

**AMENDMENT NO. 6 TO  
AGREEMENT NO. 47071-2 BETWEEN  
THE LOS ANGELES DEPARTMENT OF WATER AND POWER  
AND  
WEBCOR|OBAYASHI|LYLES, A JOINT VENTURE**

Amendment No. 6 (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, 2025 to December 31, 2029, and increasing the not-to-exceed contract amount by \$18 million which will increase the Agreement total from \$388 million to \$406 million; 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, 2029 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 \$406 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 No. 6 may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same amendment. The parties further agree that facsimile signatures or signatures scanned in to .pdf (or signatures in another electronic format designated by LADWP) and sent by e-mail shall be deemed original signatures.

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 signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By: \_\_\_\_\_  
JANISSE QUIÑONES  
Chief Executive Officer and Chief Engineer

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

And: \_\_\_\_\_  
CHANTE L. MITCHELL  
Board Secretary

APPROVED AS TO FORM AND LEGALITY  
HYDEE FELDSTEIN SOTO, CITY ATTORNEY  
August 8, 2025

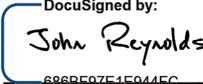
*Mark Reusch*

BY \_\_\_\_\_  
MARK S. REUSCH  
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: 8/7/2025

By:  John Reynolds  
688BF07E1E944FC...  
John Reynolds  
Senior Vice President

And

Date: 8/7/2025

By:  Matt Rossie  
6B945332FA684F8...  
Matt Rossie  
President and Chief Executive Officer