

**AMENDMENT NO. 2 TO AGREEMENT 47012-1  
BETWEEN  
THE CITY OF LOS ANGELES DEPARTMENT OF WATER AND POWER  
AND  
TOTAL RESOURCE MANAGEMENT, INC.**

**THIS AMENDMENT NO. 2** to Agreement No. 47012-1 (Agreement) is made and entered into by and between the Department of Water and Power of the City of Los Angeles (LADWP) acting by and through the Board of Water and Power Commissioners (Board) and Total Resource Management, Inc., hereinafter referred to as "Consultant".

**WHEREAS**, effective May 19, 2011, the parties entered into Agreement No. 47012-1 (which together with all amendments thereto is hereinafter referred to as the "Agreement"), for the Consultant to provide services to implement Maximo 7.X for enterprise asset management to upgrade, re-implement, and expand the use of Maximo, LADWP's asset and work management application; and

**WHEREAS**, effective May 14, 2014 the parties entered into Amendment No. 1 to the Agreement No. 47012-1, which extended the original term of the Agreement by three additional years and increased the original not-to-exceed amount of the Agreement by \$2,500,000; and

**NOW THEREFORE**, the parties hereby agree to amend Agreement No. 47012-1 as follows:

1. Article II, Section 201, Term of the Agreement is amended to extend the contract term by twelve (12) additional months to read as follows:

The term of this Agreement shall commence, provided the events identified in Exhibit F, PSC-4 have occurred, upon execution of this Agreement by all Parties hereto and shall terminate eighty-four (84) months thereafter, subject to the termination provisions herein. Performance shall not begin until the Consultant has obtained LADWP approval of insurance required herein.

2. Article III, Section 301.1, Not-to-Exceed Amount is amended to increase the Agreement not-to-exceed amount by an additional \$2,500,000 to read as follows:

The total compensation that may be paid to the Consultant by the LADWP for complete and satisfactory performance of services under this Agreement shall not exceed Fourteen Million Nine Hundred and Fifteen Thousand dollars (\$14,915,000).

3. Except as herein amended above, all other terms and conditions of Agreement No. 47012-1 shall remain the same and are incorporated herein as if fully set forth.
4. This Second Amendment is executed in two (2) duplicate originals, each of which is deemed to be an original. This Amendment No. 2 consists of two (2) pages.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 2 to Agreement No. 47012-1 to be executed by their authorized representatives on the day and year written below.

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

By: \_\_\_\_\_  
Marcie L. Edwards  
General Manager

APPROVED AS TO FORM AND LEGALITY  
MICHAEL J. REVER, CITY ATTORNEY  
JAN 27 2018  
BY \_\_\_\_\_  
DEBRA B. GERSHMAN  
DEPUTY CITY ATTORNEY

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

And: \_\_\_\_\_  
Barbara E. Moschos  
Board Secretary

**TOTAL RESOURCE MANAGEMENT, INC.**

By: \_\_\_\_\_  
Garner R. Bennett  
President

Date: 4/15/16