

Meeting Date: 8/16/2016

Report Type: Consent

Report ID: 2016-00805

Title: Contract Amendment for On-Call Emergency Demolition Services

Location: Citywide

Recommendation: Pass a Motion 1) extending the On-Call Emergency Demolition Services contract for Housing and Dangerous Buildings Contract (C2013-0612) through August 31, 2018; 2) increasing the contract by \$100,000 for a not-to-exceed amount of \$199,000; and 3) authorizing the City Manager or City Manager's designee to execute the contract amendment as specified.

Contact: Carl Simpson, Code and Housing Enforcement Chief (916) 808-8183; Jennifer Chikasawa, Administrative Analyst (916) 808-5851, Community Development Department

Presenter: None

Department: Community Development Dept

Division: Housing & Dangerous Buildings

Dept ID: 21001311

Attachments:

1-Description/Analysis

2-Background

3-Supplemental Agreement

City Attorney Review

Approved as to Form

Michael Benner

8/3/2016 11:11:18 AM

Approvals/Acknowledgements

Department Director or Designee: Candace Noguchi - 7/29/2016 2:12:38 PM

Description/Analysis

Issue: Council approval is required for a supplemental agreement to the existing contract with P&P Building Wrecking, Inc. for emergency on-call demolition services. The Code Enforcement Division of the Community Development Department has an ongoing need for on-call demolition services in order to provide services as specified in Title 8, the Health and Safety Code for the City of Sacramento. Emergency demolition becomes necessary when a property that is not in compliance with City Code poses an immediate safety hazard. If the damage to the building is too extensive to repair public safety requires the property to be demolished. Emergency demolition services are most commonly needed after a structural fire to abate an immediate hazard to public safety.

Due to increased activity, it is recommended to increase the total not-to-exceed contract amount with P&P Building Wrecking, Inc. from \$99,000 to \$199,000 and extend the contract term through August 31, 2018.

Policy Considerations: The recommendations in this report are consistent with Administrative Policy-4101 – Procurement of Non-Professional Services.

Economic Impacts: None.

Environmental Considerations: None

California Environmental Quality Act (CEQA): This report concerns administrative activities and government fiscal activities that do not constitute a “project” as defined by the CEQA Guidelines Sections 15378(b)(2) and 15378(b)(4) and are not subject to the provisions of CEQA (CEQA Guidelines 15060(c)(3)).

Sustainability Considerations: None.

Commission/Committee Action: None.

Rationale for Recommendation: P&P Building Wrecking, Inc. is the only provider of on-call emergency on-call demolition services for the City. This service is necessary when a property is deemed an immediate safety hazard and is too badly damaged to be safely repaired.

Financial Considerations: There is sufficient funding available in the Community Development Department operating budget to support the projected expenditures for Fiscal Year 2016/17. Future year funding will be dependent upon available resources in that fiscal year.

Local Business Enterprise (LBE): P&P Building Wrecking, Inc. is qualified as a LBE.

BACKGROUND

Emergency on-call demolitions services are an integral part of code compliance efforts in the city and are performed in accordance with Sacramento City Code, Title 8 Health and Safety. This service becomes necessary when a property is not in compliance with City Code, and public safety requires the property to be demolished. Typically, an emergency demolition is required after a structural fire when a building is damaged beyond repair.

A public bid process took place in Fiscal Year 2012/13 (City Bid #B13211313009). We received two qualified bids, one from GW Demolition, Inc. in the amount of \$484,500 and another from P&P Building Wrecking, Inc. in the amount of \$195,000. This amount was based on an estimate of 12 structure demolitions and two collapse structures. P&P Building Wrecking, Inc. was determined to be the lowest responsible bidder and was awarded a three-year contract on August 13, 2013 for a total contract amount of \$45,000. A supplemental agreement was executed on July 29, 2014 to increase the total not-to-exceed amount to \$99,000.

**CONTRACT SUPPLEMENT
(Nonprofessional Services)**

Project Title and Job Number: Emergency On-Call Demolition
Purchase Order #:

Date: 08/09/2016

Contract Supplement No.: 2

The City of Sacramento ("City") and P&P Building Wrecking, Inc.
("Contractor"), as parties to that certain Nonprofessional Services Agreement designated as Agreement Number
2013-0612, including any prior contract supplements modifying the agreement (the agreement and contract
supplements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as
follows:

1. The scope of Services specified in Exhibit A of the Agreement is amended as follows:

The time of performance shall be extended through August 31, 2018.

2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Contractor's fees and expenses, is increased by \$100,000, and the Agreement's maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	<u>\$45,000</u>
Net change by previous contract supplements:	<u>\$54,000</u>
Not-to-exceed amount prior to this contract supplement:	<u>\$99,000</u>
Increase by this contract supplement:	<u>\$100,000</u>
New not-to exceed amount including all contract supplements:	<u>\$199,000</u>

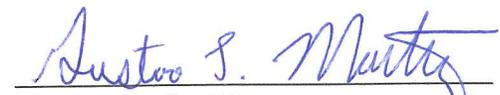
3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Contractor.
4. Contractor warrants and represents that the person or persons executing this contract supplement on behalf of Contractor has or have been duly authorized by Contractor to sign this contract supplement and bind Contractor to the terms hereof.
5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this contract supplement.

Approval Recommended By:

Approved As To Form By:



Project Manager



City Attorney

Approved By:



Contractor

Approved By:

Attested To By:

City of Sacramento

City Clerk