

**SECOND AMENDMENT TO AGREEMENT NO. 08-2681
BETWEEN THE CITY OF LOS ANGELES AND
HDR ENGINEERING, INC.**

THIS SECOND AMENDMENT to Agreement No. 08-2681 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 HDR ENGINEERING, INC. ("Consultant") as follows:

WHEREAS, City entered into Agreement No. 08-2681 with Consultant effective on July 8, 2008 to provide professional engineering services for the C Street/I-110 Access Ramp Improvements Project ("Project"); and

WHEREAS, City continues to require professional engineering services for the Project in order to maintain continuity of the Engineer of Record until the end of the Project construction contract, which will be one year after construction has ended; and

WHEREAS, Consultant has successfully provided the services requested by City to date and is capable and well-qualified to continue to provide the services required by the City;

NOW, THEREFORE, in consideration of the forgoing recitals, the parties agree as follows:

1. Article II, Section C, Consultant's Project Manager, is amended to name Camilo Rocha as the new Project Manager for Work to be performed under the Agreement.
2. Article V, Section E.4, Duration, is amended to read:

"Eight (8) years and eleven (11) months have elapsed from the effective date of the Agreement; or"
3. Article VI, Section A, Board to Pay Consultant, is amended to increase the not-to-exceed amount by \$400,000 to read:

"For the satisfactory performance of Work, City agrees to pay Consultant and Consultant agrees to accept in lawful money of the United States a sum not to exceed \$4,128,000 to be paid as specified in Exhibit "D-2" as full compensation for Work performed by Consultant and Subconsultants in accordance with this Agreement. This sum does not include changes in compensation for performance of extra Work pursuant to Section C of Article VI."

4. Exhibit "D-1" Compensation is replaced by revised Exhibit "D-2" Compensation which is attached hereto and made a part hereof. All references throughout the Agreement to "Exhibit D" shall now be considered "Exhibit D-2".
5. Exhibit "E-1" Schedule of Work is replaced by revised Exhibit "E-2" Schedule of Work which is attached hereto and made a part hereof. All references throughout the Agreement to "Exhibit E" shall now be considered "Exhibit E-2".

This Second Amendment shall be effective upon the date of its execution by the Executive Director after it is approved by the City Council in accordance with Section 373 of the City Charter.

Except as amended herein, all remaining terms and conditions of Agreement No. 08-2681 shall remain in full force and effect.

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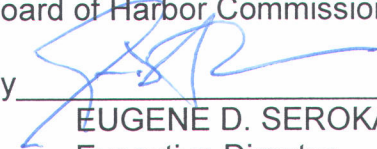
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IN WITNESS THEREOF, the parties hereto have executed this Second Amendment to Agreement No. 08-2681 on the date to the left of their signatures.

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

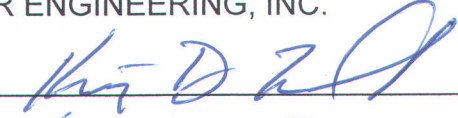
Dated: _____

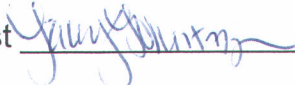
By 
EUGENE D. SEROKA
Executive Director

Attest: _____
Secretary

HDR ENGINEERING, INC.

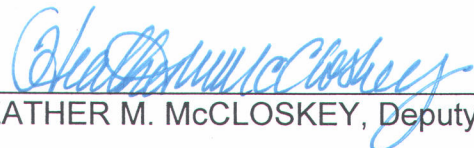
Dated: _____



By 
KIRK D. FIELD, Vice President
(Print/type name and title)

Attest 
Lynn Lorenzen, Sr. Project Coordinator
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

1/29, 2015
MICHAEL N. FEUER, City Attorney
Janna B. Sidley, General Counsel

By 
HEATHER M. McCLOSKEY, Deputy

Account #	<u>54220</u>	W.O. #	<u>2485200</u>
Ctr/Div #	<u>1172</u>	Job Fac. #	<u>203-2600</u>
Proj/Prog #	<u>000</u>		
Budget FY: Amount:			
	<u>14/15</u>	<u>175,000</u>	
	<u>15/16</u>	<u>100,000</u>	
	<u>16/17</u>	<u>125,000</u>	
	<u>TOTAL</u>	<u>400,000</u>	
For Acct/Budget Div. Use Only:			
Verified by:	<u></u>		
Verified Funds Available:	<u></u>		
Date Approved:	<u>1/7/2015</u>		