6.A	Pedestrian Bridge	\$ 69,054.00
6.B	Entry Plaza	\$ 44,386.00
<b>Task 6 Sub-Total</b>		<b>\$ 113,440.00</b>
<b>TASK 7 - SIGNATURE SUBMITTAL:</b>		
Lump Sum		
7.A	Pedestrian Bridge	\$ 20,887.00
7.B	Entry Plaza	\$ 19,916.00
<b>Task 7 Sub-Total</b>		<b>\$ 40,803.00</b>

Exhibit F-1

Amendment No. 1  
December 5, 2019

<b>TASK 8 - BID PHASE SUPPORT:</b>			
Lump Sum			
8.A	Pedestrian Bridge	\$	7,291.00
8.B	Entry Plaza	\$	12,427.00
	<b>Task 8 Sub-Total</b>	\$	<b>19,718.00</b>
<b>TASK 9 - DESIGN SERVICES DURING CONSTRUCTION:</b>			
Lump Sum			
9.A	Pedestrian Bridge	\$	176,573.00
9.B	Entry Plaza	\$	59,799.00
	<b>Task 9 Sub-Total</b>	\$	<b>236,372.00</b>
<b>TASK 10 - PROJECT, COORDINATION, DOCUMENTATION, CONTROLS:</b>			
Lump Sum			
10.A	Pedestrian Bridge	\$	17,200.00
10.B	Entry Plaza	\$	7,186.00
	<b>Task 10 Sub-Total</b>	\$	<b>24,386.00</b>
<b>TASK 11 - GATEWAY FEATURE DESIGN SERVICES:</b>			
Lump Sum			
	<b>Task 11 Sub-Total</b>	\$	<b>112,503.00</b>
<b>TASK 12 - STREET VACATION SERVICES:</b>			
Lump Sum			
	<b>Task 12 Sub-Total</b>	\$	<b>81,322.00</b>
<b>TASK 13 - PLANNING AND COORDINATION WITH LOS ANGELES DEPARTMENT OF WATER AND POWER FOR TANK REMOVAL</b>			
Lump Sum			
	<b>Task 13 Sub-Total</b>	\$	<b>104,430.00</b>
<b>TASK 14 - DESIGN WORKSHOPS AND PUBLIC OUTREACH:</b>			
Lump Sum			
	<b>Task 14 Sub-Total</b>	\$	<b>156,755.00</b>
<b>TASK 15 - AS-NEEDED ENGINEERING DESIGN SERVICES:</b>			
Not to Exceed			
	<b>Task 15 Sub-Total</b>	\$	<b>350,000.00</b>
<b>TASK 16 - RESTROOM DESIGN:</b>			
Lump Sum			
	<b>Task 16 Sub-Total</b>	\$	<b>92,626.00</b>
<b>TASK 17 - ADDITIONAL ARCH BRIDGE ANALYSIS:</b>			
Lump Sum			
17.A	Vibration Study	\$	29,500.00
17.B	Wind Tunnel Testing	\$	60,000.00
	<b>Task 17 Sub-Total</b>	\$	<b>89,500.00</b>
<b>The Wilmington Waterfront Pedestrian Bridge:</b>		\$	<b>2,189,375.00</b>