March 10, 2015

Honorable Board of Supervisors
Administration Building
Oakland, California 94612

Dear Board Members:

SUBJECT:  AUTHORIZE AMENDMENT NO. 2 TO PROCUREMENT CONTRACTS WITH ENVIRONMENTAL CONSULTING FIRMS FOR LEAD EVALUATIONS SERVICES

RECOMMENDATION:
Approve and execute Amendment No. 2 to procurement contracts with the following environmental consulting firms to perform lead evaluation services in residential properties located in Alameda, Berkeley, Emeryville, Oakland, and the Unincorporated areas of Alameda County increasing the combined contracts from $44,500 to $72,500 ($28,000) with no changes to the existing contract period of 4/1/2012 through 3/31/2016:

A. Procurement Contract No. 7355, Oaks Environmental Testing, Inc. 
   (Principal: Maribel Robles; Location: Oakland), increase the contract amount from $29,500 to $42,500 (increase of $13,000); and

B. Procurement Contract No. 7358, Benchmark Environmental Engineering, Inc. dba UPIN, Inc. (Principal: Wendy Buller, President; Location: Pleasanton), increase the contract amount from $15,000 to $30,000 (increase of $15,000).

DISCUSSION/SUMMARY:
On October 28, 2014, your Board accepted a grant award of $3,400,000 for Fiscal Years 2015, 2016, and 2017 from the U.S. Department of Housing and Urban Development (HUD) to carry out a Lead Hazard Control Program to address residential lead hazards in Alameda, Berkeley, Emeryville, Oakland, the Unincorporated communities of Ashland, Cherryland and San Lorenzo, and other areas of the unincorporated County as appropriate. Lead evaluations of pre-1978 housing for low-income families are required before and after lead hazard control work by State-certified assessors. These services are part of the required activities under the three-year HUD grant.

In order to complete lead evaluations and projects in a timely manner and to meet the HUD-approved benchmarks of the recently awarded HUD Lead Hazard Control grant, the Department wishes to increase the contract amount in two existing lead evaluation contracts while a Request for Interest and Request for Proposal (RFP) process is completed for lead evaluations for the balance of the grant period. The Department anticipates working with new contractors and some of the existing contractors after the RFP process, which is projected to be completed by October 30, 2015. On 4/22/2014, your Board approved Amendment No. 1 to increase combined contracts by $22,000 to procurement contracts 7354; 7355; 7358; File No. 29263, Item No. 58.
SELECTION CRITERIA AND PROCESS:

The U.S Department of Housing and Urban Development (HUD) Lead Hazard Control grant includes funds earmarked for conducting lead evaluations at qualifying residential units. The Community Development Agency’s (CDA) Healthy Homes Department does not have the required in-house capacity to carry out these evaluations. A Request for Proposals (RFP) based on Alameda County specifications was issued on November 10, 2011.

<table>
<thead>
<tr>
<th>Proponent</th>
<th>Location</th>
<th>Bid Price</th>
<th>Score</th>
<th>Ranking</th>
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<tr>
<td>Vista Environmental Consulting, Inc.</td>
<td>Oakland</td>
<td>$44,335</td>
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<td>Benchmark Environmental Engineering, Inc.</td>
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<td>$66,840</td>
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<td>Oaks Environmental Testing, Inc.</td>
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<td>EnviroTeam, Inc.</td>
<td>Alameda</td>
<td>$85,260</td>
<td>363</td>
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<td>Clark Seif Clark, Inc.</td>
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<td>ACC Environmental Consulting, Inc.</td>
<td>Oakland</td>
<td>$360,550</td>
<td>278</td>
<td>6</td>
</tr>
</tbody>
</table>

Vista Environmental Consulting, Inc., Oaks Environmental Testing, Inc., EnviroTeam, Inc., and Benchmark Environmental Engineering, Inc. dba UPIN, Inc. were selected and awarded contracts based on their highest scores. The Department received Federal Grant Fund SLEB Waivers F300A – D for these contracts, which expire March 31, 2016.

Contracts with Oaks Environmental Testing, Inc. and Benchmark Environmental Engineering, Inc., are approaching their contract maximums. The department wishes to increase these contracts in order to complete lead evaluations and projects in a timely manner to meet HUD-approved benchmarks. There are sufficient funds in the $3,400,000 grant to increase these contracts.

FINANCING:

The funds for these amendments are included in the HUD grant and CDA’s FY2014-2015 budget ($7,000 for Oaks Environmental Testing, Inc. and $3,000 for Benchmark Environmental Engineering, Inc.) and will be included in the CDA’s FY2015-2016 budget ($6,000 for Oaks Environmental Testing, Inc. and $12,000 for Benchmark Environmental Engineering, Inc.). There will be no Net County Cost as a result of this action.

Very truly yours,

Chris Bazar, Director
Community Development Agency

cc: Susan Muranishi, County Administrator
Steve Manning, Auditor-Controller
Donna Ziegler, County Counsel
Richard Conway, County Administrator’s Office
Heather Littlejohn, Office of the County Counsel
U.B. Singh, CDA Finance Director
Maricela Foster, CDA Healthy Homes Department Director
SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement ("Second Amendment") is made by the County of Alameda ("County") and Oaks Environmental Testing, Inc., ("Contractor") with respect to that certain agreement entered by them on April 1, 2012 and that certain First Amendment to Agreement, (collectively referred to herein as the "Contract") pursuant to which Contractor provides lead evaluation services to County.

WHEREAS, the parties desire to increase the total contract amount in order to meet the U.S. Department of Housing and Urban Development (HUD) approved benchmarks of the recently awarded Lead Hazard Control Grant regarding lead evaluations;

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Contract as follows:

1. The terms and provisions of this Second Amendment will be effective as of the date this Second Amendment is executed by the County.

2. In consideration for Contractor’s additional services, the County shall pay Contractor an additional amount not to exceed Thirteen Thousand Dollars ($13,000). Accordingly, the last sentence of Page 1 of the Contract is hereby revised to read, “The compensation payable to Contractor hereunder shall not exceed Forty Two Thousand Five Hundred Dollars ($42,500) for the term of this Agreement.”

3. Item 20 of the Standard Services Agreement is amended as follows:
TERMINATION: The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving the Contractor prior written notice. In the event that the County
be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Revised Exhibit B hereto, provided that the maximum amount payable to the Contractors for its lead evaluation services shall not exceed $42,500.

4. A Revised Exhibit B, Payment Terms, is attached to this Amendment and shall replace the prior Revised Exhibit B, Payment Terms attached to the First Amendment to Agreement. Except as expressly modified, all of the terms and conditions of the original Exhibit B, including B1-Bid Response and B-Bid Form, are and remain in full force and effect.

5. DEBARMENT AND SUSPENSION CERTIFICATION:
   a. By signing this Second Amendment and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
   b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
      (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded by any federal department or agency;
      (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

6. Except as expressly modified by this Second Amendment, all of the terms and conditions of the Contract are and remain in full force and effect.
IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

By: __________________________
   Signature

Name: ________________________
(Printed)

Title: President of the Board of Supervisors

Date: ________________________

Approved as to Form:
Donna R. Ziegler

By: __________________________
   Heather Littlejohn,
   Deputy County Counsel

OAKS ENVIRONMENTAL TESTING, INC.

By: __________________________
   Signature

Name: ________________________
(Printed)

Title: Principal

Date: 03-10-15

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.
REVISED EXHIBIT B
PAYMENT TERMS

1. County will pay Contractor upon successful completion and acceptance of the services in Exhibits A-A2, within thirty (30) days, upon receipt of invoice.

2. Invoices will be approved by the County, Healthy Homes Department Deputy Director or designee.

3. Total payment under the terms of this Agreement will not exceed the total amount of Forty Two Thousand Five Hundred Dollars ($42,500). This cost includes all taxes and all other charges.
EXHIBIT D

COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: Oaks Environmental Testing, Inc. 

PRINCIPAL: Maribel Robles TITLE: Principal

SIGNATURE: [Signature] DATE: 03-10-15
SECOND AMENDMENT TO AGREEMENT

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WHEREAS, the parties desire to increase the total contract amount in order to meet the U.S. Department of Housing and Urban Development (HUD) approved benchmarks of the recently awarded Lead Hazard Control Grant regarding lead evaluations;

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Contract as follows:

1. The terms and provisions of this Second Amendment will be effective as of the date this Second Amendment is executed by the County.

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   TERMINATION: The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving the Contractor prior written notice. In the event that the County
be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Revised Exhibit B hereto, provided that the maximum amount payable to the Contractors for its lead evaluation services shall not exceed $42,500.

4. A Revised Exhibit B, Payment Terms, is attached to this Amendment and shall replace the prior Revised Exhibit B, Payment Terms attached to the First Amendment to Agreement. Except as expressly modified, all of the terms and conditions of the original Exhibit B, including B1-Bid Response and B-Bid Form, are and remain in full force and effect.

5. DEBARMET AND SUSPENSION CERTIFICATION:
   a. By signing this Second Amendment and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
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6. Except as expressly modified by this Second Amendment, all of the terms and conditions of the Contract are and remain in full force and effect.
IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

By: [Signature]
Name: Scott Haggerty
(Printed)
Title: President of the Board of Supervisors

Approved as to Form:
Donna R. Ziegler

By: Heather Littlejohn,
Deputy County Counsel

OAKS ENVIRONMENTAL TESTING, INC.

By: [Signature]
Name: Maribel Robles
(Printed)
Title: Principal

Date: 03-10-15

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.
REVISED EXHIBIT B
PAYMENT TERMS

1. County will pay Contractor upon successful completion and acceptance of the services in Exhibits A-A2, within thirty (30) days, upon receipt of invoice.

2. Invoices will be approved by the County, Healthy Homes Department Deputy Director or designee.

3. Total payment under the terms of this Agreement will not exceed the total amount of Forty Two Thousand Five Hundred Dollars ($42,500). This cost includes all taxes and all other charges.
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CONTRACTOR: Oaks Environmental Testing, Inc.

PRINCIPAL: Maribel Robles TITLE: Principal

SIGNATURE: [Signature] DATE: 03-10-15
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1. The terms and provisions of this Second Amendment will be effective as of the date this Second Amendment is executed by the County.

2. In consideration for Contractor’s additional services, the County shall pay Contractor an additional amount not to exceed Fifteen thousand dollars ($15,000). Accordingly, the last sentence of Page 1 of the Contract is hereby revised to read, “The compensation payable to Contractor hereunder shall not exceed Thirty thousand dollars ($30,000) for the term of this Agreement.”

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COUNTY OF ALAMEDA

By: [Signature]

Name: Scott Haggerty
(Printed)

Title: President of the Board of Supervisors

BENCHMARK ENVIRONMENTAL ENGINEERING, INC.

By: [Signature]

Name: Wendy Buller
(Printed)

Title: President

Date: 3-10-15

Approved as to Form:
Donna R. Ziegler

By: [Signature]

Heather Littlejohn,
Deputy County Counsel

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1. County will pay Contractor upon successful completion and acceptance of the services in Exhibits A-A2, within thirty (30) days, upon receipt of invoice.

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CONTRACTOR: Benchmark Environmental Engineering Inc.

PRINCIPAL: Wendy Buller TITLE: President

SIGNATURE: ___________________________ DATE: 3/10/15
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COUNTY OF ALAMEDA

By: ____________
   Signature

Name: ____________
   (Printed)

Title: President of the Board of Supervisors

BENCHMARK ENVIRONMENTAL ENGINEERING, INC.

By: ____________
   Signature

Name: ____________
   (Printed)

Title: President

Date: 3/10/15

Approved as to Form:
Donna R. Ziegler

By: ____________
   Heather Littlejohn,
   Deputy County Counsel

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REVISED EXHIBIT B
PAYMENT TERMS

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2. Invoices will be approved by the County, Healthy Homes Department Deputy Director or designee.

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COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION

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CONTRACTOR: Benchmark Environmental Engineering Inc.

PRINCIPAL: Wendy Buller TITLE: President

SIGNATURE: ___________________________ DATE: 3/10/15