

**AMENDMENT NO. 3 TO
AGREEMENT NO. 47071-2 BETWEEN
THE LOS ANGELES DEPARTMENT OF WATER AND POWER
AND
WEBCOR|OBAYASHI|LYLES, A JOINT VENTURE**

Amendment No. 3 (Amendment) to Agreement No. 47071-2 (Agreement) 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 "LADWP"), and Webcor|Obayashi|Lyles, a Joint Venture, the Construction Manager at Risk (hereinafter "CMAR Contractor") for the construction of the Silver Lake Reservoir Complex Storage Replacement Project/Headworks Reservoir Project (hereinafter "Project"). Individually, LADWP and CMAR Contractor are referred to under this Amendment as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, LADWP and the CMAR Contractor entered into a contract wherein the CMAR Contractor agreed to provide pre-construction and construction services for the Project; and

WHEREAS, the Agreement provides for amendments; and

WHEREAS, LADWP and the CMAR Contractor are desirous of amending the Agreement for the purpose of extending the termination date of the Agreement from December 31, 2018 to December 31, 2021, and increasing the "General Conditions Cost" and "CMAR Construction Services Fee" to 15.0 percent and 10.0 percent of the "Cost of Work", respectively; and

WHEREAS, Amendment is necessary and proper to continue or complete the construction of at least three of the four phases authorized under this Agreement.

NOW, THEREFORE, LADWP and the CMAR Contractor agree that the Agreement be amended as follows:

AMENDMENT

1. Section 1.4. **Term of the Contract** is amended to read as follows:

"The CMAR Contractor agrees to begin performing the Work required under this Contract immediately after receiving a Notice to Proceed from LADWP, subject to the provisions contained in the Contract Documents. It is understood and agreed that time is of the essence in the performance of this Contract, and meeting the agreed Contract completion dates. The Contractor's obligation to pay liquidated damages will be based on meeting

construction completion dates as established for each Phase Guaranteed Maximum Price and the related liquidated damages amounts. The overall term of this Contract shall expire not later than December 31, 2021 unless extended by both parties."

2. Sections 1.5(B)(1) & (2). **Construction Services** are amended to read as follows:

"1. Percentage (%) of the "Cost of Work" for the component of "General Conditions Cost":

Phase 1:	12.5000%	
Phase 2:	12.5000%	15.0000% (Effective January 1, 2019)
Phase 3:	15.0000%	
Phase 4:	15.0000%	

2. Percentage (%) of the "Cost of Work" for the Component of "CMAR Construction Services Fee":

Phase 1:	4.0000%	
Phase 2:	4.0000%	10.0000% (Effective January 1, 2019)
Phase 3:	10.0000%	
Phase 4:	10.0000%	

Except as amended herein, all other terms and conditions shall remain in full force and effect.

This Amendment is executed in two (2) duplicate originals, each of which is deemed to be an original. This Amendment includes four (4) pages.

[Signature pages follows]

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
Secretary

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

BY
AUG 29 2018
Eric Rosenblatt
ERIC ROSENBLATT
DEPUTY CITY ATTORNEY

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

WEBCOR|OBAYASHI|LYLES, A JOINT VENTURE

Date: 9/30/18

By: 
Gust Soteropulos
Project Executive

And

Date: 8/31/18

By: 
Tony Rango
Chief Operating Officer