

REPORT OF GENERAL MANAGER

NO. 01-367

DATE October 3, 2001

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

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: SUPPLEMENTAL AGREEMENT NO. 1 TO CONSULTANT CONTRACT NO. 2668 WITH CASTRO-BLANCO PISCIONERI AND ASSOCIATES, ARCHITECTURE, INC. FOR AS-NEEDED ARCHITECTURAL DESIGN SERVICE.

J. Combs \_\_\_\_\_  
A. Corrales \_\_\_\_\_  
J. Duggan JD  
J. Kolb \_\_\_\_\_

H. Fujita \_\_\_\_\_  
\*M. Tamuri MT  
M. Matthews \_\_\_\_\_

E. [Signature]  
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Withdrawn \_\_\_\_\_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 nine (9) years;
2. Approve an increase to the amount of the contract of \$900,000.00, for a new total of \$3,900,000.00;
3. Approve and authorize the Board of Public Works Bureau of Engineering to administer the project known as El Pueblo Phase II to be performed under the terms and conditions of the existing contract between the City and Castro-Blanco Piscioneri & Associates, Architects, Inc.; and,
4. 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 July 19, 1995, the Department entered into a personal services contract with Castro-Blanco Piscioneri and Architects, Associates, Inc. for as-needed architectural design services. The contract was for a term of three (3) years, with a maximum compensation to the consultant of \$300,000.00.

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On January 29, 1998, the contract was amended (Amendment No. 1) changing the name of the firm from Castro-Blanco Piscioneri Ehrenkrantz & Eckstut, Architects, Inc. to Castro-Blanco Piscioneri and Associates, Architects, Inc.

On September 23, 1998, the contract was amended for a second time (Amendment No. 2) 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 April 27, 2000, the contract was amended for a third time (Amendment No. 3) increasing the contract amount by \$2,400,000.00 for a new total amount of \$3,000,000.00. This was done at the request of the Board of Public Works, Bureau of Engineering to allow them to use the consultant to provide design services for their Pico-Garnier Block Seismic Rehabilitation project at the El Pueblo Historical Monument.

During the six (6) year term of the contract, seven (7) projects were assigned to the consultant by the Department. The firm is continuing to work on four (4) of these, Cabrillo Beach - Bathhouse Restoration (#1582A), East Wilmington Greenbelt - Community Center (#1736D), Point Fermin - Lighthouse Improvements (#1050A), and Hazard Park - Gym Refurbishment and Outdoor Development (#1840A). In addition, the Office of the Chief Legislative Analyst has formally requested that the contract be amended to continue to permit the Board of Public Works to use the consultant for design work at El Pueblo Historical Monument. The firm has completed work on Phase I (Pico-Garnier Block) and Public Works now wants to use them for Phase II which includes Olvera Street, Placita de Dolores, New Restrooms, and an interactive Transportation Museum. The CLA states that the firm's professional designs, organization of consultants and sub-contractors, and their accessibility for discussions when obstacles occurred, created a dependable familiar working relationship that they feel will be key to the success of the Phase II project.

Because of this and the fact that Castro-Blanco is the architect of record on the Department projects, staff recommends that their contract be extended for three (3) years and the amount increased by \$900,000.00. This will provide time and funds for them to complete all of their assigned tasks and cover any unexpected developments which may arise during the design or construction phase of the various projects.

Unfortunately, their contract expired on July 18, 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 July 18, 2001, 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. It will also insure that the consultant's services are available during the construction phase of the projects.

The Board should note that Castro-Blanco Piscioneri and Associates, Architects, Inc. is a MBE/WBE firm, and, they have agreed to conduct an outreach effort if the services of a sub-consultant are required.

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The firm is already in compliance with the policies and ordinances listed below, as outlined in the CAO "Analysis of Proposed Contract" form and the Standard Provisions for City Personal Services Contracts:

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.