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CITY ENGINEER

1149 S. BROADWAY, SUITE 700  
LOS ANGELES, CA 90015-2213

<http://eng.lacity.org>

June 14, 2018

Honorable Nury Martinez  
Chair, Energy, Climate Change and Environmental Justice Committee  
Los Angeles City Council

c/o Holly L. Wolcott  
City Clerk  
City Hall, Room 360

**COUNCIL FILE NO. 17-1119  
SILVER LAKE RESERVOIR STORMWATER CAPTURE PROJECT  
REPORT ON MEMORANDUM OF AGREEMENT**

Dear Councilmember Martinez and Honorable Members:

## **SUMMARY**

On November 7, 2017, Council adopted a report from the Energy, Climate Change and Environmental Justice Committee (CF 17-1119), authorizing the transfer of \$8.129 million in funding from the Los Angeles Department of Water and Power (LADWP) to the Bureau of Engineering (BOE) for the completion of the Silver Lake Reservoir Stormwater Capture Project (Project) and instructing BOE to report on the total project costs, the terms of the Memorandum of Agreement (MOA), the roles/costs/finding, and whether the Board of Public Works has approved the MOA.

## **DISCUSSION**

### **Background**

LADWP owns the Silver Lake Reservoir and Ivanhoe Reservoirs and to referred to as the Silver Lake Reservoir Complex (SLRC), located in the Silver Lake Neighborhood of Los Angeles. The Silver Lake Reservoir was decommissioned to comply with the Environmental Protection Agency's Long Term 2 Enhanced Surface Water Treatment Rule. It was removed from service in 2008 and drained in November 2015. The water level in the SLRC must be maintained to satisfy environmental impact report requirements. However, the SLRC loses a combined 418 acre-feet of water per year to evaporation and seepage, creating a demand for ongoing water supply to the SLRC.



Alternative supply sources were investigated to offset the potable water demand for SLRC. It was determined that the best solution is to capture stormwater from the surrounding neighborhood, which is expected to yield an average of up to 159 acre-feet per year, and direct it to SLRC. Additionally, the Project will reduce contaminants from the surface runoff and improve water quality in the Los Angeles River and Ballona Creek.

LADWP drafted the MOA (Attachment A) with the Bureau of Sanitation (LASAN) and BOE to implement this Project. The Board Report to adopt the MOA was presented to the Board of Public Works on March 23, 2018 and will be executed following the Mayor's approval.

### **Total Project Costs**

The City's Class O cost estimate includes construction, project delivery cost and contingency. The Class "O" level estimate is an "opinion of cost" developed based on a preliminary understanding of the project. The total project cost estimate is \$8,129,000.

### **Terms of Memorandum of Agreement (MOA)**

The proposed MOA will be between LADWP, BOE, and LASAN. The MOA will be effective upon the date it is executed by all the parties and will expire by its own operation four years after the issuance of Notice to Proceed by Board of Public Works, unless extended or sooner terminated by mutual written agreement by all Parties.

#### **A. Scope**

The Project will construct stormwater capture systems around the SLRC to divert stormwater from the surrounding neighborhoods into the Silver Lake and Ivanhoe Reservoirs. Improvements include catch basins, storm drain pipes, maintenance holes, hydrodynamic separators, flap gates, and other necessary infrastructure.

#### **B. Budget and Funding**

The total estimated cost of the Project is \$8.129 million. LADWP has committed to fund 100 percent of the Project costs.

#### **C. Schedule**

The Project design will be completed 24 months after the execution of the MOA. The project bid and award will then be completed in six months. Construction is expected to last approximately 18 months.

### **Roles**

BOE will be responsible for project management, civil engineering designs, permits, construction management, and construction of the Project.

LASAN will provide technical input and will operate and maintain facilities constructed by the Project.

The Honorable Nury Martinez

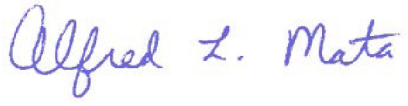
June 14, 2018

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LADWP will provide comments on Project design, obtain necessary environmental clearances and permits, complete the environmental documentation in compliance with CEQA for Project, perform community outreach, relocate conflicting LADWP utilities, and will grant access rights for construction and maintenance of the storm drain system to LASAN or BOE.

If you have any questions, please contact Steve Chen of my staff at (213) 485-4516.

Sincerely,

  
**For** Gary Lee Moore, PE, ENV SP  
City Engineer

Attachment A

Draft MOA

Attachment B

Draft MOA Amendment No. 1

## **ATTACHMENT A**

**Memorandum of Agreement  
Between the Los Angeles Department of Water and Power,  
the Los Angeles Department of Public Works Bureau of Engineering,  
and the Los Angeles Department of Public Works Bureau of Sanitation Regarding  
the Silver Lake Reservoir Stormwater Capture Project (Project)**

### **AGREEMENT**

Memorandum of Agreement (MOA) is made and entered into by and between the Los Angeles Department of Water and Power (LADWP), the Los Angeles Department of Public Works Bureau of Engineering (BOE), and the Los Angeles Department of Public Works Bureau of Sanitation (LASAN) collectively referred to as “Parties” or individually as “Party.”

### **WITNESSETH**

WHEREAS, the City of Los Angeles (City) is home to approximately four million residents who depend on reliable sources of water; and

WHEREAS, 88 percent of the water supply in the City is imported from sources outside of the region; and

WHEREAS, Silver Lake and Ivanhoe Reservoirs are two adjacent reservoirs, which are collectively referred to as the Silver Lake Reservoir Complex (SLRC), owned by LADWP and located in the Los Angeles neighborhood of Silver Lake; and

WHEREAS, LADWP is required to bring SLRC into compliance with the United States Environmental Protection Agency’s Long Term 2 Enhanced Surface Water Treatment Rule, which mandates a State approved plan for either covering, providing advanced treatment, or bypassing all remaining open drinking water reservoirs; and

WHEREAS, SLRC will be replaced by Headworks Reservoir; and

WHEREAS, Silver Lake Reservoir was taken out of service in 2008, and was drained in November 2015 to construct the Silver Lake Reservoir Bypass and Regulator Station Project (Bypass Project); and

WHEREAS, Ivanhoe Reservoir was decommissioned and drained March 2017; and

WHEREAS, SLRC must be maintained with water to meet requirements set forth in the environmental impact report for the Bypass Project; and

WHEREAS, SLRC loses an estimated 418 acre-feet (AF) of water annually due to evaporation and seepage; and

WHEREAS, LADWP is a municipally owned utility responsible for delivering water and electricity to the citizens of the City; and

WHEREAS, BOE is a Bureau under the Los Angeles Department of Public Works and is responsible for design and construction of capital improvement projects within the City right-of-way; and

WHEREAS, LASAN is a Bureau under the Los Angeles Department of Public Works and is responsible for collecting, cleaning, and recycling solid and liquid waste, including stormwater and urban runoff; and

WHEREAS, LADWP, BOE, and LASAN would benefit from capturing stormwater from the surrounding neighborhood to offset potable water demand at SLRC, and improve water quality in the Los Angeles River and Ballona Creek; and

WHEREAS, the Project will direct stormwater from a 170-acre drainage area into Silver Lake Reservoir with an estimated yield of up to 159 AF of water per year; and

WHEREAS, LADWP and BOE have estimated the total Project cost to be \$8.13 million as more fully set forth herein; and

WHEREAS, LADWP proposes to finance 100 percent of the Project costs by reimbursing BOE as more fully defined herein; and

WHEREAS, BOE has agreed to facilitate project management, civil engineering designs, permits, construction management, and construction of the Project; and

WHEREAS, LASAN has agreed to provide technical expertise, operate and maintain facilities constructed by the Project.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the Parties, it is hereby agreed as follows:

## 1. PROJECT INFORMATION

### a. Background

Project involves utilizing stormwater to help maintain the historic water level of the SLRC. Silver Lake Reservoir was previously decommissioned to comply with the Environmental Protection Agency's Long Term 2 Enhanced Surface Water Treatment Rule. Silver Lake Reservoir was removed from service in 2008 and drained in November 2015 to enable construction of the Bypass Project.

SLRC will be refilled and maintained upon completion of the Bypass Project to satisfy environmental impact report requirements. SLRC loses a combined

418 AF of water per year to evaporation and seepage, creating a demand for ongoing water supply to SLRC. Due to the ongoing drought and anticipated effects of climate change, alternative supply sources were investigated to offset potable water demand of SLRC. Capturing stormwater from SLRC's surrounding neighborhood is expected to yield an average of up to 159 acre-feet per year, helping reduce the annual water demand caused by evaporation and seepage. Additionally, the Project will reduce first flush and improve water quality in the Los Angeles River and Ballona Creek.

b. Location

The Project is located in the Silver Lake Neighborhood of Los Angeles adjacent to and within LADWP's SLRC. See Exhibit C.

c. Scope

The Project will construct stormwater capture systems around SLRC to divert stormwater, by gravity, from the surrounding neighborhoods into the Silver Lake and Ivanhoe Reservoirs. Improvements include storm drain pipes, hydrodynamic separators, flap gates, and new catch basins. Any overflow from the new system will flow into the existing storm drain infrastructure. An annual stormwater capture benefit of up to 159 AF is expected from the Project.

d. Budget and Funding

Total estimated cost of the Project is \$8.13 million. LADWP has committed to fund 100 percent of the Project costs.

e. Schedule

Project design will be completed twenty-four (24) months after the execution of MOA. The Project design will be completed mid-2019. The project bid and award will be completed in six (6) months. Construction is expected to last approximately eighteen (18) months from early-2020 to mid-2021.

2. BOE AGREES TO:

- a. Develop 100 percent design plans and specifications for the Project.
- b. As a responsible California Environmental Quality Act (CEQA) agency, provide consultation to LADWP and work to achieve concurrence on analysis and finding from the CEQA process.

- c. Advertise the Project for construction bids, to award, and administer the construction contract(s) and to cause the Project to be constructed in accordance with the said plans and specifications.
- d. Use LADWP funds solely for costs of services rendered for work called for by MOA. These funds shall be used for direct project administration, planning, design, engineering, and construction associated with the development of plans, designs, and specifications described by MOA.
- e. Adjust estimated costs to actual cost as described in Exhibit A, as necessary based on updated information during MOA period.
- f. Make changes or modifications to the plans and specifications for the Project as necessitated by unforeseen or unforeseeable conditions encountered during final design and/or construction and to consult with LADWP on any fundamental design changes. LADWP shall have the sole right to make final decisions on all fundamental design changes that affect conveyance of stormwater into SLRC.
- g. Generate a Pre-Design Report, 30 percent, 60 percent, 90 percent and 100 percent design plans and technical specifications for the Project in accordance with Exhibit B.
- h. Allow LADWP staff to review and provide comments on the draft Pre-Design Report, Final Pre-Design Report, 30 percent plans, 60 percent plans, 90 percent and 100 percent plans and technical specifications. LADWP shall have the sole right to make final decisions on all designs that affect conveyance of stormwater into SLRC.
- i. Develop Project milestones and report at milestones consistent with LADWP's internal project delivery process.
- j. Provide quarterly progress reports to LADWP through the completion of the Project that should include the schedule, budget, work completed during the previous quarter, and an estimate of the percent completion. Progress reports shall be submitted to LADWP within 45 calendar days of the end of each respective quarter. Quarters shall be defined as the periods from January 1 to March 31, April 1 to June 30, July 1 to September 30, and October 1 to December 31.
- k. Provide reasonable notice to LADWP and LASAN to participate in Project meetings.
- l. Prepare and send invoices to LADWP for the monetary funds as set forth in Exhibit A and as described in Section 3, paragraphs a and b, upon approval of MOA by all Parties

- m. Submit reimbursement(s) to LADWP of any unused LADWP funds within 90 calendar days after Project completion, expiration, or termination of MOA as described in Section 5, paragraph a.
- n. Use generally acceptable accounting practices applicable to public agencies to account for, transfer, and reimburse funds deposited for the Project.
- o. Keep LADWP apprised of information pertaining to the status of the Project of which BOE becomes aware.
- p. Provide construction documents and specifications to LADWP and LASAN staff for review upon request.
- q. Acknowledge LADWP and LASAN as Project partners in all material, publications, press releases, signage, and communications relative to the Project.
- r. Indemnify, defend, and hold harmless LADWP and its board, officers, agents, and employees from and against any claims, demands, liability, damages, costs and expenses, including, without limitation, attorney fees and costs of litigation and claims involving bodily injury, death or personal injury of any person or property damage of any nature whatsoever, including any environmental damage or harm, or which arise out of any act or omission or willful misconduct of BOE or its board, officers, agents, employees, or which arise out of any act, error, omission or willful misconduct caused or alleged to be caused by any of BOE's contractors or subcontractors of any tier in any way relating to MOA. This indemnification shall apply except in the event of a claim or demand arising from the sole negligence or willful misconduct of LADWP, its board, officers, agents, or employees.

The provisions of this section shall survive expiration or termination of MOA.

3. LADWP AGREES TO:

- a. Fund BOE 100 percent of the cost associated with the implementation of the Project, currently estimated at \$8.13 million, as described in Section 1, paragraph d and which will be paid in accordance with the payment schedule in Exhibit A. The first payment will be paid after execution of MOA by all Parties within 90 days of receipt of invoice from BOE. All subsequent payments will be paid within 90 days of receipt of invoice from BOE, in accordance with the payment schedule on Exhibit A.
- b. Appoint BOE as LADWP's attorney-in-fact for the purpose of representing LADWP in negotiations pertaining to permit acquisition, relocation of utilities, advertisement of the Project for construction bids, award, and administration



of the construction contracts and in things necessary and proper to complete the Project.

- c. Provide reasonable notice to BOE and LASAN of its request to participate in Project meetings.
- d. Grant to BOE, at no cost to BOE, any temporary right-of-way, easements or Right of Entry to SLRC that LADWP owns or has easements for, which is necessary for construction of the Project.
- e. Grant LASAN, at no cost to LASAN, an easement, right of entry or Grant of Right to SLRC that LADWP owns or has easements for permanent maintenance of Project improvements located within SLRC.
- f. Relocate, if necessary, at LADWP's cost, any potential conflicting LADWP utilities that cannot reasonably be avoided.
- g. Participate, make decisions, provide technical assistance, and provide directions to BOE regarding the Project in a timely manner.
- h. Complete the environmental documentation in compliance with CEQA for Project and acquire all necessary permits as described in Exhibit B. LADWP shall consult and obtain concurrence with BOE, a responsible CEQA agency, on analysis and findings from the CEQA process.
- i. Perform community outreach on updates and milestones involving the Project, in addition to ongoing outreach with the SLRC Master Plan Update and other projects involving SLRC.
- j. Obtain necessary environmental clearances and permits for Project related to water discharges. Includes but not limited to Re-designation of Beneficial Use, Section 401 of the Clean Water Act and dewatering permits.
- k. Facilitate coordination with the California Department of Water Resources, Division of Safety of Dams (DSOD) for review and approval of any DSOD permits related to the SLRC dams.
- l. Review and provide comments within 20 working days upon submission of the draft Pre-Design Report, Final Pre-Design Report, 30 percent plans, 60 percent plans, 90 percent and 100 percent plans and technical specifications in accordance with Exhibit B.
- m. The LADWP Contract Administrator shall be LADWP's Director of Water Resources, or his designee.

- n. Acknowledge BOE and LASAN as Project partners in all material, publications, press releases, signage, and communications relating to the Project.
- o. Indemnify, defend, and hold harmless BOE, LASAN, and their board, officers, agents, and employees from and against any claims, demands, liability, damages, costs and expenses, including, without limitation, attorney fees and costs of litigation and claims involving bodily injury, death or personal injury of any person or property damage of any nature whatsoever, including any environmental damage or harm, or which arise out of any act or omission or willful misconduct of LADWP or its board, officers, agents, employees, or which arise out of any act, error, omission or willful misconduct caused or alleged to be caused by any of LADWP's contractors or subcontractors of any tier in any way relating to MOA. This indemnification shall apply except in the event of a claim or demand arising from the sole negligence or willful misconduct of BOE, its board, officers, agents, or employees.

The provisions of this section shall survive expiration or termination of MOA.

#### 4. LASAN AGREES TO:

- a. Provide reasonable notice to BOE and LADWP of its request to participate in Project meetings.
- b. Participate and provide technical assistance to BOE and LADWP regarding the Project.
- c. Provide Project input and decisions in a timely manner.
- d. Acknowledge LADWP and BOE as Project partners in all material, publications, press releases, signage, and communications relating to the Project.
- e. Maintain all project improvements located in the City right-of-way and within the SLRC, including but not limited to, hydrodynamic separators, storm drains, catch basins and sedimentation basins associated with the Project in perpetuity; and
- f. Notify LADWP's Property Management Waterworks Engineer in the event of any potential disruptions in stormwater delivery to SLRC resulting from planned maintenance activities, repair procedures, or the discovery of hazardous conditions that may affect public health or cause damage to SLRC facilities.

- g. Indemnify, defend, and hold harmless LADWP and its board, officers, agents, and employees from and against any claims, demands, liability, damages, costs and expenses, including, without limitation, attorney fees and costs of litigation and claims involving bodily injury, death or personal injury of any person or property damage of any nature whatsoever, including any environmental damage or harm, or which arise out of any act or omission or willful misconduct of BOE or its board, officers, agents, employees, or which arise out of any act, error, omission or willful misconduct caused or alleged to be caused by any of BOE's contractors or subcontractors of any tier in any way relating to MOA. This indemnification shall apply except in the event of a claim or demand arising from the sole negligence or willful misconduct of LADWP, its board, officers, agents, or employees.

5. IT IS MUTUALLY UNDERSTOOD AND AGREED:

- a. MOA may be executed independently by Parties. MOA shall be effective upon the date it is executed by all Parties and will expire by its own operation four years after issuance of Notice to Proceed by Board of Public Works, unless extended or sooner terminated by mutual written agreement by all Parties. All work described in Section 1, shall be completed by the expiration of MOA.
- b. BOE shall have the right to reject all bids after notifying LADWP and may re-advertise the Project if BOE deems such action is to be in the best interests of the City.
- c. LADWP shall have the right to review and provide input on the selection of the apparent low bidder prior to award of construction contract. LADWP may request that BOE re-advertise the Project if LADWP deems such action is to be in the best interest of the City.
- d. The Parties agree to reduce the scope and cost of the project if it is determined that any portion of the project scope is technically infeasible to construct within the available budget.
- e. The design, construction, and project management for the Project will be performed in accordance with said plans and specifications following BOE standards and practices current as of the date of performance.
- f. Each Party shall have no financial obligation to the other Parties under MOA, except as herein expressly provided.
- g. At the sole discretion of BOE, Project may be designed, advertised, awarded, and constructed in separate construction contracts.

- h. MOA may be modified only by mutual written consent of LADWP, BOE, and LASAN. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of Parties' Directors or their delegates.
- i. MOA shall be governed, interpreted under, construed, and enforced in accordance with the laws of the State of California.
- j. If any provision of MOA shall be determined by any court to be invalid, illegal, or unenforceable to any extent, the remainder of MOA shall not be affected, and MOA shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in MOA.
- k. All Parties have been represented by counsel in the preparation and negotiation of MOA and is deemed drafted and construed by all Parties to not be construed against any of them if deemed ambiguous.
- l. LADWP shall have the opportunity to participate and provide input to the work performed by the other Parties including the development of work plans and the review of draft plans, reports, and design. All Parties will sign the Pre-Design Report.
- m. LADWP, BOE, and LASAN shall be required to make staff reasonably available, if requested, to participate and provide input at scheduled meetings, design workshops, community meetings and workshops, construction meetings, etc. for the Project.
- n. Upon completion of the Project, LASAN will assume ownership of the new stormwater capture facilities (i.e., catch basins, storm drains, hydrodynamic separators, sedimentation basins, etc.) and become responsible for their proper operation and maintenance for the service life of those facilities.
- o. To make all reasonable efforts to keep costs within the budgeted amounts and no Party shall be obligated to provide additional funding toward the completion of work called for by MOA, unless otherwise mutually agreed to by the Parties.
- p. Cost performance shall be evaluated at regular intervals to ensure the cost effectiveness of the Project is maintained.
- q. LADWP and BOE are coordinating to develop the Silver Lake Reservoir Complex Master Plan Update (Plan Update) to determine future uses of the SLRC. Plan Update will provide a revised long range planning tool for the Silver Lake Community to deliver recreational opportunities while maintaining current and future LADWP operational needs. All Parties shall undertake the work under this MOA in coordination with the efforts associated with the Plan Update.

- r. Either Party may terminate MOA for any reason in whole or in part by giving the other Party 30 calendar days written notice by certified mail with return receipt requested. In the event of termination by either Party prior to the completion date, the Parties agree to take all reasonable measures to prevent further costs under MOA. All Parties shall be responsible for any reasonable and non-cancelable obligation incurred in the performance of MOA until the date of the notice to terminated, but only up to the unpaid balance of funding authorized under MOA.
- s. In the event that performance on the part of any Party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said Party, none of the Parties shall incur any liability to the other Parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the Parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal government or any unit of State or local government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the Parties willful or negligent acts or omission, and to the extent that they are beyond the Party's reasonable control.

The provisions of this section shall survive expiration or termination of MOA.

## 6. RIGHT TO AUDIT

BOE shall maintain, and shall cause BOE's consultants and/or suppliers as applicable to maintain all records pertaining to the management of MOA, and related subcontracts, and performance of services pursuant to MOA, in their original form, including but not limited to, reports, documents, deliverables, employee time sheets, accounting procedures and practices, records of financial transactions, and other evidence, regardless of form (e.g., machine readable media such as disk, tape, etc.) or type (e.g., databases, applications software, database management software, utilities, etc.), sufficient to properly reflect all costs claimed to have been incurred and services performed pursuant to MOA. If BOE, BOE's consultants and/or suppliers are required to submit cost or pricing data in connection with MOA, BOE shall maintain all records and documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used. All records shall be retained, and shall be subject to examination and audit by LADWP personnel or by LADWP's agents (herein after referred to as Authorized Auditors), for a period of not less than five years following payment made by LADWP hereunder or the expiration date of MOA, whichever is later. BOE shall make said records or to the extent accepted by the Authorized Auditors, photographs, microphotographs, etc. or other authentic reproductions thereof, available to the Authorized Auditors at

BOE's offices at all reasonable times and without charge. Authorized Auditors will have the right to reproduce, photocopy, download, transcribe, and the like any such records. Any information provided by BOE on machine-readable media shall be provided in a format accessible and readable by the Authorized Auditors. BOE shall not, however, be required to furnish the Authorized Auditors with commonly available software.

BOE, and BOE's contractors, consultants and/or suppliers, as applicable to the services provided under MOA, shall be subject at any time within 60 calendar days, prior written notice to audits or examinations by Authorized Auditors, relating to all billings and to verify compliance with all MOA requirements relative to practices, methods, procedures, performance, compensation, and documentation.

Examinations and audits will be performed using generally accepted auditing practices and principles and applicable City, County, State and Federal government audit standards. For consultants, subconsultants, and suppliers that utilize or are subject to Federal Acquisition Regulation (FAR), Parts 30 and 31, et seq. accounting procedures, or a portion thereof, examinations and audits will utilize such information.

To the extent that the Authorized Auditor's examination or audit reveals inaccurate, incomplete, or noncurrent records, or records are unavailable, the records shall be considered defective.

Consistent with standard auditing procedures, BOE will be provided 60 calendar days to review the Authorized Auditor's examination results or audit and respond to LADWP prior to the examination's or audit's finalization and public release.

If the Authorized Auditors' examination or audit indicates BOE has been overpaid under a previous payment application, the identified overpayment amount shall be paid by BOE to LADWP within 90 calendar days of notice to BOE.

If applicable, BOE shall contractually require all contractors, consultants and suppliers performing services under MOA to comply with the provisions of this section by inserting this provision GC-18 in each contractor's contract and by contractually requiring each subcontractor to insert this provision GC-18 in any of its subcontractor contracts related to services under MOA. In addition, BOE, their contractors, consultants, and/or suppliers, shall also include the following language in each contract:

"The Los Angeles Department of Water and Power (LADWP) is a third party beneficiary of the foregoing audit provision. The benefits of the audit provision shall inure solely for the benefit of LADWP. The designation of LADWP as a third party beneficiary of the audit provision shall not confer

any rights or privileges on BOE, contractors, consultants or any other person/entity.”

The provisions of this section shall survive expiration or termination of MOA.

## 7. NOTICES

All notices provided under MOA must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date either: (1) personally delivered to the address indicated below; (2) on the third business day following deposit, postage prepaid, using certified mail, return receipt requested, in any United States Postal mailbox or at any United States Post Office; or (3) on the date of transmission by facsimile to the number provided below. All notices, demands, or requests shall be addressed to the following:

LADWP: Mr. David R. Pettijohn  
Director of Water Resources  
Los Angeles Department of Water and Power  
111 North Hope Street, Room 1460  
Los Angeles, California 90012  
Phone: (213) 367-0899

BOE: Mr. Alfred Mata  
Deputy City Engineer  
Los Angeles Department of Public Works  
Bureau of Engineering  
1149 South Broadway Street, 7th Floor  
Los Angeles, California 90015  
Phone: (213) 485-4920

LASAN: Mr. Adel H. Hagekhalil  
Assistant Director  
Los Angeles Department of Public Works  
Bureau of Sanitation  
1149 South Broadway Street, 9<sup>th</sup> Floor  
Los Angeles, California 90015  
Phone: (213) 485-2210

## 8. COMPLETE AGREEMENT

MOA contains the full and complete MOA between BOE, LASAN, and LADWP. No verbal agreement or conversation with any officer or employee of either Party shall affect or modify any of the terms and conditions of MOA.

IN WITNESS WHEREOF, each Party hereto has caused MOA 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  
Secretary



IN WITNESS WHEREOF, each Party hereto has caused MOA to be executed by their duly authorized representative.

DEPARTMENT OF PUBLIC WORKS  
BUREAU OF ENGINEERING

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Gary Lee Moore, PE, ENV SP  
City Engineer

APPROVED AS TO FORM:  
Michael N. Feuer, City Attorney

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Edward Jordan  
Assistant City Attorney

ATTEST:  
Holly L. Wolcott, City Clerk

\_\_\_\_\_  
Deputy City Clerk                      Date

IN WITNESS WHEREOF, each Party hereto has caused MOA to be executed by their duly authorized representative.

DEPARTMENT OF PUBLIC WORKS  
BUREAU OF SANITATION

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Enrique C. Zaldivar, PE  
Director

APPROVED AS TO FORM:  
Michael N. Feuer, City Attorney

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Adena Hopenstand  
Assistant City Attorney

ATTEST:  
Holly L. Wolcott, City Clerk

\_\_\_\_\_  
Deputy City Clerk                      Date

**EXHIBIT A**  
**Silver Lake Stormwater Capture Project**  
**INVOICE SCHEDULE**

In accordance with Memorandum of Agreement (MOA) between the City of Los Angeles Department of Water and Power (LADWP) and the City of Los Angeles Department of Public Works Bureau of Engineering (BOE), the total compensation that may be paid to BOE by LADWP shall be 100 percent of the total actual Silver Lake Reservoir Stormwater Capture Project cost as described below:

<b>Schedule of Funding</b>				
<b>Item</b>	<b>Total Estimated Cost</b>	<b>Deposit to BOE by LADWP</b>	<b>Invoice Submission to LADWP by BOE</b>	<b>Budget Year Fiscal Year</b>
<b>DESIGN</b>				
Design Budget	\$1,098,000	\$1,098,000	Upon execution of MOA	2017-18
<b>CONSTRUCTION MANAGEMENT</b>				
Construction Management Budget	\$928,000	\$928,000	Upon completion of Class "A" Estimate	2018-19
<b>CONTRACT</b>				
Construction Budget	\$4,260,000	\$4,260,000	Upon completion of Class "A" Estimate	2018-19
<b>CONTINGENCY</b>				
Construction Contingency, including Escalation	\$1,288,000	As Required	After Execution of Construction Contract	2018-19
Budget Contingency	\$555,000	As Required	Upon Execution of MOA	2017-18
<b>TOTAL</b>	<b>\$8,129,000</b>	<b>\$6,286,000</b>		

**EXHIBIT B**  
**Silver Lake Reservoir Stormwater Capture Project**  
**SCOPE OF WORK AND DELIVERABLES**

**Scope of Work**

1. The Los Angeles Department of Public Works Bureau of Engineering (BOE) will perform a topographical survey both in public right-of-way and within the Silver Lake Reservoir Complex (SLRC). The Los Angeles Department of Water and Power (LADWP) would provide BOE with a right-of-entry to perform work related to the Silver Lake Reservoir Stormwater Capture Project (Project), including all activities related to surveying, soil testing, construction, construction management, and post construction.
  - a. LADWP to provide BOE with existing topographical survey data, soils reports, as-built drawings, and substructure information and maps.
  - b. BOE to perform a topographical survey and verify soils reports, as-built drawings, and substructure information for completeness and accuracy.
2. Pre-Design Report will be prepared detailing the current and proposed site layout, modeling results indicating stormwater capture volumes under proposed conditions, describing the operations and maintenance for the proposed facility, and estimating cost of the Project. Pre-Design Report shall be submitted to LADWP's Director of Water Resources and shall consist of three hard copies and a CD containing two electronic files, one in Microsoft Word ".doc" format and one in Adobe Acrobat ".pdf" format.
  - a. BOE to submit draft Pre-Design Report to LADWP for review.
  - b. LADWP to review and provide comments to BOE.
  - c. BOE to revise the draft Pre-Design Report to incorporate LADWP's comments.
  - d. BOE to submit Final Pre-Design Report to LADWP.
3. LADWP will complete the environmental documentation in compliance with the California Environmental Quality Act (CEQA) for the Project. BOE is a responsible CEQA agency. Therefore, LADWP is required to consult and obtain concurrence on analysis and findings from the CEQA process. LADWP will also complete, acquire, and pay for all necessary environmental permits. Applicable permits include but are not limited to;
  - a. Section 401 of the Clean Water Act – United States Army Corps of Engineers
  - b. Streambed Alteration 1602 Agreement – California Fish and Wildlife
  - c. Cultural Resources Impacts (Historical Monument)
  - d. Biological Surveys

4. Final designs will be prepared based on the recommendations detailed in the Final Pre-Design Report. Design plans shall be on BOE title sheets. Technical specifications shall be according to BOE standards and shall include construction cost estimates, all bid item quantities, and a detailed submittal log. BOE will be responsible for general specifications. Design plans and technical specifications shall be submitted to LADWP's Director of Water Resources and shall consist of three hard copies and a CD containing two electronic files, one in Microsoft Word ".doc" or AutoCAD format ".dwg" format and one in Adobe Acrobat ".pdf" format.
  - a. BOE to submit 30 percent design plans to LADWP for review.
  - b. LADWP to provide comments on 30 percent design plans.
  - c. BOE to incorporate LADWP's 30 percent design comments in design plans.
  - d. BOE to submit 60 percent design plans and preliminary technical specifications to LADWP for review.
  - e. LADWP to provide comments on 60 percent design plans and preliminary technical specifications.
  - f. BOE to incorporate LADWP's 60 percent design comments in design plans and technical specifications.
  - g. BOE to submit 90 percent design plans and technical specifications.
  - h. LADWP to provide comments on 90 percent design plans and technical specifications.
  - i. BOE to incorporate LADWP's 90 percent design comments in design plans and technical specifications.
  - j. BOE to submit 100 percent design plans and technical specifications.
  - k. LADWP to provide comments on 100 percent design plans and technical specifications.
  - l. BOE to incorporate LADWP's 100 percent design comments in design plans and technical specifications.
  - m. BOE to submit Final designs to LADWP.
5. BOE to obtain LADWP approval of final design documents for the Project prior to advertising for construction bids.
6. BOE to prepare contract documents, and advertise the Project for a construction contract in accordance with BOE standards and procedures.
7. BOE to provide construction management services during the Project's construction.
8. BOE to provide or cause to be additional unforeseen design/support services required for the Project if requested by LADWP and if within estimate costs as established in this MOA.

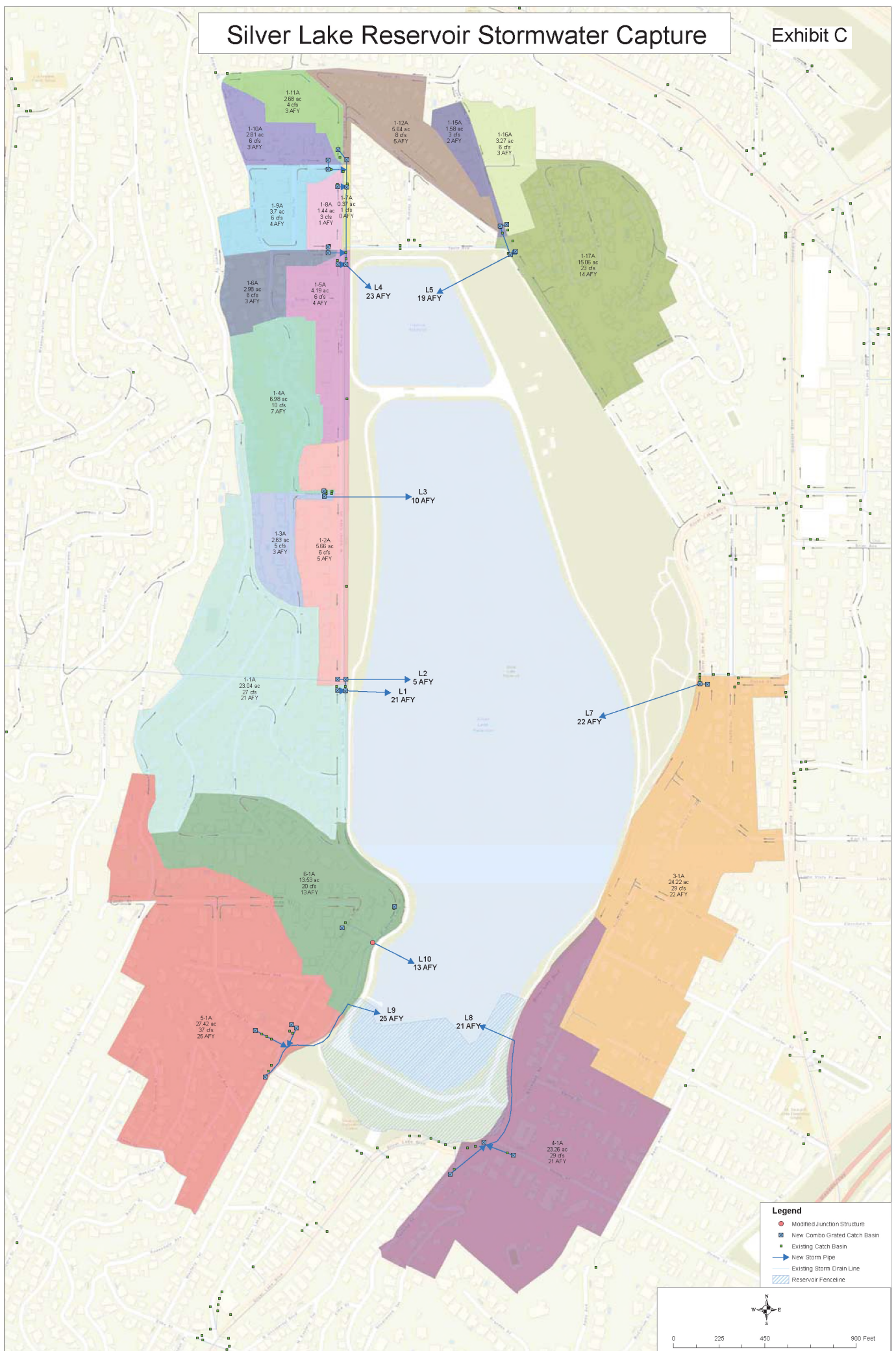
### **Deliverables**

1. Existing Topographical survey data, soils reports, as-built drawings, and substructure information and maps upon execution of MOA by both the City of Los Angeles Board of Public Works and the Board of Water and Power Commissioners of the City of Los Angeles (to be provided by LADWP).

2. Draft Pre-Design Report is due 120 days after execution of MOA by both the City of Los Angeles Board of Public Works and the Board of Water and Power Commissioners of the City of Los Angeles.
3. Comments on draft Pre-Design Report are due 30 days after receipt of draft Pre-Design Report.
4. Final Pre-Design Report is due 30 days after receipt of comments on draft Pre-Design Report.
5. Thirty percent design plans are due 120 days after the completion of topographical survey and the approval of the final Pre-Design Report.
6. Comments on 30 percent design plans are due 30 days after receipt of 30 percent design plans.
7. Sixty percent design plans and preliminary technical specifications are due 120 days after receipt of comments on 30 percent design plans.
8. Comments on 60 percent design plans and preliminary technical specifications are due 30 days after receipt of 60 percent design plans and preliminary technical specifications.
9. Ninety percent design plans and technical specifications are due 120 days after receipt of comments on 60 percent design plans and preliminary technical specifications subject to the procurement of ALL permits and clearances pertaining to the project.
10. Comments on 90 percent design plans and technical specifications are due 30 days after receipt of 90 percent design plans and technical specifications.
11. Final designs are due 90 days after receipt of comments on 90 percent design plans and technical specifications.

# Silver Lake Reservoir Stormwater Capture

Exhibit C





## **ATTACHMENT B**

**Amendment No. 1 (Amendment) to  
Memorandum of Agreement (MOA)  
Between the Los Angeles Department of Water and Power (LADWP),  
the Los Angeles Department of Public Works Bureau of Engineering (BOE),  
and the Los Angeles Department of Public Works Bureau of Sanitation (LASAN)  
Regarding the Silver Lake Reservoir Stormwater Capture Project (Project)**

Amendment of nonmaterial changes to MOA is made and entered into by and between LADWP, BOE and LASAN, collectively referred to as "Parties" or individually as "Party."

### **WITNESSETH**

WHEREAS, the Parties entered into a MOA on date of execution; and

WHEREAS, MOA provides for LADWP to fund up to \$8.13 million, for the Silver Lake Reservoir Stormwater Capture Project; and

WHEREAS, MOA provides that administrative amendment and modifications of nonmaterial nature may be made by the mutual written consent of the Parties' Directors or their delegates; and

WHEREAS, MOA requires eight nonmaterial corrections; and

WHEREAS, LADWP's Board of Commissioners approved the MOA on August 1, 2017; and

WHEREAS, LASAN requested to amend the MOA to clarify the responsibilities of the Parties.

NOW, THEREFORE, LADWP, BOE and LASAN amend the MOA as follows:

### **AMENDMENT**

1. Page 2, Paragraph 9 shall be amended to read as follows:  
"WHEREAS, LASAN has agreed to provide technical expertise, operate and maintain facilities constructed by the Project upstream of the lake; and"
2. Page 2, Paragraph 10 shall be added to read as follows:  
"WHEREAS, LADWP will continue to have sole responsibility for lake management, water quality monitoring, regulatory compliance and permitting, maintenance, operation and upkeep at Silver Lake Reservoir (SLRC), but its responsibilities shall not include the newly constructed stormwater capture infrastructure as specified in Section (1) Project Information, Page 3, Paragraph c and Section (4) LASAN AGREES TO, Page 7, Paragraph e."



3. Section (2) BOE AGREES TO, Page 4, Paragraph h. shall be amended to read as follows:  
“Allow LADWP and LASAN staff to review and provide comments on the draft Pre-Design Report, Final Pre-Design Report, 30 percent plans, 60 percent plans, 90 percent and 100 percent plans and technical specifications. LADWP and LASAN shall have the sole right to make final decisions on all designs that affect conveyance of stormwater into SLRC and operation and maintenance of the stormwater facilities.”
4. Section (2) BOE AGREES TO, Page 4, Paragraph j. shall be amended to read as follows:  
“Provide quarterly progress reports to LADWP and LASAN through the completion of the Project that should include the schedule, budget, work completed during the previous quarter, and an estimate of the percent completion. Progress reports shall be submitted to LADWP and LASAN within 45 calendar days of the end of each respective quarter. Quarters shall be defined as the periods from January 1 to March 31, April 1 to June 30, July 1 to September 30, and October 1 to December 31.”
5. Section (3) LADWP AGREES TO, Page 7, Paragraph p. shall be added to read as follows:  
“Continue to have sole responsibility of the overall management, water quality monitoring, regulatory compliance and permitting, maintenance, operation and upkeep of SLRC excluding the newly constructed stormwater capture infrastructure as specified in Section (1) Project Information, Page 3, Paragraph c. and Section (4) LASAN AGREES TO, Page 7, Paragraph e.”
6. Section (4) LASAN AGREES TO, Page 7, Paragraph a. shall be amended to read as follows:  
“Participate in Project meetings.”
7. Section (4) LASAN AGREES TO, Page 7, Paragraph b. shall be amended to read as follows:  
“Upon request, participate and provide technical assistance to BOE and LADWP regarding the Project.”
8. Section (4) LASAN AGREES TO, Page 7, Paragraph e. shall be amended to read as follows:  
“Maintain all project improvements located in the City right-of-way, and within the SLRC, including but not limited to, hydrodynamic separators, storm drains and catch basins associated with the Project in perpetuity; and

9. Section 7. NOTICES, Page 12, Paragraph 1, Subparagraph 3 shall be amended to read as follows:

LASAN: Dr. Shahram Kharaghani  
Watershed Protection Program Manager  
Los Angeles Department of Public Works  
Bureau of Sanitation  
1149 South Broadway Street, 10<sup>th</sup> Floor  
Los Angeles, California 90015  
Phone: (213) 485-0567

10. EXHIBIT B. Scope of Work, Item 3.a, Page 1 shall be amended to read as follows:  
“Section 401 of the Clean Water Act – Regional Water Quality Control Board”  
Except as otherwise amended herein, all other terms and conditions shall remain in full force and effect.

IN WITNESS WHEREOF, each Party hereto has caused this AMENDMENT NO. 1 to this MOA to be executed by their duly authorized representatives.

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

By: \_\_\_\_\_  
DAVID H. WRIGHT  
General Manager

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

IN WITNESS WHEREOF, each Party hereto has caused this AMENDMENT NO. 1 to this MOA to be executed by their duly authorized representatives.

DEPARTMENT OF PUBLIC WORKS  
BUREAU OF ENGINEERING

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Gary Lee Moore, PE, ENV SP  
City Engineer

APPROVED AS TO FORM:  
Michael N. Feuer, City Attorney

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Edward Jordan  
Assistant City Attorney

ATTEST:  
Holly L. Wolcott, City Clerk

\_\_\_\_\_  
Deputy City Clerk                      Date

IN WITNESS WHEREOF, each Party hereto has caused this AMENDMENT NO. 1 to this MOA to be executed by their duly authorized representatives.

DEPARTMENT OF PUBLIC WORKS  
BUREAU OF SANITATION

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Enrique C. Zaldivar, PE  
Director

APPROVED AS TO FORM:  
Michael N. Feuer, City Attorney

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Adena Hopenstand  
Assistant City Attorney

ATTEST:  
Holly L. Wolcott, City Clerk

\_\_\_\_\_  
Deputy City Clerk                      Date