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Eric Garcetti Mayor, City of Los Angeles

Board of Harbor Commissioners

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Lucia Moreno-Linares Commissioner

Anthony Pirozzi, Jr. Commissioner

Eugene D. Seroka Executive Director

September 23, 2021

Sasaki Associates, Inc.
c/o WeWork
711 Atlantic Ave.
6th Floor
Boston, Ma. 02111

Attn: Mr. Sam Lee

SUBJECT: RESOLUTION NO. 21-9850 – PROPOSED SECOND AMENDMENT TO AGREEMENT NO. 15-3348 BETWEEN THE CITY OF LOS ANGELES HARBOR DEPARTMENT AND SASAKI ASSOCIATES, INC., FOR THE ENGINEERING, ARCHITECTURAL. AND LANDSCAPE DESIGN SERVICES FOR THE WILMINGTON WATERFRONT PROJECT

Enclosed is one (1) executed original of Agreement 21-3348-B between the City of Los Angeles Harbor Department and Sasaki Associates, Inc., for your files.

Please feel free to contact me at (310) 732-2642 if you have any questions.

Best Regards,

[Handwritten signature of Amber M. Klesges]

AMBER M. KLESGES
Commission Secretary

4.  
7.1.21

RECOMMENDATION APPROVED;  
RESOLUTION 21-9850 ADOPTED; AND  
AGREEMENT 21-3348-B APPROVED  
BY THE BOARD OF HARBOR COMMISSIONERS

July 1, 2021

  
AMBER M. KLESGES  
Board Secretary



**DATE: JUNE 15, 2021**

**FROM: ENGINEERING**

**SUBJECT: RESOLUTION NO. 21-9850 SECOND AMENDMENT TO AGREEMENT NO. 15-3348 BETWEEN THE CITY OF LOS ANGELES HARBOR DEPARTMENT AND SASAKI ASSOCIATES, INC, FOR THE ENGINEERING, ARCHITECTURAL, AND LANDSCAPING DESIGN SERVICES FOR THE WILMINGTON WATERFRONT PROMENADE**

**SUMMARY:**

Staff requests the Board of Harbor Commissioners (Board) adopt a Resolution approving the Second Amendment to Agreement No. 15-3348 (Agreement) between the City of Los Angeles Harbor Department (Harbor Department) and Sasaki Associates, Inc. (Consultant) of Watertown, Massachusetts, to provide planning, engineering, architectural design, landscape design, and bidding and design support during construction for the Wilmington Waterfront Promenade Project (Project). The original agreement was approved by the Board on September 17, 2015 for the amount of \$3,190,000.

The Second Amendment will allow the Harbor Department to complete design support services during construction with the same Engineer of Record, adds professional services to the agreement to include unforeseen engineering design work during construction, adds \$500,000 in compensation for a total not-to-exceed amount of \$3,690,000, and extends the Agreement by ten (10) additional months, for a total of seven (7) years and ten (10) months. The Harbor Department will continue to be financially responsible for expenses incurred under the Agreement.

**RECOMMENDATION:**

It is recommended that the Board of Harbor Commissioners:

1. Find that the Director of Environmental Management has determined that the proposed action is administratively exempt from the requirements of the California Environmental Quality Act (CEQA) under Article II Section 2(f) of the Los Angeles City CEQA Guidelines;
2. Find that in accordance with the Los Angeles City Charter Section 1022, the services required can be performed more feasibly by an outside contractor than by City employees;

**SUBJECT: SECOND AMENDMENT TO AGREEMENT NO. 15-3348 WITH SASAKI ASSOCIATES, INC.**

same Engineer of Record, add \$500,000 to the compensation for a total not-to-exceed amount of \$3,690,000, and extend the Agreement by ten (10) additional months, for a total of seven (7) years and ten (10) months;

4. Direct the Board Secretary to transmit the Second Amendment to Agreement No. 15-3348 to the Los Angeles City Council for approval pursuant to Section 373 of the Charter of the City of Los Angeles and Section 10.5 of the Los Angeles Administrative Code;
5. Authorize the Executive Director to execute and Board Secretary to attest to said Second Amendment for and on behalf of the Board; and
6. Adopt Resolution No. 21.7850.

**DISCUSSION:**

Background/Context - The City of Los Angeles Harbor Department continues its commitment to the community to revitalize the LA Waterfront. The Wilmington Waterfront Development Project (WWDP) Environmental Impact Report (EIR), certified on June 18, 2009, has set the framework for this development focusing on the Wilmington community.

On September 17, 2015, the Board approved the original three-year Agreement providing professional services to design a waterfront promenade, pedestrian plaza, parking courts, realignment of Water Street adjacent to the railroad tracks, and landscaping. At the meeting on August 23, 2018, the Board of Harbor Commissioners approved the First Amendment with Sasaki Associates, Inc. The First Amendment extended the Agreement term by four (4) years. No additional compensation was added in the First Amendment.

Additional time for the Agreement is required to ensure that the Harbor Department completes and maintains consistent design support services during construction with the same Engineer of Record for construction. The construction phasing required to realign Water Street, and to place and compact the large fill mound before the improvements can be constructed, extended the construction duration beyond the term of the Agreement and the First Amendment. Staff recommends the Harbor Department amend the current Agreement in order to provide continuity of engineering design and engineering support services during the construction period and maintaining a single responsible party as Engineer of Record for professional liability.

In Addition, this Second Amendment increases the professional liability insurance requirements to \$5,000,000, which covers work to be performed pursuant to this Agreement.

Progress To Date - Since the Board approved the Agreement, and subsequent First Amendment, substantial progress has been made. The Consultant has completed design, the project was bid and awarded for construction, and construction has started on the Wilmington

DATE: JUNE 15, 2021

PAGE 3 OF 4

**SUBJECT: SECOND AMENDMENT TO AGREEMENT NO. 15-3348 WITH SASAKI ASSOCIATES, INC.**

Waterfront Promenade Project. Construction started on November 26, 2020, and is scheduled to be completed on March 16, 2023.

Second Amendment – The proposed Second Amendment will extend the Agreement by ten (10) additional months, for a total of seven (7) years and ten (10) months, to August 8, 2023. Additionally, the proposed Second Amendment will add \$500,000 to the total compensation for additional professional services, including unforeseen engineering design work during construction, for a total not-to-exceed amount of \$3,690,000.

Small Business Enterprise Program and Subconsultant Participation - Throughout the term of the Agreement, the Consultant’s overall sub-consultant business enterprise proposal is 25% Small Business Enterprise (SBE) and Very Small Business Enterprise (VSBE) combined.

This Agreement is in conformance with both the City’s Service Agreement Worker Retention and Living Wage Ordinances.

**ENVIRONMENTAL ASSESSMENT:**

The proposed action is approval of a Second Amendment to Agreement No. 15-3348 with Sasaki Associates, Inc. to complete design support services for the Wilmington Waterfront Promenade Project, which is an administrative activity. Therefore, the Director of Environmental Management has determined that the proposed action is administratively exempt from the requirements of CEQA in accordance with Article II Section 2(f) of the Los Angeles City CEQA Guidelines.

**FINANCIAL IMPACT:**

Approval of the proposed Second Amendment will increase compensation authority by \$500,000 from \$3,190,000 currently to \$3,690,000 as amended. In addition, the proposed Second Amendment will also increase the term of the Agreement by 10 months from seven years currently to seven years and ten months as amended.

If approved, it is contemplated that funds under the Agreement will be expended as follows:

| <b>Fiscal Year (FY)</b>                 | <b>Amount</b>         |
|---|-----------------------|
| Spent to date from FY 15/16 to FY 20/21 | \$2,999,966.00        |
| FY 21/22                                | \$140,000.00          |
| FY 22/23                                | \$300,000.00          |
| FY 23/24                                | \$250,034.00          |
| <b>Total</b>                            | <b>\$3,690,000.00</b> |

DATE: JUNE 15, 2021

PAGE 4 OF 4

SUBJECT: SECOND AMENDMENT TO AGREEMENT NO. 15-3348 WITH SASAKI ASSOCIATES, INC.

Funds for FY 21/22 in the amount of \$140,000.00 have been budgeted in Account No. 54220 (Architect/Engineer Design Support), Center No. 1040, Program No. 624. Funds for future fiscal years will be requested to be budgeted as part of the annual budget process, upon Board approval. Upon project completion, the Harbor Department will continue to be responsible for maintenance and operating costs associated with the Wilmington Waterfront Promenade.

**CITY ATTORNEY:**

The Office of the City Attorney has prepared and approved the Second Amendment as to form and legality.

**TRANSMITTALS:**

1. Second Amendment to Agreement No. 15-3348 21-3348-B
2. Agreement No. 15-3348
3. First Amendment to Agreement No. 15-3348

FIS Approval: MB (initials)  
CA Approval: JS (initials)

  
DAVID M. WALSH, P.E.  
Chief Harbor Engineer

  
ANTONIO V. GIOIELLO, P.E.  
Deputy Executive Director, Development

APPROVED:

 For

EUGENE D. SEROKA  
Executive Director

Author: H. Cisneros

HC:aw  
25330b3

**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: August 25, 2021

By   
EUGENE D. SEROKA  
Executive Director

Attest   
AMBER M. KLESGES  
Board Secretary

SASAKI ASSOCIATES, INC.

Dated: June 16, 2021, 2021

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:                         |   | Digitally signed by Malody Ugalde<br>Date: 2021.06.04 09:20:27<br>+07'00' |          |
| Verified Funds Available:            |  | Digitally signed by Frank Liu<br>Date: 2021.06.24 09:37:58<br>+07'00'     |          |
| Date Approved:                       | 6/4/2021  |   |          |

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

WILMINGTON WATERFRONT PROMENADE

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