

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

THIS SECOND 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 ("Consultant") as follows:

1. Section 4.2 is deleted in its entirety and replaced with the following:

"4.2 The term of this Agreement shall not exceed eleven (11) years and ten (10) months, commencing on the Agreement's effective date and terminating December 31, 2028. This Agreement shall be in full force and effect until:

a. Engineer determines that Consultant has completed the Scope of Work and provides Consultant written notice thereof; or

b. Board, in its sole discretion, terminates this Agreement, which termination shall become effective five (5) calendar days following Executive Director's transmittal of written notice advising Consultant of such action by Board. Upon receipt of such written notice, Consultant shall cease the performance of the Scope of Work. Consultant shall be entitled to compensation only for services actually performed prior to such termination. Engineer, in his or her sole reasonable discretion, shall determine the amount of services actually performed and shall allocate a portion of the total compensation due Consultant accordingly. If Board so terminates this Agreement, Consultant shall deliver all drawings, specifications, plans, reports, studies, calculations, estimates, documents and other work product produced pursuant to this Agreement to City in an organized, usable form with all items properly labeled to the degree of detail specified by the Engineer. No compensation shall be due Consultant until it complies with the requirements of this paragraph; or

c. Eleven (11) years and ten (10) months have elapsed from the effective date of the Agreement."

2. Section 5.1 is deleted in its entirety 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 accept a sum not to exceed Three Million Eight Hundred Eighty-Nine Thousand Three Hundred and Seventy-Five Dollars (\$3,889,375) to be paid as specified in Exhibit "F-2." If Exhibit "F-2" 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.

3. Exhibit F-1 is removed in its entirety and replaced with Exhibit F-2 which is attached hereto and made a part hereof.

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

Subject to the provisions of Charter Section 373, the effective date of this Amendment shall be the date of its execution by the Executive Director upon authorization of the Board. Consultant is aware that pursuant to Charter Section 373 and Administrative Code Section 10.5, this Amendment requires approval by City Council prior to becoming effective.

IN WITNESS THEREOF, the parties hereto have executed this Second 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: _____

By _____
EUGENE D. SEROKA
Executive Director

Attest _____
AMBER M. KLESGES
Board Secretary

Dated: 10/5/2023

T.Y. LIN INTERNATIONAL



By: *Dan Fitz*
Dan Fitzwilliam, Vice President
(Print/type name and title)

By: *[Signature]*
Marwan Nader, Senior Vice President
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

October 12, 2023
HYDEE FELDSTEIN SOTO, City Attorney
Steven Y. Otera, General Counsel

By 
HELEN J. SOK, Deputy City Attorney

Account #	54220	W.O. #	2537700
Ctr/Div #	1040	Job Pac. #	228-7400
Proj/Prog #	624		
Budget FY:		Amount:	
16/17-23/24		\$2,189,375	
23/24		\$220,000	
24/25		\$550,000	
25/26		\$550,000	
26/27		\$350,000	
27/28		\$20,000	
28/29		\$10,000	
TOTAL		\$3,889,375	
For Acct/Budget Div. Use Only:			
Verified by:		Digitally signed by Joanna Leack Date: 2023.10.05 11:07:50 -0700	
Verified Funds Available:		Digitally signed by Frank Liu Date: 2023.10.05 16:41:38 -0700	
Date Approved:	10/5/23		

Rev. 12/21/22

RATE SHEET
T.Y. Lin International

AVALON PEDESTRIAN BRIDGE AND PROMENADE GATEWAY

ELEMENT A -	PEDESTRIAN BRIDGE
ELEMENT B -	ENTRY PLAZA

<u>TASKS</u>		
TASK 1 - PROJECT MANAGEMENT AND COORDINATION:		
COMPENSATION FOR WORK PERFORMED UNDER THIS TASK WILL BE PAID UNDER TASKS 2 - 17		\$ N/A
TASK 2 - GEOTECHNICAL ENGINEERING SERVICES:		
Lump Sum		
2.A	Pedestrian Bridge	\$ 53,949.00
2.B	Entry Plaza	\$ 30,795.00
	Task 2 Sub-Total	\$ 84,744.00
TASK 3 - CONCEPTUAL PLANNING:		
Lump Sum		
3.A	Pedestrian Bridge	\$ 130,202.00
3.B	Entry Plaza	\$ 127,735.00
	Task 3 Sub-Total	\$ 257,937.00
TASK 4 - PRELIMINARY DESIGN PHASE (40% DESIGN PLAN DOCUMENTS):		
Lump Sum		
4.A	Pedestrian Bridge	\$ 149,321.00
4.B	Entry Plaza	\$ 49,398.00
	Task 4 Sub-Total	\$ 198,719.00
TASK 5 - EIGHTY PERCENT CONSTRUCTION DOCUMENTS (80% DESIGN):		
Lump Sum		
5.A	Pedestrian Bridge	\$ 379,351.00
5.B	Entry Plaza	\$ 49,588.50
	Task 5 Sub-Total	\$ 428,939.50
TASK 6 - FINAL DESIGN DOCUMENTS (100% DESIGN):		
Lump Sum		
6.A	Pedestrian Bridge	\$ 181,990.00
6.B	Entry Plaza	\$ -
	Task 6 Sub-Total	\$ 181,990.00
TASK 7 - SIGNATURE SUBMITTAL:		
Lump Sum		
7.A	Pedestrian Bridge	\$ 53,940.00
7.B	Entry Plaza	\$ -
	Task 7 Sub-Total	\$ 53,940.00

* Amendment 2 Revision

TASK 8 - BID PHASE SUPPORT:			
Lump Sum			
8.A	Pedestrian Bridge	\$	14,383.00
8.B	Entry Plaza	\$	-
	Task 8 Sub-Total	\$	14,383.00
TASK 9 - DESIGN SERVICES DURING CONSTRUCTION:			
Lump Sum			
9.A	Pedestrian Bridge	\$	476,573.00 *
9.B	Entry Plaza	\$	259,799.00 *
	Task 9 Sub-Total	\$	736,372.00
TASK 10 - PROJECT, COORDINATION, DOCUMENTATION, CONTROLS:			
Lump Sum			
10.A	Pedestrian Bridge	\$	-
10.B	Entry Plaza	\$	-
	Task 10 Sub-Total	\$	-
TASK 11 - GATEWAY FEATURE DESIGN SERVICES:			
Lump Sum			
	Task 11 Sub-Total	\$	12,353.00
TASK 12 - STREET VACATION SERVICES:			
Lump Sum			
12	Street Vacation Services	\$	30,614.40
12.1	Railroad Crossing Closure	\$	-
	Task 12 Sub-Total	\$	30,614.40
TASK 13 - PLANNING AND COORDINATION WITH LOS ANGELES DEPARTMENT OF WATER AND POWER FOR TANK REMOVAL			
Lump Sum			
	Task 13 Sub-Total	\$	52,310.30
TASK 14 - DESIGN WORKSHOPS AND PUBLIC OUTREACH:			
Lump Sum			
	Task 14 Sub-Total	\$	156,755.00
TASK 15 - AS-NEEDED ENGINEERING DESIGN SERVICES:			
Not to Exceed			
	Task 15 Sub-Total	\$	1,516,717.00 *
TASK 16 - RESTROOM DESIGN:			
Lump Sum			
	Task 16 Sub-Total	\$	74,100.80
TASK 17 - ADDITIONAL ARCH BRIDGE ANALYSIS:			
Lump Sum			
17.A	Vibration Study	\$	29,500.00
17.B	Wind Tunnel Testing	\$	60,000.00
	Task 17 Sub-Total	\$	89,500.00
The Wilmington Waterfront Pedestrian Bridge:		\$	3,889,375.00

* Amendment 2 Revision