

REPORT OF GENERAL MANAGER

NO. 01-271

DATE August 8, 2001

C.D. _____

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: SUPPLEMENTAL AGREEMENT NO. 1 TO CONSULTANT CONTRACT NO. 2621 WITH PETER WALKER WILLIAM JOHNSON AND PARTNERS FOR BARNSDALL PARK DESIGN SERVICES

J. Combs _____
A. Coroalles _____
J. Duggan _____
J. Kolb _____

H. Fujita _____
*M. Tamuri _____
M. Matthews _____



General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATION:

It is recommended that the Board:

1. Approve Supplemental Agreement No. 1 extending the term of the contract for an additional two (2) years for a new total of eight (8) years; and,
2. Direct the Board Secretary to transmit the proposed Agreement to the Mayor in accordance with Executive Directive No. 16, concurrently to the City Attorney for review as to form, and upon the Mayor's and City Attorney's approval, authorize the President and Secretary of the Board to execute the Agreement.

SUMMARY:

On January 4, 1995, the Department entered into a personal services contract with Peter Walker William Johnson and Partners for design of the Barnsdall Park Project. The contract was for a term of three (3) years, with a maximum compensation to the consultant of \$288,710.00.

On August 25, 1997, the contract was amended (Amendment No. 1) extending the term for an additional two (2) years for a new term of six (6) years and increasing the amount by \$1,190,900.00 for a new total amount of \$1,479,610.00. This was done because of an expanded project scope.

The consultant was hired specifically to do the design work for the Barnsdall Park Restoration project, which was made necessary because of damage at the facility caused by the Northridge earthquake. The firm was assigned the Barnsdall project because of their expertise and experience concerning the preservation of historic structures. They are now recognized by Building and Safety and by FEMA as the architect of record for this project.

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The design and planning phase of this complicated and sensitive historical project has now been completed and the construction phase is underway. Because Peter Walker William Johnson and Partners is the architect of record, their services will be required throughout the life of the project, which is estimated to be two (2) years.

Unfortunately, their contract expired on January 4, 2001, and can no longer be amended. It can, however, be extended through a Supplemental Agreement incorporating all of the terms and conditions of the original contract. The Supplemental Agreement will be backdated to January 4, 2001, and will expire two (2) years thereafter. This will allow the consultant to be paid for any work done after the original expiration date and before the new agreement is executed. It will also insure that the consultant's services are available during the construction phase of the project, and allow them to complete the projects' "record drawings," per their contract.

The Board should note that Peter Walker William Johnson and Partners is not a MBE/WBE firm, however, they have agreed to conduct an outreach effort if the services of a sub-consultant are required. Also, none of the firm's employees live in the City of Los Angeles, in that they are based in San Francisco.

The firm is already in compliance with the policies and ordinances listed below, as outlined in the CAO "Analysis of Proposed Contract" form:

Child Care and Child Support Declaration Statements

Affirmative Action Program

Business Tax Registration Certificate

Equal Benefits Ordinance

MBE/WBE Policy

Living Wage, Service Worker Retention Ordinance

Insurance Requirements

This agreement is recommended in compliance with all Department and City procedures, policies and laws applicable to the award of contracts. Principals of the firm are not employees or officials of the City; are free to make recommendations or perform the services specified in the contract; and have no authority, with respect to the City's decisions relating to the project, beyond fulfilling the provisions of the contract.

All compensation to the consultant is provided in the funding of each individual project that the firm works on; therefore, there will be no decrease in revenue or increase in costs to the City.

Prepared by Jess Miller, Contract Administration.