

REPORT OF GENERAL MANAGER

NO. 04-183

DATE June 4, 2004

C.D. Various

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: APPROVAL OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF RECREATION AND PARKS AND THE DEPARTMENT OF GENERAL SERVICES FOR CONSTRUCTION OF DISABLED ACCESS IMPROVEMENTS AT UP TO SIXTEEN (16) PHASE TWO FACILITIES FOR COMPLIANCE WITH THE DEPARTMENT'S AMERICANS WITH DISABILITIES ACT TRANSITION PLAN.

* K. Chan	<u>kc</u>	J. Combs	_____
H. Fujita	_____	J. Kolb	_____
M. Mariscal	_____	F. Mok	_____
K. Regan	_____	G. Stigile	_____

  
 \_\_\_\_\_  
 General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATION:

That the Board:

1. Approve a Memorandum of Understanding (MOU), substantially in the form attached, between the Department of Recreation and Parks (DRP) and the Department of General Services (GSD), for the construction of disabled access improvements up to sixteen (16) facilities, for compliance with the Department's Americans with Disabilities Act Transition Plan (ADA), subject to the approval of the City Attorney as to form;
2. Authorize the Department's Chief Accounting Employee, subject to Council approval, to transfer funds in the total amount of \$967,989 to GSD for the construction specified in Exhibit A. The funding sources are \$ 293,000 from Quimby, Account V140, Fund 302/89; \$430,000 from Sites and Facilities (2002-2003), Account V140, Fund 209/88; and \$ 244,989 from Sites & Facilities (2003-2004), Account V140, Fund 209/88;
3. Authorize the Department's Chief Accounting Employee, subject to Council approval, to request the Community Development Department (CDD) to process the transfer of \$1,726,893 to GSD for the construction specified in Exhibit A, as the approved list of the Community Development Block Grant (CDBG) projects;
4. Direct the Board Secretary to transmit the MOU to City Attorney for approval as to form; and,

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5. Authorize the Department's General Manager to execute the proposed MOU after the appropriate signatures by the other parties thereto and approval as to form by the City Attorney has been obtained.

### SUMMARY:

The City of Los Angeles has been mandated by the U.S. Department of Justice to implement the ADA at our facilities. The DRP was directed to prepare a two-phase transition plan to provide accessibility to fifty (50) of our facilities. The program was divided into phases to accommodate funding and design schedules. Twelve (12) projects under Phase One were completed under an MOU with GSD (Board Report 01-314). Twelve (12) projects utilizing Proposition K funding have either been completed or are presently under construction. On January 8, 2003 the Board approved a second MOU between the DRP and GSD (Board Report 03-21), to provide construction services for five (5) ADA Phase 2 projects, which are currently under construction.

This proposed new MOU between DRP and GSD will provide construction services for at least fourteen (14) and at most sixteen (16) additional projects. This will leave a balance of five (5) to seven (7) projects needing future funding for completion.

The Bureau of Engineering (BOE) is completing the plans for all projects listed in Exhibit A and shall provide permitted drawings and construction support services based on a previously approved Memorandum of Understanding between DRP and BOE.

Exhibit A lists the facilities and their associated projected construction cost. The projections are based on past expenditures for similar projects constructed by GSD, and the program construction duration of two and a half years. The schedule is based on GSD working on a maximum of seven (7) projects at a time. Prior to commencement of the work, GSD will provide DRP with Class "A" estimates for all projects. The Exhibit A - Program Contingency amount of \$244,989 shall then be adjusted based on the differences between the Class A Estimate and the Exhibit A projected construction cost. At the end of each project, the Exhibit A - Program Contingency amount shall be adjusted again based on the differences between Class A Estimate and the projects' actual construction costs.

After the completion of at least the first fourteen (14) projects listed on Exhibit A as having funding, and in the event that there are sufficient funds remaining in the Program Contingency account, DRP shall authorize GSD to construct project numbers 15 and/or 16 listed in Exhibit A.

This report was prepared by Ada Fernandez-De La Rosa, Project Manager.

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE DEPARTMENT OF RECREATION AND PARKS**  
**AND**  
**THE DEPARTMENT OF GENERAL SERVICES**

The Department of Recreation and Parks (DRP) and the Department of General Services (GSD) desire to enter into a Memorandum of Understanding (MOU) for the construction of at least fourteen (14), but not more than sixteen (16) Phase 2 projects for the Americans with Disabilities Act Transition Plan (ADA). The purpose of this MOU is to establish a working relationship between the parties for the successful completion of these projects within budget and within schedule.

The parties agree to the following:

**I) REPRESENTATIVE OF THE PARTIES TO THE AGREEMENT**

A. Jon Kirk Mukri, General Manager  
Department of Recreation and Parks  
200 N. Main Street, Room 1330  
Los Angeles, CA 90012

B. Alvin Blain, General Manager  
Department of General Services  
Room 701, City Hall South  
Los Angeles, CA 90012

**II) THE PROJECT**

Project Scope:

The project scope includes construction of facility improvements to provide accessibility in conformance with the ADA, and is as listed in the attached Exhibit A.

Budget and Funding:

Exhibit A lists the facilities and their associated projected construction costs. The costs are based on the actual expenditures of similar DRP projects presently under construction by GSD. The costs are projected based on total construction duration of two and a half years.

The agreed upon amount to be provided to GSD for construction related expenditures, including the allocated program contingency amount of \$244,989, shall not exceed the total of \$2,694,882 without prior authorization from the Board of

Recreation and Parks Commissioners. Any costs incurred in excess of this amount without such prior written authorization shall not be eligible for reimbursement.

**Schedule:**

The program construction is scheduled to start on August 1, 2004, with a scheduled end date of January 31, 2007. Exhibit A reflects the order of construction based upon present priorities established by the DRP. DRP will work with GSD to establish the final sequencing and schedule of these projects.

**Term:**

The term of the MOU shall be thirty-(30) months commencing upon its execution, and shall be modified only with written agreement between DRP and GSD upon approval by the Board of Recreation and Park Commissioners.

**III) RESPONSIBILITIES OF THE PARTIES**

**DRP and GSD shall:**

1. Prior to commencement of the work, GSD shall provide DRP with Class A construction estimates for each project. See Article 1 under GSD below.
2. Upon review and approval of each Class A construction estimate, DRP shall authorize GSD to adjust the Exhibit A - Program Contingency amount of \$244,989 based on the differences between the Class A Estimates and the Exhibit A Projected Construction Costs.
3. At the end of each project, the Exhibit A - Program Contingency amount shall be adjusted again based on the difference between the Class A Estimate and the projects' actual construction cost.
4. After the completion of the first fourteen (14) projects and if there are sufficient funds remaining in the Program Contingency account, DRP shall authorize GSD to construct project numbers 15 and/or 16 listed in Exhibit A.

**DRP shall:**

1. Obtain approval of funding appropriation to GSD through actions by the Community Development Department and the City Council prior to the start of construction.
2. Provide completed, permitted construction documents and specifications consistent with the scope of work.
3. Provide GSD unrestricted access to the project site during mutually agreed upon working hours and working days.
4. Establish jointly with GSD a time frame to respond to Request(s) for Information(s) ( RFIs ) and Change Orders.

5. Respond to GSD's RFIs.
6. Review all applicable Shop Drawings and Submittals when DRP approval is required.
7. Review and approve all GSD material and service contracts for this program.
8. Review and authorize GSD expenditures, submitted on a monthly basis, for labor, equipment and material costs incurred by GSD.
9. Conduct weekly / bi-weekly meetings with GSD to review expenditures vs. budgets, construction schedules, and design issues.
10. Monitor each project budget as follows:
  - a) Review and approve all mutually agreed upon Change Orders that fall within the allocated contingency amount for each project's Class A cost estimate. See Article 9 (a) below under GSD.
  - b) Review and approve all monthly project "cost to complete" estimates. See Article 9 (b) below under GSD.
  - c) Review and approve all mutually agreed upon project overruns that exceed each project's Class A cost estimate amount but fall within the allocated 10% Program Contingency of \$244,989. See Article 9 (c) and (d) below under GSD.
  - d) If the 10% Program Contingency will be exceeded, secure additional funding or postpone the remaining scope of work until additional funding becomes available.
11. Review and approve all GSD invoices for all authorized completed work.

**GSD shall:**

1. Submit final Class A construction estimates for each project before starting construction. The cost breakdown shall itemize costs based on the trades indicated in the plans and specifications and shall be subject to mutual agreement of all parties. The final estimates shall include provision for change orders, portable toilets rentals in projects undergoing restroom improvements, storage container rentals, weekly / biweekly on-site meeting attendance, and all GSD administrative and construction support expenses.
2. Establish jointly with DRP work orders, which break up the projects into specific activities that will simplify the auditing and control of project activities, including but not limited to the work specified in item 1 of this Section.

3. Submit baseline construction schedules and monthly updated construction schedules for joint reviews with DRP.
4. Construct or cause to be constructed the projects.
5. Obtain additional vendor estimates when requested by DRP.
6. Submit all material and service contracts for the entire program for approval by DRP prior to finalizing Purchase Order documents.
7. Prepare RFI's and Change Order Requests in a timely manner. See Article 5, under DRP, above.
8. Attend weekly/biweekly on-site meetings to discuss construction related issues.
9. Monitor each project budget as follows:
  - a) Prepare monthly expenditure reports, invoices, and change order expenditures separately for each project for DRP review and approval. These reports shall be itemized by trade and vendor and reported against their respective Class A cost estimates. In addition, all work manufactured "in-house", also referred to as "shop work", shall be itemized and monitored against their respective Class A cost estimates.
  - b) Provide monthly project "cost to complete" estimates for each project for the budget review meetings. The estimates shall be broken down by each trade and/or vendor and monitored against their respective Class A cost estimates.
  - c) Notify DRP 30 days ahead of time if projected total expenses will exceed the Class A cost estimate for each project, including all authorized change orders and change orders not yet submitted to DRP.
  - d) GSD shall not perform work exceeding the allocated limit for each project until approved by the RAP's Project Manager.
10. GSD shall submit invoices for each project under separate work orders and accounts.
11. Prepare final reports with all expenditures at the completion of each project.

**IV) METHOD AND TIME OF PAYMENT**

Prior to the commencement of construction, and subject to City Council approval, DRP shall transfer \$967,989 and the Community Development Department (CDD) shall transfer \$1,726,893 to GSD to construct or cause to be constructed the projects per Exhibit A.

**V) COST REPORTING**

See section III above under GSD.

IN WITNESS THEREOF, the Department of Recreation and Parks and the Department of General Services have caused this MOU to be executed by their duly authorized representatives:

For: DEPARTMENT OF RECREATION AND PARKS

\_\_\_\_\_  
JON KIRK MUKRI, General Manager

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

For: DEPARTMENT OF GENERAL SERVICES

\_\_\_\_\_  
Alvin Blain, General Manager

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

For: OFFICE OF THE CITY ATTORNEY

\_\_\_\_\_  
Deputy City Attorney

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2004

EXHIBIT A

Park Name	Projected Construction Cost	SOURCES OF FUNDING				Program Contingency
		Quimby V140 302/89	CDBG V140 424/22	S & F Year 02-03 209/88	S&F Year 03-04 209/88	
1 Sunland Senior Citizen Center	\$ 210,000	\$ -	\$ -	\$ 210,000	\$ -	
2 Sunland Rec. Center	\$ 220,000	\$ 70,000	\$ -	\$ 150,000	\$ -	
3 Palms Park	\$ 90,000	\$ -	\$ 90,000	\$ -	\$ -	
4 Peck Park & Rec. Center	\$ 330,000	\$ -	\$ 330,000	\$ -	\$ -	
5 Wilmington Recreation Center	\$ 18,000	\$ 2,000	\$ 16,000	\$ -	\$ -	
6 Reseda Park & Rec. Center	\$ 84,482	\$ -	\$ 84,482	\$ -	\$ -	
7 Rancho Cienega/Celeste King Pool	\$ 197,411	\$ -	\$ 197,411	\$ -	\$ -	
8 Costello Youth/Sr. Center	\$ 240,000	\$ -	\$ 230,000	\$ 10,000	\$ -	
9 Hubert Humphrey Mem. Pk.	\$ 260,000	\$ 40,000	\$ 220,000	\$ -	\$ -	
10 Van Nuys Rec. Center	\$ 240,000	\$ 13,000	\$ 227,000	\$ -	\$ -	
11 Mason Park	\$ 270,000	\$ 118,000	\$ 142,000	\$ 10,000	\$ -	
12 Rosecrans Rec. Center	\$ 70,000	\$ 50,000	\$ -	\$ 20,000	\$ -	
13 El Sereno Rec. Center	\$ 160,000	\$ -	\$ 130,000	\$ 30,000	\$ -	
14 Hazard Park	\$ 60,000	\$ -	\$ 60,000	\$ -	\$ -	
15 Algin Sutton Park	\$ -	\$ -	\$ -	\$ -	\$ -	
16 Stoner Rec. Center	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>SUBTOTALS</b>	<b>\$ 2,449,893</b>	<b>\$ 293,000</b>	<b>\$ 1,726,893</b>	<b>\$ 430,000</b>	<b>\$ -</b>	
Program Contingency	\$ 244,989				\$ 244,989	
<b>TOTAL FUNDS</b>	<b>\$ 2,694,882</b>	<b>\$ 293,000</b>	<b>\$ 1,726,893</b>	<b>\$ 430,000</b>	<b>\$ 244,989</b>	