

**AMENDMENT NO. 4 TO  
AGREEMENT NO. 47071-2 BETWEEN  
THE LOS ANGELES DEPARTMENT OF WATER AND POWER  
AND  
WEBCOR|OBAYASHI|LYLES, A JOINT VENTURE**

Amendment No. 4 (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, 2021 to December 31, 2025; and

**WHEREAS**, Amendment is necessary and proper to complete the construction of all 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, 2025 unless extended by both parties."

2. Section 1.5.C. **Not-to-Exceed Contract Amount** is amended to read as follows:

"The Not-to-Exceed approved Contract Amount, including the amounts for all Preconstruction Services and the amounts for the GMP's for all Phases of the Project that may be paid to the CMAR Contractor under the terms of this Contract shall not exceed \$388 million dollars. This budget limit is not to be confused with the negotiated Guaranteed Maximum Price (GMP). In the unlikely event that the cumulative GMP under the contract is anticipated to exceed the budget limit, the LADWP may elect to reduce the scope of the project or seek approval of additional funding at its sole discretion.

LADWP shall not be liable for payment of monies unless there is a written Task Assignment approved by the Engineer. Therefore, there is no guarantee that the contractor will receive any amount of work during the term of this Agreement."

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

This Amendment is executed in two duplicate originals, each of which is deemed to be an original. This Amendment includes four 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: \_\_\_\_\_  
MARTIN L. ADAMS  
General Manager and Chief Engineer

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

And: \_\_\_\_\_  
SUSAN A. RODRIGUEZ  
Board Secretary

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

WEBCOR|JOBAYASHI|LYLES, A JOINT VENTURE

Date: 3/3/21

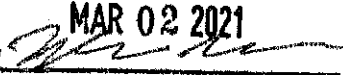
By:   
Gust Soteropulos  
Project Executive

And

Date: 3.2.21

By:   
Matt Rossie  
Chief Operating Officer

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

**MAR 02 2021**  
BY   
MARK REUSCH  
DEPUTY CITY ATTORNEY