

**SECOND AMENDMENT TO AGREEMENT NO. 15-3348
BETWEEN THE CITY OF LOS ANGELES
AND
SASAKI ASSOCIATES, INC.**

THIS SECOND AMENDMENT to Agreement No. 15-3348 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 SASAKI ASSOCIATES, INC., a Massachusetts corporation, whose address is 64 Pleasant Street, Watertown, MA 02472 ("Consultant") as follows:

1. Terms defined in Agreement No. 15-3348 shall have the same meanings herein. References herein to "Sections" shall be to sections of the Agreement.

2. Subsection 4.2 is removed in its entirety and replaced with the following:

"4.2 The term of this Agreement shall not exceed seven (7) years and ten (10) months, commencing on the Agreement's effective date. 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. Seven (7) years and ten (10) months have elapsed from the effective date of the Agreement."

3. Subsection 5.1 is removed 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 Six Hundred Ninety Thousand Dollars (\$3,690,000) 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.”

4. The Rate Sheet for Sasaki Associates, Inc. attached hereto as Exhibit “F-1” shall replace and supersede Exhibit “F” of the Agreement, and all references to Exhibit “F” throughout the Agreement shall be replaced with Exhibit “F-1”.

5. Section 9.7 is removed in its entirety and replaced with the following:

“9.7 Professional Liability Insurance

Consultant is required to provide Professional Liability insurance with respect to negligent or wrongful acts, errors or omissions, or failure to render services in connection with the professional services to be provided under this Agreement. This insurance shall protect against claims arising from professional services of the insured, or by its employees, agents, or contractors, and include coverage (or no exclusion) for contractual liability.

Consultant certifies that it now has professional liability insurance in the amount of Five Million Dollars (\$5,000,000), which covers work to be performed pursuant to his Agreement and that it will keep such insurance or its equivalent in effect at all times during performance of said Agreement and until two (2) years following acceptance of the completed project by Board.

Notice of occurrences of claims under the policy shall be made to the City Attorney’s office with copies to Risk Management.”

6. This Second Amendment to the Agreement shall be effective upon execution by the Executive Director after approval by the Board and the City Council of City.

Except as amended herein, all remaining terms and conditions of Agreement No. 15-3348 shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have executed this Second Amendment to Agreement No. 15-3348 on the date to the left of their signatures.

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


Dated: _____, 2021

By _____
EUGENE D. SEROKA
Executive Director

Attest _____
AMBER M. KLESGES
Board Secretary

Dated: June 16, 2021, 2021

SASAKI ASSOCIATES, INC.

By  _____
James Miner (Jun 16, 2021 14:26 EDT)
James Miner, President / Chair of the Board

(Print/type name and title)

By _____

(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

June 16, 2021
MICHAEL N. FEUER, City Attorney
JANNA B. SIDLEY, General Counsel

By  _____
JANET KARKANEN, Deputy

JLK/lla 06/16/2021

Date:
 Contractor/Vendor Name: SASAKI ASSOCIATES, INC.

Account#	54220	W.O. #	2533000
Ctr/Div#	1040	Job Fac.#	228-2600
Proj/Prog#	624		
Budget FY:		Amount:	
15/16	\$	328,140.00	
16/17	\$	942,590.60	
17/18	\$	496,627.88	
18/19	\$	235,484.50	
19/20	\$	647,123.02	
20/21	\$	350,000.00	
21/22	\$	140,000.00	
22/23	\$	300,000.00	
23/24	\$	250,034.00	
TOTAL	\$	3,690,000.00	
<u>For Acct/Budget Div. Use Only</u>			
Verified by:	<i>M. Hyalda</i>		<small>Digitally signed by Malody Ugales Date: 2021.06.04 09:20:27 +0700</small>
Verified Funds Available:	<i>Fallas</i>		<small>Digitally signed by Falls Date: 2021.06.04 09:37:05 +0700</small>
Date Approved:	6/4/2021		

**EXHIBIT F-1
RATE SHEET FOR
SASAKI ASSOCIATES, INC.**

WILMINGTON WATERFRONT PROMENADE

<u>TASKS</u>	
TASK 1 – PROJECT MANAGEMENT AND COORDINATION:	
TASK 2 – GEOTECHNICAL ENGINEERING SERVICES:	
Lump Sum	
Task 2 Sub-Total	\$ 150,000.00
TASK 3 – CONCEPTUAL PLANNING:	
Lump Sum	
Task 3 Sub-Total	\$ 364,600.00
TASK 4 – PRELIMINARY DESIGN PHASE (40% DESIGN PLAN DOCUMENTS):	
Lump Sum	
Task 4 Sub-Total	\$ 339,370.00
TASK 5 – EIGHTY PERCENT CONSTRUCTION DOCUMENTS (80% DESIGN):	
Lump Sum	
Task 5 Sub-Total	\$ 541,900.00
TASK 6 – FINAL DESIGN DOCUMENTS (100% DESIGN):	
Lump Sum	
Task 6 Sub-Total	\$ 550,810.00
TASK 7 – SIGNATURE SUBMITTAL:	
Lump Sum	
Task 7 Sub-Total	\$ 394,318.00
TASK 8 – BID PHASE SUPPORT:	
Lump Sum	
Task 8 Sub-Total	\$ 48,800.00
TASK 9 – DESIGN SERVICES DURING CONSTRUCTION:	
Lump Sum	
Task 9 Sub-Total	\$ 655,618.00
TASK 10 – PROJECT COORDINATION, DOCUMENTATION, CONTROLS, AND REPORTING:	
Lump Sum	
Task 10 Sub-Total	\$ 28,400.00
TASK 11 – AS-NEEDED ENGINEERING DESIGN SERVICES:	
Not to Exceed	
Task 11 Sub-Total	\$ 356,692.00
TASK 12 – WATER STEPS REDESIGN:	
Lump Sum	
12.1 Water Steps Concept Alternatives	\$ 46,248.00
12.2 Water Steps Redesign	\$ 168,244.00
Task 12 Sub-Total	\$ 214,492.00
TASK 13 – FLOATING DOCK – TALL SHIPS:	
Lump Sum	
13.1 Floating Dock Concept Alternatives	\$ 45,000.00
Task 13 Sub-Total	\$ 45,000.00
Wilmington Waterfront Promenade Project Total:	
	\$3,690,000.00