

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
BOARD ACTION SUMMARY**

DEPT: General Services Agency

BOARD AGENDA: 5.B.13  
AGENDA DATE: May 22, 2018

**SUBJECT:**

Approval of an Amendment to Master Agreement with Mountain View Environmental for Asbestos, Mold and Lead Consulting Services

**BOARD ACTION AS FOLLOWS:**

**RESOLUTION NO. 2018-0243**

On motion of Supervisor Withrow, Seconded by Supervisor Chiesa  
and approved by the following vote,

Ayes: Supervisors: Chiesa, Withrow, Monteith, and Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: Olsen

Abstaining: Supervisor: None

- 1)  Approved as recommended
- 2)  Denied
- 3)  Approved as amended
- 4)  Other:

**MOTION:**

ATTEST:   
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
AGENDA ITEM**

DEPT: General Services Agency

BOARD AGENDA:5.B.13  
AGENDA DATE: May 22, 2018

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: No

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**SUBJECT:**

Approval of an Amendment to Master Agreement with Mountain View Environmental for Asbestos, Mold and Lead Consulting Services

**STAFF RECOMMENDATION:**

1. Approve Amendment 2 to increase the not-to-exceed limit in Professional Services Agreement with Mountain View Environmental for services of a certified asbestos and mold and lead consultant services, from \$100,000 to \$160,000.
2. Authorize the Purchasing Agent to sign the Contract Amendments identified above, and any subsequent amendments to the Agreements on behalf of the County.

**DISCUSSION:**

Stanislaus County GSA Purchasing (GSA) competitively procures and maintains countywide master agreements for a variety of goods and services, such as office supplies, fire extinguisher maintenance, fire alarm maintenance and monitoring, and janitorial services. By combining the needs of multiple County departments under a single master agreement, GSA is able to procure these items at lower rates than would otherwise be possible.

Among these master agreements is a contract with Mountain View Environmental for asbestos, mold and lead inspection and consulting services. Such services are necessary to comply with State and Federal guidelines and to ensure that County buildings are safe for both employees and the public.

In March 2015, GSA negotiated and executed the existing agreement with Mountain View Environmental for an amount not to exceed \$100,000, which is within the spending authority limits of the County Purchasing Agent. Spending is still within those limits, but increasing departmental demand now requires Board approval to increase the not-to-exceed limit for continued use of the agreement. Approval of Amendment No. 2 to the Mountain View Environmental agreement adjusts the agreement's not-to-exceed spending limits from \$100,000 to \$160,000, but doesn't change any other provisions of the agreement.

**POLICY ISSUE:**

The Stanislaus County Purchasing Policy requires Board of Supervisors approval for contracts exceeding \$100,000. This requirement is based upon California Government

Codes § 25212, et seq, and § 25502.5, et seq., which establish the powers of the Board of Supervisors and the Purchasing Agent.

**FISCAL IMPACT:**

Based on current usage trends and departmental budgets, GSA Purchasing anticipates approximately \$160,000 will be spent during the term of the agreement which runs through June 30, 2018. Appropriations for departmental use of the agreement are requested at the departmental level and therefore, no increase in appropriations is being requested as part of the amendment.

**BOARD OF SUPERVISORS' PRIORITY:**

The recommended actions are consistent with the Boards' priority of *Delivering Efficient Public Services and Community Infrastructure* by providing time and cost-efficient contracted services to County departments.

**STAFFING IMPACT:**

Existing GSA staff will continue to manage the existing agreement.

**CONTACT PERSON:**

Keith D. Boggs, GSA Director/Purchasing Agent	Telephone: (209) 525-7640
Brad Diemer, Purchasing Manager	Telephone: (209) 525-6319

**ATTACHMENT(S):**

1. Mt. View Environmental - Amendment 2

**SECOND AMENDMENT TO COUNTY-WIDE AGREEMENT FOR PROFESSIONAL SERVICES**

**RECEIVED**

**MAR 06 2018**

**GENERAL SERVICES AGENCY**

This Amendment No.2 to the Countywide Agreement for Professional Services ("Amendment No. 2") by and between the County of Stanislaus ("County") and Mountain View Environmental ("Consultant") is made and entered into on August 18, 2017.

WHEREAS, the County and Consultant entered into a Countywide Agreement for Professional Services dated March 1, 2015, ("the Agreement"); and

WHEREAS, Paragraph 17 of the Agreement provides for the Agreement to be amended, modified, changed, added or subtracted from by mutual consent of both parties; and

WHEREAS, the parties wish to amend Exhibit A – Scope of Work to clarify the levels of service provided by the Consultant; and

WHEREAS, the parties agree to increase the not to exceed limit in Exhibit A, Section B-3 by \$60,000.00 to cover services performed by the Consultant through the end of the term of this Agreement, and

NOW THEREFORE, the parties hereby agree to amend the Agreement as follows:

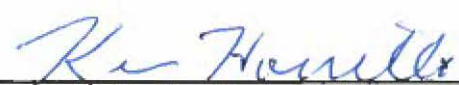
1. Exhibit A, is replaced with the Attached Exhibit A
2. The maximum amount to be paid by the County for services provided shall not exceed the limit set forth in the attached Exhibit A, Section B -3.
3. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment:

**COUNTY OF STANISLAUS**

**MOUNTAIN VIEW ENVIRONMENTAL**

By:   
Keith D. Boggs, Assistant Executive Officer,  
GSA Director/Purchasing Agent

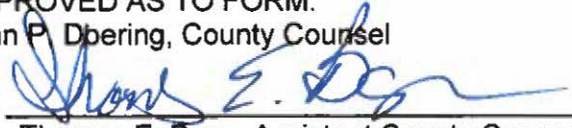
By:   
Ken Horrillo dba Mountain View  
Environmental

"County"

"Consultant"

APPROVED AS TO FORM:

John P. Dbering, County Counsel

By:   
Thomas E. Boze, Assistant County Counsel

*BOS Res. Dtd 5-22-18*

## EXHIBIT A

### A. SCOPE OF WORK

1. Consultant shall provide the following services under this Agreement for Professional Services as requested in writing on a completed and fully executed Service Request Form.
  - a. Laboratory Analysis: includes testing for asbestos, lead, mold and other contaminants, which shall include obtaining samples; conducting laboratory analysis of samples; and reporting on findings of raw data of the laboratory sample not the regulatory agency findings.
  - b. Special projects as follows:
    - i. Upon request the Consultant shall assist the County with the development of approved specifications and state of the art technics for the County to use in County issued solicitations for remediation to control hazardous exposures in the workplace and the community. Additionally, the Consultant shall assist the County with technical Requests for Information during the County's solicitation process.
    - ii. Consultant shall provide the County the analysis of the scientific research to determine safe exposure levels to environmental contaminants and incorporate the findings in a report to the County recommending the action to be taken.
    - iii. Consultant shall provide onsite project oversight and monitoring of the abatement. This shall include measuring workers' on-the-job exposure to potentially harmful chemicals, or dusts.
    - iv. Consultant shall provide the County a clearance report.
    - v. Consultant shall train, educate and counsel the County about environmental health risks.
    - vi.
2. Consultant shall provide only such services as described above and as requested by the County in writing on a completed and fully executed Service Request Form, a sample of which is attached hereto as Attachment 1.

### B. COMPENSATION

The Consultant shall be compensated for the services provided under this Agreement as follows:

1. Pricing:
  - a. Laboratory analysis at the pricing shown below, which includes sample medium, shipping and handling:

Type of Sample	Price per Sample (Standard Service)	Price per Sample (Expedited Service)
Asbestos Air PCM	\$35.00	\$50.00
Asbestos Air TEM	\$90.00	\$132.50
Asbestos Bulk PLM	\$35.00	\$50.00
Lead Air AA Flame	\$35.00	\$50.00
Lead Bulk AA Flame	\$35.00	\$50.00

Type of Sample	Price per Sample (Standard Service)	Price per Sample (Expedited Service)
Lead Wipe AA Flame	\$35.00	\$50.00
Lead Water	\$60.00	\$90.00
Lead Soils	\$35.00	\$50.00
Mold Air – non viable	\$125.00	\$187.50
Mold Bulk – direct exam	\$130.00	\$192.50

b. Special Projects listed in this Exhibit under Section A – Scope of Work, sub-section b – Special Projects shall be billed at a rate of \$130.00 per hour.

2. Upon completion of services requested by County, Consultant shall submit an invoice for such services along with the fully executed Service Request Form and a copy of Consultant's report to the County as follows:

For Building Maintenance:	For CEO- Capital Projects:
GSA Facilities Maintenance Division	CEO Capital Projects Division
Attn: Accounts Payable	Attn: Accounts Payable
1010 10 <sup>th</sup> Street, Suite 5400	1010 10 <sup>th</sup> Street, Suite 6800
Modesto, CA 95354	Modesto, CA 95354

3. The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed \$160,000 including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this Agreement.

**C. TERM**

Paragraph 3.1 of the body of this Agreement is amended to read as follows:

"3.1 The term of this Agreement shall be from March 1, 2015, through June 30, 2018, unless otherwise terminated as provided below."

**D. REPRESENTATIVES**

The parties respective Project Managers shall be:

For County (Building Maintenance):

Matt Innes (or designee)  
Stanislaus County General Services Agency  
Facilities Maintenance Division  
1010 10<sup>th</sup> Street, Suite 5400  
Modesto, CA 95358  
(209) 272-0611

[InnesM@stancounty.com](mailto:InnesM@stancounty.com)

For County (CEO-Capital Projects):

Andy Johnson (or designee)  
Chief Executive Office - Capital Projects Div  
1010 10<sup>th</sup> Street, Suite 6800  
Modesto, CA 95354  
(209) 480-5145

[JohnsonA@stancounty.com](mailto:JohnsonA@stancounty.com)

For Consultant:  
Ken Horrillo  
Mountain View Environmental  
5412 Shelly Court  
Salida, CA 95368  
(209) 484-4395  
mtnviewenviron@charter.net