

**MEMORANDUM
DEPARTMENT OF FACILITY SERVICES
COUNTY OF PLACER**

To: **BOARD OF SUPERVISORS**

Date: **DECEMBER 10, 2013**

From: ^{MB} **MARY DIETRICH /** ^{RU} **ROB UNHOLZ**

Subject: **DEMOLITION PROJECT PCGC, FIRST AMENDMENT TO CONTRACT FOR HAZARDOUS MATERIALS SERVICES, PROJECT NO. 4812-B**

ACTION REQUESTED / RECOMMENDATION:

1. Approve and authorize the Chair to execute the attached First Amendment to the Agreement with Entek Consulting Group, Inc. to provide additional consulting services for hazardous materials assessments for Buildings 202 and 203B at the Placer County Government Center, increasing the contract by \$34,500 for a total contract cost not-to-exceed \$129,000, funded by the Capital Projects Fund, Project No. 4812 with no new net county cost.

BACKGROUND: On January 8, 2013, your Board approved an Agreement with Entek Consulting Group, Inc. (Entek) to provide testing for asbestos and lead containing materials, to prepare specifications and to provide project management services for the demolition Project No. 4812-B effecting Buildings 9, 10, 203A, 204, 205 and 206, located at the Placer County Government Center (PCGC).

During the course of the ensuing demolition project, the tenant in Buildings 202 and 203B notified the County of their intention to end their occupancy and to vacate the premises by December 23, 2013. As these facilities are directly adjacent to the Buildings demolished under Project 4812-B, Facility Services requested the project contractor to provide an estimate for demolition of these additional Buildings. On today's agenda is a companion item requesting approval of a Change Order to the demolition contract to affect that work. To demolish these Buildings, professional consulting services are needed to assess potential hazardous materials that may be present in the buildings, to prepare a report on the materials discovered, and to provide on-site project management during any abatement and demolition.

Entek has provided quality consultant services for hazardous material testing, preparation of specifications and project management services for all of demolition projects at the PCGC. Staff recommends amending Entek's Agreement, because of their familiarity with the original demolition scope and their experience working with the contractor. They have proposed to perform the required services for a fee consistent with the original scope. In order to proceed, it is requested that your Board approve the attached First Amendment with Entek, increasing the contract amount by \$34,500, for a total cost not-to-exceed \$129,000.

ENVIRONMENTAL CLEARANCE: On January 20, 2004, your Board certified the Final EIR and adopted the Findings of Fact and Statement of Overriding Considerations for the PCGC Facility Plan which fulfills the requirements of California Environmental Quality Act (CEQA). The impacts of this project were considered in that EIR.

FISCAL IMPACT: The total contract cost for the hazardous materials abatement survey, document preparation and project management is not-to-exceed \$129,000. There are sufficient funds appropriated in the Capital Projects Fund Project Account with no new net county cost.

ATTACHMENT: ENTEK AMENDMENT

MD:RU:DH:SH

CC: COUNTY EXECUTIVE OFFICE
PROCUREMENT SERVICES

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CONTRACT NO. 13255

**FIRST AMENDMENT TO CONSULTANT SERVICES AGREEMENT WITH
ENTEK CONSULTING GROUP, INC.**

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 2013, by and between the COUNTY OF PLACER, hereinafter referred to as "COUNTY", a political subdivision of the State of California, and ENTEK CONSULTING GROUP, INC., a California corporation, hereinafter referred to as "CONSULTANT."

WITNESETH:

WHEREAS, on the 8th day of January, 2013, COUNTY and CONSULTANT entered into a Consultant Services Agreement whereby CONSULTANT agreed to provide Hazardous Material Consulting Services for the COUNTY for the Demolition of Buildings 09, 10, 203A, 204A&B, 205A&B and 206A&B ("Agreement"); and

WHEREAS, since entering into the Agreement, COUNTY determined additional services were necessary and CONSULTANT agreed to provide the expanded Scope of Services; and

WHEREAS, COUNTY agrees that CONSULTANT is entitled to additional compensation for the additional services to be provided to COUNTY by CONSULTANT as a result of the expanded scope of work to the project.

NOW, THEREFORE, it is hereby agreed by the parties that this Agreement is amended as follows:

1. **Paragraph 1. Services:** The first sentence shall be deleted and replaced in its entirety with:
"Subject to the terms and conditions set forth in the Agreement, Consultant shall provide the services described in Exhibit A and Exhibit A1 Amended Scope of Services – First Amendment in the manner therein specified.
2. **Paragraph 2. Payment:** The last sentence shall be deleted and replaced in its entirety with:
"The total amount payable for all services provided under this Agreement, including Additional Services, shall not exceed **One Hundred Twenty Nine Thousand and NO/100 Dollars (\$129,000.00)**, including the First Amendment of Thirty Four Thousand Five Hundred and No/100 Dollars (\$34,500.00), without the prior written approval of County."
3. **Exhibit A "SCOPE OF SERVICES":** Exhibit A shall be amended to include Exhibit A "Amended Scope of Services – First Amendment".
4. **Exhibit B "PAYMENT FOR SERVICES RENDERED":** Exhibit B shall be amended to include Exhibit B "Amended Payment for Services Rendered – First Amendment".
5. All other terms and conditions in the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment the day and year first above written.

County of Placer:

By: _____
Chairman, Board of Supervisors

Date: _____

Consultant:

By: _____
Richard Beall, President

Date: _____

By: _____
Terri Busch, CFO

Date: _____

Approved as to Form
County Counsel

Approved as to Funds
Auditor

BY: _____ BY: _____

**EXHIBIT A
AMENDED SCOPE OF SERVICE – FIRST AMENDMENT**

Exhibit A, Scope of Services: The first paragraph shall be deleted and replaced in its entirety with:

The scope of services shall consists of professional services related to the development of asbestos, lead in paint and other hazardous materials bidding specifications for abatement contractors for the demolition project at the Dewitt Center in Auburn including asbestos pre-demolition inspection, lead paint inspection, development of Contract Specifications for asbestos, lead in construction, fluorescent light tubes, and PCB ballasts for Buildings 09, 10, 202 A&B, 203B, 203A, 204A&B, 205A&B, 206A&B, and connecting corridors at the DeWitt Government Center, Auburn, CA. In addition, this proposal includes services for providing onsite third party project management during the removal and handling of hazardous materials.

Exhibit A, Task 1: Asbestos and Lead Inspection of Subject Buildings (Interior and Exterior) The fifth paragraph shall be deleted and replaced in its entirety with:

Consultant will provide a written report of findings including written specifications for asbestos, lead, and other hazardous material for bidding purposes based on the items listed above.

Exhibit A, Task 2: Onsite Project Management During Abatement and Demolition
The fourth paragraph shall be deleted and replaced in its entirety with:

This contract assumes the project will be completed within twelve weeks of arriving at the project site and includes up to 480 hours of project oversight and 120 daily air samples. *The additional work for Buildings 202A&B and 203B assumes this phase of the project will be completed within four weeks of arriving at the project site and includes up to 160 hours of project oversight and 40 daily air samples.*

**END OF EXHIBIT A
AMENDED SCOPE OF SERVICE – FIRST AMENDMENT**

**EXHIBIT B
AMENDED PAYMENT FOR SERVICES RENDERED- FIRST AMENDMENT**

Exhibit B Payment for Services Rendered, the third paragraph, second sentence shall be deleted and replaced in its entirety with:

However, the total amount payable for all services provided under this Agreement, including additional services, shall not exceed One Hundred Twenty Nine Thousand and no/100 Dollars (\$129,000.00).

The fourth paragraph shall be deleted in its entirety and replaced with:

<u>TASK:</u>	<u>COST:</u>
1A Onsite Asbestos & Lead Inspection, Final Survey Report and Bidding Specifications	\$27,033.00
1B Laboratory Costs	\$14,585.00
2A Pre-Construction Meeting, Onsite Project Management and Administrative Support	\$59,448.00
2B Laboratory Costs during Demolition	\$ 4,760.00
2C Final Close Out Process	\$ 4,708.00
<u>3A Additional Services Allowance</u>	<u>\$ 18,466.00</u>
Total Basic Fee:	\$129,000.00

This contract allows for additional work as necessary on the prior written approval from the Placer County Director of Facility Services in the maximum amount of \$ 18,466.00.

**END OF EXHIBIT B
AMENDED PAYMENT FOR SERVICES RENDERED - FIRST AMENDMENT**

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