

**AMENDMENT NO. 1 TO AGREEMENT NO. 47879
BETWEEN
THE CITY OF LOS ANGELES DEPARTMENT OF WATER AND POWER
AND
BLACK & VEATCH CORPORATION**

This Amendment No. 1 to Agreement No. 47879 is made and entered into by and between the City of Los Angeles, acting by and through its Department of Water and Power, a municipal corporation (hereinafter the "LADWP"), and Black & Veatch Corporation, a Delaware Corporation licensed to do business in the State of California (hereinafter the "Consultant"). Individually, Department and Consultant are referred to under this Amendment as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, on February 4, 2010, the Parties entered into Agreement No. 47879 wherein the Consultant agreed to provide geotechnical services, dam and/or reservoir safety, staff development, and related services to accomplish the North Haiwee Dam Seismic Improvement Project; and

WHEREAS, Agreement No. 47879 provides for amendments; and

WHEREAS, LADWP and the Consultant are desirous of amending the Agreement for the purpose of increasing the total not-to-exceed amount by \$3,000,000, and adding an additional eight-year extension option; and

WHEREAS, the Amendment is necessary and proper to continue and/or complete certain activities authorized under the Agreement.

NOW, THEREFORE, the Parties agree that the Agreement be amended as follows:

AMENDMENT

1. Section **201.1. Extension Options** is amended to read as follows:

"At the LADWP's option with approval by the Board, the term of this Agreement may be extended up to three additional periods, exercisable in a three-year, two-year, and eight-year increment, or any portion thereof. If all three options are exercised, the total contract duration is 16 years."

2. Section **301.1 Not-to-Exceed Amount** is amended to read as follows:

"The total compensation that may be paid to the Consultant by the LADWP for complete and satisfactory performance of services under this Agreement shall not exceed \$12,000,000."

3. Except as amended herein, all other terms and conditions of Agreement No. 47879 shall remain in full force and effect.
4. This Amendment is executed in two duplicate originals, each of which is deemed to be an original. This Amendment consists of three pages.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly Authorized Representatives.

DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES BY
BOARD OF WATER AND POWER COMMISSIONERS

By: _____
DAVID H. WRIGHT
General Manager


Date: _____

And: _____
BARBARA E. MOSCHOS
Board Secretary

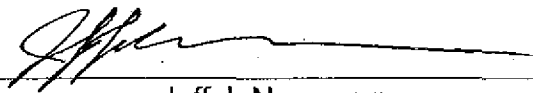
APPROVED AS TO FORM AND LEGALITY
MICHAEL N. BRIDGES, CIVIL ATTORNEY
AUG 21 2017
BY _____
DIRK P. BROERSMA
DEPUTY CITY ATTORNEY

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly Authorized Representatives.

BLACK & VEATCH CORPORATION

Dated: 10/13/17 By: 
James H. Clark
Senior Vice President and Principal-in-Charge

And

Dated: 10/13/17 By: 
Jeff J. Neemann
Associate Vice President

**AMENDMENT NO. 1 TO AGREEMENT NO. 47880
BETWEEN
THE CITY OF LOS ANGELES DEPARTMENT OF WATER AND POWER
AND
URS CORPORATION AMERICAS**

This Amendment No. 1 to Agreement No. 47880 is made and entered into by and between the City of Los Angeles, acting by and through its Department of Water and Power, a municipal corporation (hereinafter the "LADWP"), and URS Corporation Americas, a professional engineering and consulting firm (hereinafter the "Consultant"). Individually, Department and Consultant are referred to under this Amendment as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, on February 4, 2010, the Parties entered into Agreement No. 47880 wherein the Consultant agreed to provide environmental and archaeological services, and other related services needed to accomplish the North Haiwee Dam Seismic Improvement Project; and

WHEREAS, Agreement No. 47880 provides for amendments; and

WHEREAS, LADWP and the Consultant are desirous of amending the Agreement for the purpose of increasing the total not-to-exceed amount by \$500,000, and adding an additional eight-year extension option; and

WHEREAS, the Amendment is necessary and proper to continue and/or complete certain activities authorized under the Agreement.

NOW, THEREFORE, the Parties agree that the Agreement be amended as follows:

AMENDMENT

1. Section **201.1. Extension Options** is amended to read as follows:

"At the LADWP's option with approval by the Board, the term of this Agreement may be extended up to three additional periods, exercisable in a three-year, two-year, and eight-year increment, or any portion thereof. If all three options are exercised, the total contract duration is 16 years."

2. Section **301.1 Not-to-Exceed Amount** is amended to read as follows:

"The total compensation that may be paid to the Consultant by the LADWP for complete and satisfactory performance of services under this Agreement shall not exceed \$4,500,000."

3. Except as amended herein, all other terms and conditions of Agreement No. 47880 shall remain in full force and effect.
4. This Amendment is executed in two duplicate originals, each of which is deemed to be an original. This Amendment consists of three pages.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly Authorized Representatives.

DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES BY
BOARD OF WATER AND POWER COMMISSIONERS

By: _____
DAVID H. WRIGHT
General Manager

Date: _____

And: _____
BARBARA E. MOSCHOS
Board Secretary

APPROVED AS TO FORM AND LEGALITY
MICHAEL N. FEUER, CITY ATTORNEY

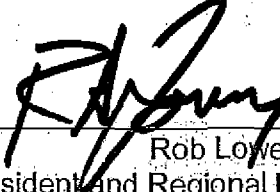
AUG 24 2017

BY _____
DIRK P. BROERSMA
DEPUTY CITY ATTORNEY

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly Authorized Representatives.

URS CORPORATION AMERICAS

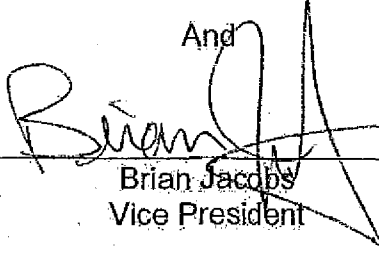
Dated: 10/17/2017 By: _____



Rob Lowey
Vice President and Regional Business Line Leader

And

Dated: 10/20/2017 By: _____



Brian Jacobs
Vice President