

THIRD AMENDMENT TO AGREEMENT NO. 18-3618
BETWEEN THE CITY OF LOS ANGELES AND
MARK THOMAS & COMPANY, INC.

THIS THIRD AMENDMENT to Agreement No. 18-3618 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 MARK THOMAS & COMPANY, INC., as follows:

1. Section 4.2 is amended to add two years to the term of the Agreement and will read:

"4.2 The term of this Agreement shall not exceed nine (9) years commencing on the Agreement's effective date."

"4.2 (c) Nine (9) years have elapsed from the effective date of the Agreement."

2. Section 5.1 is amended to add Two Million Four Hundred Fifty-Five Thousand Dollars (\$2,455,000) to the compensation as follows:

"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 Seven Million Four Hundred Fifty-Two Thousand Eight Hundred Seventy-Three Dollars (\$7,452,873) 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 (including all previous revisions) is removed in its entirety and replaced with Exhibit F-2, attached hereto and made a part of the Agreement. References to "Exhibit F-1" within the Agreement and any Amendments are replaced with "Exhibit F-2."

Except as amended herein, all remaining terms and conditions of Agreement No. 18-3618 shall remain in full force and effect.

(Signature Page to follow)

IN WITNESS WHEREOF, the parties have executed this Third Amendment to Agreement No. 18-3618 on the date to the left of their signatures.

Dated: _____, 20__

Mar 14, 2023
Dated: _____, 20__

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

By: _____
EUGENE D. SEROKA
Executive Director

Attest _____
AMBER M. KLESGES
Board Secretary

MARK THOMAS & COMPANY, INC.

By: Zachary Siviglia

Zachary Siviglia / Consultant

(Print/type name and title)

Attest: Matt Brogan

Matt Brogan (Mar 14, 2023 12:44 PDT)

Matt Brogan / Principal

(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

3-14, 2023
HYDEE FELDSTEIN SOTO, City Attorney
STEVEN Y. OTERA, General Counsel


By: _____
MINAH PARK, Deputy City Attorney


Date:

Contractor/Vendor Name: Mark Thomas & Company, Inc.

Account#	54220	W.O. #	2533400
Ctr/Div#	1172	Job Fac.#	635-0000
Proj/Prog#	000		
Budget FY:		Amount:	
Prior Years		\$4,246,453.80	
22/23		\$700,000.20	
23/24		\$750,000.00	
24/25		\$750,000.00	
25/26		\$600,000.00	
26/27		\$406,419.00	
TOTAL		\$7,452,873.00	

For Acct/Budget Div. Use Only

Verified by:  Digitally signed by Joanna Ames
Date: 2023.03.13 10:11:40 -0700'

Verified Funds Available:  Digitally signed by Frank Liu
Date: 2023.03.13 10:31:52 -0700'

Date Approved: 3/13/23

**EXHIBIT F-2
METHOD OF COMPENSATION
(Revised March 30, 2023)**

Port of Los Angeles

#	TASK	COST
1.0	Project Management and Coordination (Lump Sum)	\$ 0
2.0	Collect Existing Data and Field Investigations (Lump Sum)	\$ 962,295
3.0	Preliminary Design (35% Construction Plans) (Lump Sum)	\$ 456,296
4.0	Sixty-Five Percent Design Documents (65% Construction Plans) (Lump Sum)	\$ 682,564
5.0	Final Design Documents (95% Construction Plans) (Lump Sum)	\$ 1,429,207
6.0	Signature Submittal (Lump Sum)	\$ 486,234
7.0	Bidding Phase (Time and Materials)	\$ 205,000
8.0	Design Services During Construction (Time and Materials)	\$ 1,500,000
9.0	As Needed Engineering Services (Time and Materials)	\$ 780,000
9.1	Cloud Platform & File Management Services (Time and Materials)	\$ 43,363
9.2	Additional Geotechnical Services (Time and Materials)	\$ 181,533.60
9.3	Settlement Evaluation & Mitigation Alternatives (Time and Materials)	\$ 104,871
9.4	Environmental Remediation Support, Geometric Updates, Architectural Treatment Conceptual Support (Lump Sum)	\$ 135,326
9.5	As-Needed Support Services (Lump Sum)	\$ 37,250
9.6	Sewer Line Relocation Design, Hydraulic Analysis and Drainage Updates, SpecLink Cloud and Spec Support Services (Lump Sum)	\$ 70,191
9.7	Overhead Sign Structures and Ground Anchor Design Modifications (Lump Sum)	\$ 74,531
9.8	Supplemental Design Standard Decision Document and Landscape Design (Lump Sum)	\$ 38,096
9.9	DIB, ROW Certification, SDSDD (Lump Sum)	\$ 38,861
9.10	Caltrans October 2022 Standard Revisions (Lump Sum)	\$ 90,634.40
10.0	Non-Standard Retaining Wall Support (Lump Sum)	\$ 136,620
	TOTAL	\$ 7,452,873

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 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 "G-1" 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 G-1". 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 all work performed by listed Subconsultants.