

APPROVED
AUG 08 2012

REPORT OF GENERAL MANAGER

NO. 12-229

DATE August 8, 2012

BOARD OF RECREATION
AND PARK COMMISSIONERS

C.D. All

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: AMENDMENT TO SUPPLEMENTAL AGREEMENT NO. 2 TO CONSULTANT CONTRACT NO. 2936 WITH URS CORPORATION, A NEVADA CORPORATION, DBA URS CORPORATION AMERICAS FOR AS-NEEDED ENVIRONMENTAL CONSULTING SERVICES

R. Adams	_____	K. Regan	_____
H. Fujita	_____	*M. Shull	<u><i>[Signature]</i></u>
V. Israel	_____	N. Williams	_____

[Signature]
General Manager

Approved *[Signature]*

Disapproved _____

Withdrawn _____

RECOMMENDATION:

That the Board:

1. Approve a proposed Amendment to Supplemental Agreement No. 2 to Contract No. 2936, substantially in the form on file in the Board Office, with URS Corporation, a Nevada Corporation, dba URS Corporation Americas, for as-needed environmental research, planning, impact assessment, regulatory compliance and management services, to extend the term of the contract by one year, for a new total of fourteen (14) years, and increasing the contract amount by \$300,000 from \$1,000,000 to \$1,300,000, while maintaining the same hourly rates through 2013, subject to approval of the Mayor, the City Council, and the City Attorney as to form;
2. Find pursuant to Charter Section 1022 and Los Angeles Administrative Code Section 10.15(a)(10) that the Department of Recreation and Parks (Department) does not have personnel available in its employ with sufficient time and expertise to undertake these specialized professional tasks in a timely manner, that it is more feasible and economical to secure these services by contract, and the use of competitive bidding would be undesirable, impractical or impossible;
3. Find, in accordance with Charter Section 371(e)(2) and Los Angeles Administrative Code Section 10.15(a)(2), that competitive bidding is not practicable or advantageous as it is necessary for the Department to be able to call on contractors to perform this work as needed on a temporary and occasional, but frequent, basis without engaging in a new

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competitive process for each individual project to be performed; however, from among as needed contractors each individual project is assigned on the basis of availability of an as-needed contractor to perform the work, the price to be charged and the unique expertise of the as-needed contractor;

4. Direct the Board Secretary to transmit forthwith the proposed Amendment to Supplemental Agreement No. 2 to the Mayor in accordance with Executive Directive No. 3, and concurrently to the City Attorney for review and approval as to form; and,
5. Authorize the President and Secretary of the Board to execute the Amendment to Supplemental Agreement No. 2 upon receipt of necessary approvals.

SUMMARY:

On November 17, 1999, the Department entered into a personal services contract with URS Greiner Woodward-Clyde International – Americas, Inc. (now known as URS Corporation Americas) for as-needed environmental consulting services. The term was for six (6) years, expiring on November 16, 2005, and the amount was for \$300,000. Amendment No. 1, which changed the name of URS Greiner Woodward – Clyde International – Americas, Inc. to URS Corporation Americas, was approved by the Board (Board Report No. 03-54) on February 19, 2003. Amendment No. 2, which extended the contract for three (3) years and increased the contract ceiling to \$600,000, was approved by the Board on July 13, 2005 (Board Report 05-199). A Supplemental Agreement to the Contract was executed on May 20, 2009, which extended the contract for three (3) years, and increased the contract ceiling to \$900,000. The contract was extended for one (1) year and ceiling amount increased to \$1,000,000 with Supplemental Agreement No. 2 approved by the Board on December 14, 2011 (Board Report 11-317). This Supplemental Agreement No. 2 which expires on November 16, 2012 and was executed February 16, 2012.

To date, the firm has worked on several Department projects including, but not limited to, the Chatsworth Park South Lead Remediation Project. It is anticipated that this consultant will require additional time and contract amount to complete work on several unexpected project requirements. At this time, the consultant has been assigned work on this project that will extend beyond the current term of the contract, including the interim reopening of the recreation building prior to the completion of the remedial action plans and the start of site cleanup, supplemental soil testing requirements, and specialized brush clearance activities. While the Department has been authorized to seek new contract for this type of work (Board Report No. 12-063) and has issued a Request for Qualification (RFQ), statements for qualifications have not yet been received. In addition, it is not known whether the resulting contractors will have the necessary qualification or project knowledge to perform these specialized professional tasks in a timely manner to complete the regulatory requirements. In addition, the Department does not

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have staff due to the existing demand on staff workload or existing contracting resources to perform the specialized professional tasks to meet other project requirements and deadlines. The only change to the Contract is term extension and increased contract ceiling amount. There will be no adjustments in the hourly rates through 2013. This Amendment to Supplemental Agreement No. 2 will allow this consultant to continue working on this project through its completion.

The RFQ process will not be completed in time to select a new consultant for the Chatsworth Park South project. This project can not afford any disruption in the work that will come with hiring a new consultant. URS Corporation needs to be able to continue working on the Chatsworth Park South project in order to maintain continuity and prevent any more delays in completing the project.

This Amendment to Supplemental Agreement No. 2 is recommended in compliance with all Department and City procedures, policies and laws applicable to the award of the 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 Amendment.

FISCAL IMPACT STATEMENT:

There is no anticipated fiscal impact to the Department's General Fund because 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.

This Report was prepared by Gino Ogtong, Management Analyst II, Planning and Development.