SECOND AMENDMENT TO CONTRACT NO. DA-4463
BETWEEN THE CITY OF LOS ANGELES AND
JACOBS ENGINEERING GROUP, INC. FOR
FACILITIES MANAGEMENT IMPLEMENTATION CONSULTANT
SUPPORT SERVICES AT LOS ANGELES WORLD AIRPORTS

THIS SECOND AMENDMENT to Contract No. DA-4463 (hereinafter referred to as “Contract”) made and entered into this _______ day of ______, 2016 at Los Angeles, California by and between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as “City”) acting by order of and through its Board of Airport Commissioners (hereinafter referred to as “Board”) of the Department of Airports (hereinafter referred to as "LAWA or Department"), and Jacobs Engineering Group, Inc. (hereinafter referred to as "Consultant and where appropriate as a "Contractor").

RECITALS

WHEREAS, City and Consultant entered into Contract DA-4463 dated June 23, 2010 for consulting services supporting (Referred to herein as “Services”) supporting the Facilities Management Initiative at Los Angeles World Airports;

WHEREAS, on December 17, 2012, City and Consultant entered into the First Amendment to the Contract to extend the term of the Contract for a period of three (3) additional years, for a total of six (6) years, and increase the Contract Amount by $4,147,000 for a total Contract Amount of $9,137,000 and add supplemental tasks to the existing scope of work; and

WHEREAS, LAWA desires to extend the term of the Contract for a period of six (6) additional months, for a total of six (6) years and six (6) months, and increase the Contract Amount by $1,497,770 (one million, four hundred ninety-seven thousand, seven hundred and seventy dollars) for a total Contract Amount of $10,634,770 (ten million, six hundred thirty four thousand, seven hundred and seventy dollars) and add supplemental tasks to the existing scope of work; and

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, IT IS MUTUALLY AGREED that Contract No. DA-4463 BE AMENDED AS FOLLOWS:

AMENDMENT

Section 3.0 Incorportated by Reference.

The first sentence of Section 3.0 is hereby amended as follows: 1

JACOBS Second Amendment
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“It is expressly understood and agreed that the “Scope of Services” (“Services”) have been marked as Exhibits “A” “A-1” and “A-2” and are, by this reference, incorporated into and made a material part of this Contract.”

Exhibit “A-2” is attached to this Second Amendment.

Section 5.0 Services to be Performed by Consultant.

Section 5.1 of the Contract is hereby amended as follows:

“5.1. Scope of Services. Consultant agrees to perform all Services in strict compliance with Exhibits “A” “A-1” and “A-2”, “Scope of Services”. All work shall be assigned in written Task Orders issued by LAWA and as may be further described in this Contract including all documents incorporated herein or that may be referenced.”

Section 8.0 Consultant Fees.

Section 8.2 of the Contract is hereby amended as follows:

“8.2 Regardless of any other provision of this Contract it is understood and agreed that for all Services rendered under this Contract, all costs, direct or indirect, and all expenses incurred by Consultant pursuant to this Contract, the total compensation to be paid to the Consultant for all Services rendered under this Contract shall not exceed the total sum of $10,634,770 (ten million, six hundred thirty four thousand, seven hundred and seventy dollars). Any increase in the Contract Amount will require an amendment to this Contract, which will require the approval of the Board and the City Council.”

It is understood and agreed by and between the parties hereto that, except as specifically provided herein, this Second Amendment shall not in any manner alter, change, modify or affect any of the rights, privileges, duties or obligations of either of the parties hereto under or by reason of Contract DA-4463, and except as expressly amended herein, all terms, covenants, and conditions of Contract DA-4463, and all amendments thereto, shall remain in full force and effect.
IN WITNESS WHEREOF, City has caused this Second Amendment to be executed by Executive Director and Consultant has caused the same to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, all as of the day and year first hereinabove written.

APPROVED AS TO FORM:
MICHAEL N. FEUER
City Attorney

Date: ____________________________

By: ____________________________
Deputy City Attorney

CITY OF LOS ANGELES

Deborah Flint
Executive Director, LAWA

By ____________________________
Wei Chi
Deputy Executive Director
Comptroller

ATTEST:

By ____________________________
Signature (Secretary)
Brian Scher, Assistant Secretary
Print Name

By ____________________________
Signature

Eric Dillinger
Print Name
Vice President
Print Title

JACOBS Second Amendment
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EXHIBIT A-2

Scope of Services
LAWA Facilities Management Initiative

I. Scope of Services

In accordance with the terms and conditions in the contract and first amendment, the consultant will perform the work defined by this Scope of Services, which is an extension of work initiated under Contract No. DA-4463 Exhibit A and First Amendment Exhibit A-1.

The contract amendment extends Jacobs' period of performance for six (6) months and funds one additional in the amount of $1,497,770 to provide facilities management staff augmentation, change management and system improvement support.

Interim Facility Manager
Jacobs will provide LAWA with an Interim Facilities Manager (IFM). In this role Jacobs’ IFM:

- Leads development of facilities management plans,
- Serves as the liaison between facilities management concerns and other LAWA groups, service contractor and tenant stakeholders,
- Supports work management and asset management activities performed by LAWA and Jacobs’ staff,
- Manages the process improvement and continuing expansion of Maximo use,
- Maintains the Facility Management Strategic Implementation Plan, and
- Supports next generation FM@LAWA initiatives, such as, mobile management.

In addition, the IFM and Jacobs Program Manager can support Capital Programming, Planning & Engineering (CPPE) Group, by attending meetings and responding to requests for information.

The plan for the IFM is to continue to work 3-4 days on-site full time until LAWA hires internal Facilities Manager. Once hired, Jacobs IFM will train, mentor and coach the Facilities Manager and then the IFM will vacate their role at LAWA.
Deliverables: Task Order schedule updates in Microsoft Project, FM@LAWA handbook updates, monthly meeting summary report, on-site support, and report on FM consulting and planning efforts, participation as member of LAWA user support, and configuration change management committees.

A. Facilities Management Initiative Support –

Jacobs will continue to support implementation of FM policy, procedures, and systems. Specifically, Jacobs will serve as owner's representative for continuing Maximo and FM@LAWA development and deployment, will support FM change management communication and training, and will provide subject matter expertise for the definition and development of materials management and mobile work management extension to core Maximo capabilities. Jacobs will support:

- FM@LAWA Business Process Communication and Training Support
- FM@LAWA Working Group Facilitation
- Expansion and Refinement of FM@LAWA Business Processes
- Maximo Mobile Solution Design, Development, Deployment, or Support

Deliverables: FM@LAWA deliverable assessment reports, Maximo configuration design white papers, configuration data and business rules, communication and training document updates, meeting reports and executive summary reports, FM Handbook updates, and any required functional requirement documents.

B. Work Management Support Services

Jacobs will continue to support LAWA's facilities work management team, on a shop-by-shop or work unit basis, and transition responsibility to LAWA staff via on the job training as LAWA recruits and identifies internal staff. Jacobs will transition work management responsibilities to LAWA staff prior to the completion of the Amendment. Jacobs will support asset registry management on an as needed basis. As part of these support services, Jacobs will provide subject matter experts:

- FMS start-up and ongoing training on a shop-by-shop basis, including 3rd party maintenance contractors (TBITEC),
- Interface with Human Resources or scheduling modules as appropriate,
- Updating asset register as needed. Anticipate adding systems and components for transportation and utility infrastructure systems
• Operations coordination and enhancement support such as; inspection/Situator™ (airfield) or Adobe Live Cycle (terminal),
• Airport pavement management system (APMS) coordination,
• Control work processes,
• Development and production of maintenance performance reports, and
• Ongoing deployment of business rules and workflows.

This Plan and approach assumes that LAWA will transition Scheduler and Planner staff into the FM process. Recommendation from Jacobs is a minimum of four full-time LAWA staff. Initial 1-2 staff should be in place by Spring 2016 where Jacobs SME’s will coach, train and mentor new LAWA staff in this new role for a period of six months or timeline requested by LAWA.

Deliverables: SOPs; training materials, monthly activity reports.

C. Facilities Management Technical Data Services

The application of FM procedures, standards and tools is dependent on accurate and complete data. FM asset registry standards must be applied via equipment and inventory data collection, bar-coding and, as needed name plates. Jacobs will assist the LAWA asset manager and work control center supervisor with the alignment data collection plans and levels of service for each LAWA facility as LAWA continues to execute an aggressive capital renewal program. Jacobs will support LAWA, as needed, with on-boarding new assets, assessing the condition of existing facilities, and applying equipment and space naming convention to selected critical facilities. It is anticipated that Jacobs will, as directed by LAWA:

• Transition new assets to Maximo and Facilities Management
• Updating registry for LAX building system, components and locations
• Supporting ongoing KPI and other reporting requirements
• Using Maximo for lifecycle cost analysis

Deliverables: Monthly progress report; quality assurance and completeness assessment reports, strategic maintenance and renewal investment plans.