

5. PROJECT NO. 7196 - CONSTRUCTION MANAGEMENT AND CONSTRUCTION INSPECTION CONTRACT NO. 2 - FIRESTONE BOULEVARD BETWEEN STUDEBAKER AND IMPERIAL HIGHWAY

Staff recommends City Council Approve Amendment No. 2 to the contract with T.Y. Lin International in the amount of \$397,852 for Construction Management and Inspection services for Project No. 7196, Firestone Boulevard Improvements; and authorize the City Manager or his designee to execute the amendment on behalf of the City, in a form approved by the City Attorney.

## **SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**

This Second Amendment to Agreement for Professional Services ("Second Amendment") is entered into as of \_\_\_\_\_, 2025 and is to that certain Agreement by and between the City of Norwalk, a California municipal corporation ("City") and T.Y. Lin, a California corporation ("Consultant") (collectively referred to as "Parties") dated July 11, 2024 ("Original Agreement").

### **R E C I T A L S**

A. On July 11, 2024, the Parties entered into an *Agreement for Professional Services* to provide professional Construction Management and Construction Inspection Services for Firestone Boulevard Widening from Hoxie Avenue to Imperial Highway (City Project No. 7196), as amended by the *First Amendment to Agreement for Professional Services* dated October 28, 2024 (collectively "Agreement").

B. Pursuant to Sections 3 and 21 of the Agreement, the Parties desire to amend the Agreement to modify the Scope of Services and corresponding maximum compensation pursuant to the Consultant's proposal attached hereto as Exhibits A-2 and B-2, which is hereby incorporated by reference into the Agreement.

Now, therefore, and for good consideration, the Parties agree to modify the Agreement as follows:

**Section 1.** The Scope of Services of the Agreement is hereby supplemented to include the services described in Exhibit A-2. Section 1.1 of the Agreement is amended to read in its entirety as follows:

"1.1 Scope of Services. Consultant shall provide the professional services, as more particularly described in Exhibits A,A-1, and A-2 ("Services")."

**Section 2.** Section 3 of the Agreement is hereby amended to include a second paragraph as follows:

"3.1.1 Compensation. As compensation for Consultant's Services under Exhibit A-2 for Project No. 7196, City shall pay Consultant an additional sum not-to-exceed Three Hundred Ninety-Seven Thousand Eight Hundred Fifty-Two Dollars (\$397,852) with a new not-to-exceed contract value of Two Million Three Hundred Eighty-Eight Thousand Two Dollars (\$2,388,002). The total amount of compensation under this Section 3, and all subsections hereunder, shall herein be referred to as the ("maximum compensation"). In no event shall the Consultant be paid more than the maximum compensation (which includes expenses and additional services, if any) during the term of this Agreement."

**Section 3.** Except as expressly modified or supplemented by this Second Amendment, all other provisions of the Agreement shall remain unaltered and in full force and effect. In the event of a conflict between the provisions of this Second Amendment and the provisions of the Agreement, the provisions of this Second Amendment shall control.

The Parties, through their respective authorized representatives, are signing this Second Amendment on the date stated in the introductory clause.

**CITY OF NORWALK**  
**a California municipal corporation**

By: \_\_\_\_\_  
Jesus M. Gomez  
City Manager

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Theresa Devoy, CMC  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Arnold M. Alvarez-Glasman  
City Attorney

**T.Y. LIN**  
**a California Corporation**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

