



City of Carson

Report to Mayor and City Council

November 19, 2013
New Business Consent

SUBJECT: CONSIDER APPROVAL OF FIRST AMENDMENT TO CONSULTANT RETAINER AGREEMENT WITH BARR & CLARK, INC. TO PROVIDE LEAD-BASED PAINT TESTING AND CONSULTING SERVICES FOR THE RESIDENTIAL REHABILITATION PROGRAM

Wm Berglund for GA
Submitted by Jacquelyn Acosta
Acting City Manager

Wm Berglund for GA
Approved by Jacquelyn Acosta
Acting City Manager

I. SUMMARY

The existing agreement to provide lead-based paint testing and consulting services for the City's residential rehabilitation program expires on December 18, 2013. That agreement was for one year, with an option to extend for an additional one-year period at the discretion of the City. Staff recommends exercising this option to renew for an additional year, and has prepared a first amendment to the agreement (Exhibit No. 1) extending the agreement until December 31, 2014.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the First Amendment to the consultant retainer agreement with Barr & Clark, Inc., in an amount not to exceed \$19,805.00, for lead-based paint testing and consulting services, effective December 19, 2013 through December 31, 2014.
2. AUTHORIZE the Mayor to execute the First Amendment following approval as to form by the City Attorney.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate.

IV. BACKGROUND

Inspection, testing, and abatement of lead-based paint hazards is an essential component of the residential rehabilitation program of the City's Community Development Department. Because of the documented negative health effects of lead-based paint, particularly on the development of young children, such inspection, testing, and abatement is required in the rehabilitation of all residential structures built before 1978 where such rehabilitation is performed using federal Community Development Block Grant funds. This requirement is

contained in Section 24 of the Code of Federal Regulations, Part 35. Enforcement of the provisions of 24 CFR 35 has become an area of emphasis in recent years for the U. S. Department of Housing and Urban Development (HUD).

Staff issued a Request for Proposals (RFP) on October 9, 2012, for a contractor to provide the following services:

- a. Conduct lead hazard inspection/evaluation. During the evaluation, consultant shall determine whether lead-based paint hazards exist in the unit and where.
- b. Conduct testing of all surfaces to be disturbed during the rehabilitation process. A certified lead-based paint inspector or risk assessor must conduct the testing.
- c. Provide the City with a report indicating the findings of the testing.
- d. For rehabilitation work in excess of \$5,000.00, the consultant shall conduct and prepare a risk assessment of the entire unit. A certified risk assessor must conduct the risk assessment.
- e. Conduct final clearance inspection to make sure the dwelling is safe for occupants. Final clearance shall ensure that all of the following items have been completed:
 - All hazard reduction work covered in the work specification is complete.
 - All areas where paint has been stabilized have been repainted with primer and finish coats of paint.
 - All causes of deteriorated paint have been repaired.
 - Encapsulants have been applied according to manufacturer's recommendations.
 - Friction and impact surfaces have been treated.
 - Surfaces that collect lead dust have been cleaned.

On December 18, 2012, City Council approved staff's recommendation to approve a consultant retainer agreement with Barr & Clark, Inc., of Garden Grove, California, to perform the above-described services for a period of one year, in an amount not to exceed \$19,805.00, with an option to extend the agreement for an additional one-year period at the discretion of the City. With the expiration of the initial term of this agreement approaching, staff is recommending that City Council exercise this option to extend the agreement, and has prepared a First Amendment to the agreement extending the term of the agreement until December 31, 2014. Barr & Clark has been providing the above-described services continuously since 2010, and staff is pleased with the

price and quality of the firm's work as well as its responsiveness to staff and resident concerns.

V. FISCAL IMPACT

Funds for this proposed contract have been included in the FY 2013/14 CDBG budget and the approved 2013-2014 Annual Action Plan under Rehabilitation Activities (Neighborhood Pride Program).

VI. EXHIBITS

1. First Amendment to City of Carson Consulting Services/Consultant Retainer Agreement. (pgs. 4-7)

Prepared by: Keith Bennett, Housing Analyst

TO: Rev06-19-2013

Reviewed by:

City Clerk	City Treasurer
Administrative Services	Public Works
Community Development	Community Services

Action taken by City Council

Date _____ Action _____

**FIRST AMENDMENT TO CITY OF CARSON
CONSULTING SERVICES/CONSULTANT RETAINER AGREEMENT
(City of Carson/Barr & Clark, Inc.)**

This First Amendment to that certain Consulting Services/Consultant Retainer Agreement, dated as of December 18, 2012 ("First Amendment"), is made and entered into this 19th day of November, 2013, by and between the City of Carson, a public body corporate & politic and a political subdivision of the State of California, ("City"), and Barr & Clark, Inc. ("Consultant").

WHEREAS, City and Consultant previously entered into that certain "**Consulting Services/Consultant Retainer Agreement**" for **Lead-Based Paint Inspection and Consulting Services** dated as of December 18, 2012 ("Agreement"); and

WHEREAS, City desires to continue the services of Consultant beyond the term of such Agreement in order to perform additional services within the scope of services defined in such Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Section 2 of the Agreement is hereby amended to read, in its entirety, as follows:

"2. Term of Agreement. This Agreement is effective on the date set forth in the initial paragraph of this First Amendment and shall remain in effect through December 31, 2014, unless earlier terminated pursuant to Section 14."

Section 2. Section 3 of the Agreement, Exhibit B-Compensation, is amended to read, in its entirety, as attached. See amendment is ***bold and italic.***

Section 3. Except as expressly amended by this First Amendment, all other terms, conditions, and obligations of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

[SIGNATURES ON NEXT PAGE]

CITY:

CITY OF CARSON, a public body corporate & politic and a political subdivision of the State of California

Mayor Jim Dear

ATTEST:

City Clerk Donesia L. Gause, CMC

APPROVED AS TO FORM:

City Attorney

CONSULTANT:

Barr & Clark, Inc.

By: _____

Name: Matt Crochet

Title: President & CEO

Address: 12684 Hoover Street
Garden Grove, CA 92841

[END OF SIGNATURES]



EXHIBIT B

COMPENSATION

For the services described in the original agreement dated December 18, 2012, City shall, in the amounts, by the method, and at the times set forth, pay Consultant as follows:

Upon receipt, verification, and approval of Consultant's Monthly Report and Invoice, City shall reimburse Consultant for the approved amount of the invoice. The total paid to Consultant shall not exceed *Nineteen Thousand Eight Hundred Five dollars (\$19,805.00)* by the end of the term of this Agreement. Payment shall be for eligible services related to the Neighborhood Pride Program or the Neighborhood Stabilization Program, and shall be drawn from City's Community Development Block Grant (CDBG) Program allocation. Payments will be made only upon Consultant's completion of the contracted services, and utilizing the City's standard warrant register procedures.

Payments to Consultant shall be based on the following schedule as documented by submitted timesheets:

- **Combination Lead-Based Paint Inspection and Risk Assessment (including visual assessment and cost effective treatments)**—This inspection will be in compliance with 24 CFR (Code of Federal Regulations) 35.930 (Title X), California Title 17 Regulations, and the relevant chapters of the current version of the HUD Guidelines. Paint testing will be performed using XRF methodology. All laboratory samples (dust and soil samples) will be analyzed for lead content by a local laboratory accredited by the American Industrial Association (AIHA), the National Institute for Standards and Technology (NVLAP), and the California Department of Health Services (ELAP).
 - **Comprehensive Lead-Based Paint Inspection/Risk Assessment—Typical Single-Family Residence: \$300.00**
 - **Comprehensive Lead-Based Paint Inspection/Risk Assessment—Typical Mobilehome: \$275.00**
 - **Limited Lead-Based Paint Inspection—Typical Single-Family Residence or Mobilehome (Interior or Exterior Only): \$225.00**All laboratory sampling costs are included in the above pricing.
- **Lead-Based Paint Clearance (Single-Family Residence or Mobilehome)**—Conduct a lead clearance inspection and issue abatement certification in compliance with 24 CFR 35.930 (Title X) and the relevant chapters of the HUD Guidelines.
 - **Lead-Based Paint Clearance Inspection—Per job site visit: \$150.00**
 - **Laboratory samples for dust wipe or soil (typically 3 samples): \$15.00 each**
- **Discount**—If five or more inspections are ordered concurrently, a 5% discount shall apply.

Fees as indicated above shall be inclusive of all normal business overhead (i. e., costs for travel, telephone service, facsimile transmission, et cetera).



All invoices shall be payable within 30 days of presentation and verification.

Payment to the Consultant may be withheld, suspended, or terminated under the following terms:

1. If CDBG or NSP funds to the City are suspended or terminated, or if the Consultant refuses to accept additional conditions imposed by the City.
2. If Consultant fails to comply with the provisions of this Agreement.
3. If Consultant fails to comply with HUD, HCD, or City rules and regulations.
4. If this Consulting Services Agreement is terminated.

