

**AMENDMENT NO. 2 TO AGREEMENT NO. 47528B
BETWEEN
THE LOS ANGELES DEPARTMENT OF WATER AND POWER
AND
CDM SMITH, INC.**

THIS AMENDMENT NO. 2 to Agreement No. 47528B (Agreement) is made and entered into by and between the City of Los Angeles acting by and through the Los Angeles Department of Water and Power (LADWP), a municipal corporation, and CDM Smith, Inc. (Consultant) who are referred to under this Amendment as "Party" and collectively as the "Parties".

WITNESSETH

WHEREAS, Consultant was awarded Agreement No. 47528B by the Board of Water and Power Commissioners (Board) on August 27, 2019, for a term of three years with a cumulative amount not-to-exceed \$14,000,000 to provide Engineering Design Services for the Owens Lake Master Project Steps 1 and 2, and Other Projects; and

WHEREAS, the Agreement was executed on September 9, 2019, and scheduled to expire on September 8, 2022; and

WHEREAS, Amendment No. 1 to Agreement Nos. 47528A, 47528B, and 47528C was awarded by the Board on July 12, 2022, to increase the Agreement amount by \$7,000,000 to \$21,000,000 and extend the term by two years for a total five (5) years to September 8, 2024; and

WHEREAS, LADWP has determined that it is necessary to increase the Agreement amount to replenish funds spent to address the proclaimed emergency emergency of historic storm systems and impending flood water, which will allow LADWP to complete ongoing work necessary to protect Owens Lake dust mitigation infrastructure and avoid regulatory violation fines.

NOW, THEREFORE, BE IT RESOLVED that for good value and consideration, including mutual exchange of promises, the Parties agree to amend the Agreement as follows:

Article IV, Compensation and Payment, 4.1.1, Not-to-Exceed Amount, currently reads:

The total compensation that may be paid to the Consultant by LADWP for complete and satisfactory performance of services under this Agreement along with other Agreements numbered consecutively from 47528A to 47528C shall not exceed twenty-one million dollars (\$21,000,000).

Article IV, Compensation and Payment, 4.1.1, Not-to-Exceed Amount, is hereby amended to read:

The total compensation that may be paid to the Consultant by LADWP for complete and satisfactory performance of services under this Agreement along with other Agreements numbered consecutively from 47528A to 47528C shall not exceed twenty-two million six hundred thousand dollars (\$22,600,000).

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

This Amendment No. 2 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 into .pdf (or signatures in another electronic format designated by LADWP) and sent by e-mail shall be deemed original signatures. This Amendment No. 2 consists of three (3) pages.

[Signature Page to follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 2 to Agreement No. 47528B to be executed by their authorized representatives on the date written below.

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

By signing below, the signatories attest that they have no personal, financial, beneficial, or familial interest in this agreement.

By: _____
MARTIN L. ADAMS
General Manager and Chief Engineer

Date: _____

And: _____
CHANTE L. MITCHELL
Board Secretary

Date: _____

APPROVED AS TO FORM AND LEGALITY
HYDEE FELDSTEIN SOTO, CITY ATTORNEY
February 20, 2024

Mark Reusch

BY _____

MARK S. REUSCH
Deputy City Attorney

CDM SMITH, INC.



By: _____
DAVID B. EBERSOLD
Vice President/ Client Service Leader

Date: February 13, 2024

And: *Ralph Eberts*
RALPH EBERTS
Vice President

Date: February 12, 2024