

**AMENDMENT NO. 5 TO AGREEMENT NO. 47080-2
BETWEEN
THE LOS ANGELES DEPARTMENT OF WATER AND POWER
AND
OGMA CONSULTING CORPORATION**

THIS AMENDMENT NO. 5 (Amendment) to Agreement No. 47080-2 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 OGMA Consulting Corporation (Contractor), who are referred to under this Amendment as “Party” and collectively as the “Parties”.

WHEREAS, Contractor is the manufacturer of the proprietary software application upon which the LADWPs Electronic Request-Solicit-Procure (eRSP) system is based, assumed sole responsibility for providing the offsite routine maintenance and support services for the eRSP system from the original system integrator, Sierra Systems Inc., effective October 17, 2011; and was compensated for said services utilizing LADWP’s software commodities contract for a term expiring on April 13, 2012; and

WHEREAS, Contractor was later awarded Purchase Order No. 49024-2 (PO) by the General Manager of LADWP on December 1, 2011, for a term expiring on April 13, 2012, for an amount not to exceed \$150,000 to provide onsite advanced support and offsite software change services for the eRSP system; and

WHEREAS, Amendment No. 1 to the PO was awarded by the Board of Water and Power Commissioners (Board) on March 20, 2012, to increase the PO amount by \$1,198,903 to \$1,348,903, extend the term through November 30, 2014, expand the scope of work to include routine maintenance and support services, and renumber the PO to Agreement No. 47080-2 (Agreement); and

WHEREAS, Amendment No. 2 to Agreement No. 47080-2 was awarded by the Board on December 3, 2013, to increase the Agreement amount by \$442,500 to \$1,791,403 for unanticipated costs associated with the design, development, and implementation of some strategic initiatives such as the integration between the eRSP system and the Maximo receiving and inventory system; and

WHEREAS, Amendment No. 3 to Agreement No. 47080-2 was awarded by the Board on February 3, 2015, to increase the Agreement amount by \$3,694,410 to \$5,485,813 and extend the term by five years to November 30, 2019, to continue the routine maintenance and support, advanced support, and software change services; and

WHEREAS, Amendment No. 4 to the Agreement was awarded by the Board on November 19, 2019 to increase the Agreement amount by \$1,187,700 to \$6,673,513 and extend the term by two years to November 30, 2021 to continue the routine maintenance and support, advanced support, and software change services while LADWP completed the solicitation, evaluation, and award process for the Enterprise

Resource Planning (ERP) project and establish the ERP project roadmap that would include the replacement of the eRSP system; and

WHEREAS, LADWP has determined that it is necessary for the Contractor to continue providing ongoing routine maintenance and support, advanced support, and software change services to sustain the eRSP system while LADWP undertakes the ERP project that will eventually replace the eRSP system; and

WHEREAS, LADWP has determined that it is necessary for the Contractor to assist LADWP with retiring the eRSP system, converting the appropriate data elements into the ERP procurement system, ensuring long-term procurement data analytics capabilities, and maintaining the necessary LADWP historical procurement records; and

WHEREAS, LADWP has determined it is necessary to increase the Agreement amount by \$2,818,120 to \$9,491,633 and extend the term by 4 years from December 1, 2021 to November 30, 2025, for a total of 14 years.

NOW THEREFORE, BE IT RESOLVED that, the Parties hereby agree to amend Agreement No. 47080-2 as follows:

1. Section 12, Paragraph a) Total Compensation will now read:

“The total compensation that can be paid to the Contractor by LADWP for the complete and satisfactory performance of the Services under this Agreement shall not exceed Nine Million Four Hundred Ninety-One Thousand Six Hundred Thirty-Three Dollars (\$9,491,633). Expenditures of these funds will be managed pursuant to **EXHIBIT A - STATEMENT OF WORK.**”

2. Section 13, Paragraph a) Term will now read:

“The term of this Agreement (“Term”) commenced on December 1, 2011, the effective date of Purchase Order 49024-2 (now Agreement No. 47080-2), and shall terminate on November 30, 2025, inclusive, upon the Effective Date of the Amendment as specified in **SUBSECTION 1 (Q) (“DEFINITIONS - EFFECTIVE DATE”)** of this Agreement, unless terminated earlier, subject to the termination provisions herein. Performance shall not begin until the Contractor has obtained approval of insurance.”

3. Section 24, Paragraph f), Notices will now read:

“All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery or five days after deposit in the mail. Any such notice or report directed to LADWP shall be delivered to:

Mr. Andrew Herd
Contract Administrator
221 North Figueroa Street, 15th Floor
Los Angeles, California 90012

With a Copy To:

Chief Assistant City Attorney
221 North Figueroa Street, 10th Floor
Los Angeles, California 90012

Any such notice or report directed to the Contractor shall be delivered to:

Mr. Terence Curtis
President
OGMA Consulting Corp.
Suite 14 – 3318 Oak Street
Victoria, BC V8X 1R1

Either Party, by written notice, may designate different or additional person(s) or different addresses.”

4. Items 4.1.11 thru 4.1.14 are added to Exhibit A – Statement of Work sub-Section 4.1 Annual Routine Maintenance and Routine Support Periods as follows:
 - 4.1.11 **Period Eleven** shall be invoiced with a coverage date beginning immediately after 12:00 A.M. on December 1, 2021 and ending on November 30, 2022, inclusive, for a total coverage period of 365 calendar days.
 - 4.1.12 **Period Twelve** shall be invoiced with a coverage date beginning immediately after 12:00 A.M. on December 1, 2022 and ending on November 30, 2023, inclusive, for a total coverage period of 365 calendar days
 - 4.1.13 **Period Thirteen** shall be invoiced with a coverage date beginning immediately after 12:00 A.M. on December 1, 2023 and ending on November 30, 2024, inclusive, for a total coverage period of 366 calendar days.
 - 4.1.14 **Period Fourteen** shall be invoiced with a coverage date beginning immediately after 12:00 A.M. on December 1, 2024 and ending on November 30, 2025, inclusive, for a total coverage period of 365 calendar days.

5. Exhibit A – Statement of Work, sub-Section 4.5 Refund for Early Termination will now read:

“If this Agreement is terminated before November 30, 2025 in accordance with **SECTION 13 (“TERM AND TERMINATION”)**, any unused fees for Routine Maintenance and Routine Support Services, prorated for the unused portion of the annual period in calendar days, shall be promptly refunded to LADWP.”

6. The table listing the contractor’s key personnel in Exhibit A – Attachment 2, List of Contractor Key Personnel, Section 1.0 OGMA Consulting Corp. Key Personnel, will now read:

Name	Role	Location
Terence Curtis	Project Mngr. / Senior Procurement Specialist	Canada
Nathan Dick	System Designer / Developer	Canada
Alan Curtis	System Designer / Developer	Canada
Janice Gerbrandt	System Designer / Developer	Canada
Alexis Bruner	System Designer / Developer	Canada
Stanley Rozendal	System Designer / Developer	Canada
Michael Gruber	System Designer / Developer	Canada
Celia Cheatley	System Designer / Developer	Canada
Ian de Hoog	System Designer / Developer	Canada

7. The table listing the subcontractor’s key personnel in Exhibit A – Attachment 2, List of Contractor Key Personnel, Section 2.0 Authorized Subcontractor Key Personnel, will now read:

Subcontractor	Name	Role	Location
Vistec Consulting, Inc.	Nelson Chui	Expert Configuration Analyst	Los Angeles
RGB Projects, Inc.	Tom DeLuca	Accounts Payable System Integration Analyst	Los Angeles
	Chuck Todd		Los Angeles

8. Exhibit A – Attachment 3, Fee Schedule, Section 1.0 Annual Fees for Routine Maintenance and Routine Support Services will now read:

“The Contractor agrees to continuously provide the Routine Maintenance and Routine Support Services as defined in **SUBSECTION 1 (NN) (“ROUTINE MAINTENANCE”)** and **SUBSECTION 1 (OO) (“ROUTINE SUPPORT”)**, respectively, and **EXHIBIT A - STATEMENT OF WORK SECTION 4.0**

(“ROUTINE MAINTENANCE AND ROUTINE SUPPORT SERVICES”),
according to the minimum service level expectations set forth in **EXHIBIT F –**
ROUTINE MAINTENANCE AND ROUTINE SUPPORT for the following fixed
costs throughout the Term of this Agreement.”

Annual Period	Coverage Dates	Calendar Days	Fixed Cost
1	Beginning at 12:00 A.M. on April 14, 2012 and ending on November 30, 2012, inclusive	231	\$115,060
2	Beginning at 12:00 A.M. on December 1, 2012 and ending on November 30, 2013, inclusive	365	\$187,320
3	Beginning at 12:00 A.M. on December 1, 2013 and ending on November 30, 2014, inclusive	365	\$176,400
4	Beginning at 12:00 A.M. on December 1, 2014 and ending on November 30, 2015, inclusive	365	\$199,000
5	Beginning at 12:00 A.M. on December 1, 2015 and ending on November 30, 2016, inclusive	366	\$209,000
6	Beginning at 12:00 A.M. on December 1, 2016and ending on November 30, 2017, inclusive	365	\$218,000
7	Beginning at 12:00 A.M. on December 1, 2017 and ending on November 30, 2018, inclusive	365	\$228,000
8	Beginning at 12:00 A.M. on December 1, 2018and ending on November 30, 2019, inclusive	365	\$239,000
9	Beginning at 12:00 A.M. on December 1, 2019and ending on November 30, 2020, inclusive	366	\$291,000

10	Beginning at 12:00 A.M. on December 1, 2020 and ending on November 30, 2021, inclusive	365	\$320,550
11	Beginning at 12:00 A.M. on December 1, 2021 and ending on November 30, 2022, inclusive	365	\$290,000
12	Beginning at 12:00 A.M. on December 1, 2022 and ending on November 30, 2023, inclusive	365	\$309,000
13	Beginning at 12:00 A.M. on December 1, 2023 and ending on November 30, 2024, inclusive	366	\$325,000
14	Beginning at 12:00 A.M. on December 1, 2024 and ending on November 30, 2025, inclusive	365	\$340,000

9. Exhibit E, Invoice Criteria, sub-Section 1.10 will now read:

“Approval signature blocks for the LADWP and Contractor representatives identified in SUBSECTION 24(F) (“NOTICES”) of this Agreement (must be signed by the Contractor representative prior to submittal to LADWP).

Completed invoices shall be mailed to:

Andrew Herd
Contract Administrator
221 North Figueroa Street, 15th Floor
Los Angeles, California 90012

Alternately, completed invoices can be emailed to: Andrew.Herd@ladwp.com”

10. Except as herein amended above, all other terms and conditions of Agreement No. 47080-2, and all prior amendments, shall remain in full force and effect.
11. This Amendment No. 5 is executed in one original and one duplicate original, each of which is deemed to be an original. This Amendment includes seven pages.
12. Change the Contract Administrator in the eRSP system to: Andrew Herd.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 5 to Agreement No. 47080-2 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

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

Date: _____

And: _____
YVETTE L. FURR
Acting Board Secretary

OGMA Consulting Corporation

By: _____

TERENCE CURTIS
President

Date: _____
April 30, 2021

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

APR 22 2021

BY _____
TIMOTHY J. CHUNG
DEPUTY CITY ATTORNEY