

REPORT OF GENERAL MANAGER

NO. 01-33

DATE February 7, 2001

C.D. \_\_\_\_\_

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: SUPPLEMENTAL AGREEMENT NO. 1 TO CONSULTANT CONTRACT NO. 2500 WITH MELVYN GREEN & ASSOCIATES, INC. FOR AS-NEEDED STRUCTURAL ENGINEERING SERVICES

G. Lum \_\_\_\_\_  
K. Regan \_\_\_\_\_  
S. Klippel \_\_\_\_\_  
J. Kolb \_\_\_\_\_  
J. Combs \_\_\_\_\_

J. Duggan J.D.  
H. Fujita \_\_\_\_\_  
\*M. Tamuri \_\_\_\_\_  
A. Corrales \_\_\_\_\_  
M. Matthews \_\_\_\_\_



General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATION:

It is recommended that the Board:

1. Approve Supplemental Agreement No. 1 increasing the term of the contract for an additional three (3) years for a new total of eleven (11) 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 May 11, 1992, the Department entered into a personal services contract with Melvyn Green & Associates, Inc. for as-needed structural engineering services. The contract was for a term of three (3) years, with maximum compensation to the consultant of \$300,000.00.

On March 7, 1996, the contract was amended (Amendment No. 1) extending the term for an additional three (3) years for a new term of six (6) years and increasing the amount by \$300,000.00 for a new total amount of \$600,000.00.

On October 1, 1998, the contract was amended for a second time (Amendment No. 2) extending the contract for two (2) years for a new term of eight (8) years.

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During the eight (8) year term, six (6) projects were assigned to Melvyn Green & Associates, Inc. These included various assignments regarding the Barnsdall Park Restoration project, which were made necessary because of damage at the facility caused by the Northridge earthquake. The firm was originally assigned the Barnsdall project in June of 1994, 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 engineer of record for this project.

The design and planning phase of this complicated and sensitive historical project has now been completed and the construction phase is scheduled for bidding on February 20, 2001. Because Melvyn Green & Associates, Inc. are the engineers 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 August 2, 2000, 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 August 3, 2000, and will expire three (3) 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 (\$97,350.42, at this time). It will also insure that the consultant's services are available during the construction phase of the project.

The Board should note that Melvyn Green & Associates, Inc. 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, three (3) of the firm's five (5) employees live in the City of Los Angeles.

The firm is already in compliance with the policies and ordinances listed below, as outlined in the OARS "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

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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.