

AMENDMENT NO. 1 TO AGREEMENT NO. 47402A

**BETWEEN
THE LOS ANGELES DEPARTMENT OF WATER AND POWER
AND
ABB INC.**

THIS AMENDMENT NO. 1 to Agreement No. 47402A 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, a municipal corporation, (hereinafter referred to as LADWP) and ABB Inc. (hereinafter referred to as ABB or Contractor), collectively the "Parties."

WHEREAS, the Parties have entered into Agreement No. 47402A wherein ABB agreed to provide continued training and support of various electrical testing and relay maintenance services in the Station Test and System Protection Subsections effective July 05, 2016, which together with Amendment No. 1 and supplements thereto hereinafter shall be referred to as the "Agreement"; and

WHEREAS, the Agreement sets the term of three years and a total cumulative compensation that may be paid to ABB Inc. by LADWP for complete and satisfactory performance of services under this Agreement along with other Agreements numbered consecutively from 47402A through 47402C shall not exceed Eighteen million dollars (\$18,000,000); and

WHEREAS, the Parties are amending the Agreement for the purpose of extending the Agreement term by one year with three one-year extension options, for a total term not to exceed seven years; and

NOW, THEREFORE, BE IT RESOLVED that for good and valuable consideration including the mutual exchange of promises, the Parties agree to amend Agreement No. 47402A as follows:

1. Article 2.1 Term of the Agreement previously read as:

"The term of this Agreement shall commence upon execution of this Agreement by all Parties hereto and shall terminate 36 months/three (3) years thereafter, subject to the termination provisions herein. Performance shall not begin until the Consultant has obtained LADWP approval of insurance required herein."

Article 2.1 Term of the Agreement is hereby amended to read:

"The term of this Agreement shall commence upon execution of this Agreement by all Parties hereto and shall terminate 48 months/four (4) years thereafter July 04, 2020, subject to the termination provisions herein. Performance shall not begin until the Consultant has obtained LADWP approval of insurance required herein."

2. Article 2.2 Extension Options, previously not in the Agreement, is hereby added after Article 2.1, to read:

"At LADWP's sole option, the term of this Agreement may be extended for up to an additional three years, exercisable in one-year increments, or any portion thereof."

3. Exhibit H, Statement of Work

Item k under Detailed Technical Requirements previously read as:

"Prepare written reports, provide documentation, and support programming and maintenance of PowerDB software related to test data capture and test data storage, as directed by LADWP Supervisor for all work related activities."

Item k under Detailed Technical Requirements is hereby amended to read:

"Prepare written reports, provide documentation, and support programming and maintenance of software related to test data capture and test data storage, as directed by LADWP Supervisor for all work related activities."

Except as amended herein and as previously amended, all terms and conditions of Agreement No. 47402A shall remain the same and are incorporated herein as if fully set forth.

This amendment is executed in two duplicate originals, each of which is deemed to be an original. This amendment consists of two pages.

[Signature page follows.]

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to Agreement No. 47402A to be executed by their authorized representative on the date written below.

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

Date: _____ By: _____
DAVID H. WRIGHT
General Manager

And: _____
BARBARA E. MOSCHOS
Secretary

ABB Inc.

Date: 1/17/2019 By: *Mark Heiny*
Mark Heiny VPM ABB SAJ EPDS

And: *Steve Lubin*

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

JAN 09 2019
BY *[Signature]*
MARK BROERSMA
DEPUTY CITY ATTORNEY