

REPORT OF GENERAL MANAGER

NO. 01-444

DATE November 28, 2001

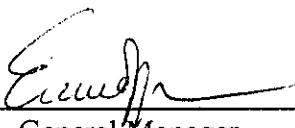
C.D. _____

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: SUPPLEMENTAL AGREEMENT NO. 1 TO CONSULTANT CONTRACT NO. 2768 WITH BRANDOW AND JOHNSTON ASSOCIATES FOR AS-NEEDED STRUCTURAL ENGINEERING SERVICES

J. Combs _____
A. Corrales _____
J. Duggan _____
J. Kolb _____

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



General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATION:

It is recommended that the Board:

1. Approve Supplemental Agreement No. 1 for a term of three years, backdated to October 3, 1999 and expiring October 2, 2002;
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;
3. Find that the Department does not have available in its employ, personnel with sufficient time and the necessary expertise to undertake the preparation of the plans in a timely manner, and it is more feasible and economical, as well as in the Department's best interest, to secure these services by contract; and,
4. Request the Mayor to act routinely in approving this agreement without further review by the City Administrative Officer, in accordance with staff's recommendation adopted by the Board in Report No. 515-94 on November 16, 1994 (attached).

SUMMARY:

On October 2, 1996, the Department entered into a personal services contract with Brandow and Johnston Associates for as-needed structural engineering design. The contract was for a term of three (3) years, with a maximum compensation to the consultant of \$300,000.00. During the life of the contract, the consultant was assigned work with a value of \$207,000.00, including work at Shadow Ranch, Echo Park, Sepulveda Dam Recreation Area - Hjelte Restroom/Concession Building and Various Facilities - Restroom Prototype project.

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All work assigned to the consultant has been completed, however, because of project delays do to circumstances beyond the control of the consultant or the Department, some work was extended past the contract's expiration date. Because the contract expired on October 2, 1999, the Department has been unable to pay them for their completed work, about \$24,000.00.

Because their contract expired it 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 October 3, 1999, and will expire three (3) years thereafter. This will allow the consultant to be paid for work done after the original expiration date and before the new agreement is executed. The purpose of the new agreement is to provide an instrument by which the Department can pay the consultant for completed work. No other work will be assigned to the consultant. Staff is therefore recommending that the Board request that the Mayor act routinely in approving this agreement without further review by the City Administrative Office, thus allowing the consultant to be paid quickly for long overdue invoices.

The Board should note that Brandow and Johnston is not a MBE/WBE firm, however, they did conduct an outreach effort whenever the services of a sub-consultant was required. Also, nine (9) of the firm's forty (40) 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 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 procedure, 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. Also, no additional funds are required for this agreement in that the original contracts had sufficient funding for all the work assigned to and completed by the consultant.

Prepared by Jess Miller, Contract Administration.