



SSFHA
South San Francisco
Housing Authority

350 C Street South San Francisco CA

Office: 650-583-7631

AGENDA
Special Meeting
Thursday July 24, 2025 at 4:30pm

Pledge of Allegiance

- I. Roll Call and Declaration of Quorum
- II. Public Comment (Comments are limited to 3 minutes)
- III. New Business:
 - A. Award a Contract to VBA, INC. for Lead/Hazardous Materials Testing
***Public Comment**
- IV. Adjournment: **Next Regular Meeting August 11, 2025 @ 6:00pm**



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Public Participation Notice

The South San Francisco Housing Authority Board of Commissioners, welcomes all members of the public to attend the monthly board meetings in person or remotely. The public can also submit written comments to be presented at any regular or special meeting.

To attend in person:

Special Meeting: Thursday July 24, 2025

@4:30pm

South San Francisco Housing Authority

350 C Street, South San Francisco, CA 94080

To attend remotely public access:

Join Zoom Meeting

<https://us02web.zoom.us/j/85613898926?pwd=SZL6yn8bQ7iTsbu0mif6RpxEu6falR.1>

Meeting ID: 856 1389 8926

Passcode: 976344

How to Submit Written Public Comment: Members of the public not wishing to participate remotely or in person are encouraged to submit public comments in writing in advance of the meeting by 12:00 p.m. on July 24, 2025

Public comments provided in advance should identify the Agenda Item Number in the SUBJECT Line of the email. The comments will be read into the record, with a maximum allowance of 3 minutes per individual comment, subject to the Chairperson’s discretion.

All emailed comments should be a maximum of 500 words, which corresponds to approximately 3 minutes of speaking time. If a comment is received after the agenda item is heard but before the close of the meeting, the comment will still be included as a part of the record of the meeting and read into the record. Comments that are not in compliance with the Housing Authority’s rules of decorum may be summarized for the record rather than read verbatim. We value your input and participation, if you cannot attend by zoom, please send us your 3-minute comments as follows: Email: sosfha@sbcglobal.net

**Commissioner Toni Powell will be attending remotely from the Chase Center, San Francisco CA.*

RESOLUTION NO. 1151

BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY

OF THE CITY OF

SOUTH SAN FRANCISCO, STATE OF CALIFORNIA

* * * * *

RESOLUTION ACCEPTING BID FROM VBA, INC and Awarding contract to bidder
WHEREAS, bids were solicited for Lead/Hazardous Testing in 80 units located at 350 C
Street, including the South San Francisco Housing Authority Office.

WHEREAS, the bids were opened on July 7, 2025 at the office of the Housing Authority and
reviewed by the Executive Director; and Mike Silva, Project Manager/Engineer/Inspector

WHEREAS, the Department of Housing and Urban Development requires that a Housing
Authority accepts the lowest responsible and responsive bid.

NOW, THEREFORE, BE IT RESOLVED that the bid of VBA INC. to Test 81 separate buildings
In the amount of \$70,965 for Lead Testing and \$19, 692 for Hazardous Materials Gas to Electric
conversion is hereby accepted and the contract is awarded by the Board of Commissioners of
the Housing Authority of the City of South San Francisco, and that the Executive Director is authorized
to execute the award of contract.

Passed and adopted this 24th day of July 2025.

Seal

Chair

Attest

Secretary

TOTAL PROJECT COST / INSPECTION AND SAMPLING

Item No.	Item Description	Cost
1	Site-wide inspection, assessment and report	\$70,965
2	Gas to electric conversion	\$19,692

NOTE 1: VBA anticipates spending between 15 to 45 minutes within each unit, with an average unit taking 30 minutes to sample and inspect.

NOTE 2: VBA is available to start on any date once the NTP is given, and the expected duration of field work is 10 days for item 1 and 4 days for item 2.

A total of 5 RFP's were sent out to pricing, of the 5 we received 2 responses. Of the two, Van Brunt and Associates' proposal was complete and responsive to the RFP. For reference, the 2nd response did not quote the entire scope of work.

We propose to award to Van Brunt and Associates for their complete proposal and the reasons listed below:

Van Brunt is fully licensed for this work.

Van Brunt has an excellent record and references throughout the bay area.

Insurance: Van Brunt will provide the required insurance certificates (COI) naming the housing authority as additionally insured.

Schedule: Van Brunt will start early August 2025 with a completion date by the end of August 2025. Completion includes the final reports.

Schedule in each unit: Van Brunt will spend approximately 30 minutes in each unit on average.

VBA, INC.

1988

**PROPOSAL FOR ENVIRONMENTAL CONSULTING
HOUSING-RELATED HAZARDS CAPITAL FUND PROGRAM
350 C STREET, SOUTH SAN FRANCISCO, CA**

**SCOPE OF WORK, TERMS, CONDITIONS AND AGREEMENT
DATED: JULY 3, 2025
VIA EMAIL**

CLIENT

SSF HOUSING AUTHORITY
Attn: Leah Taylor
350 C Street
South San Francisco, CA 94080
(hereinafter referred to as "Client")

CONSULTANT

VAN BRUNT ASSOCIATES, INC.
Eric Zamb
State of California CAC #96-1934
CDPH #6683
1401 N. Broadway, Suite 225
Walnut Creek, CA 94596
Office: (925) 685-5900
Fax: (925) 891-4450
(hereinafter referred to as "VBA")

PROJECT

**Lead and Hazardous Materials Testing
Environmental Consulting Services**

FUNDING OPPORTUNITY NUMBER FR-6800-N-68

ASSISTANCE LISTING NUMBER 14.888

VAN BRUNT ASSOCIATES, INC.
1401 N. Broadway, Suite 225, Walnut Creek 94596 Phone (925) 685-5900 Fax (925) 891-4450

VBA

1988

CAPITOL FUND INFORMATION

The purpose of the Housing-related Hazards Capital Fund (HRHCF) & Lead-based Paint Capital Fund Program (LBPCF) Notice of Funds Opportunity (NOFO) is to evaluate and reduce residential health hazards in public housing, including lead-based paint, carbon monoxide, mold, radon, fire safety, and asbestos. In accordance with Section 9 of the United States Housing Act of 1937 (42 U.S.C. 1437g) (1937 Act), and the Consolidated Appropriations Act, 2024, \$65 million shall be made available for competitive grants to public housing agencies to evaluate and reduce housing-related hazards including lead-based paint in public housing, whereas no less than \$25 million of the \$65 million of the available funds shall be awarded for evaluating and reducing lead-based paint hazards specifically by carrying out the activities of lead-based risk assessments, inspections, abatement, interim controls, and clearance examinations. In the event there are not enough eligible applications to award \$25 million in competitive grants to evaluate and reduce lead-based paint hazards, any remaining amounts may be awarded to qualified applicants for evaluating and reducing housing-related hazards. These amounts are combined with an additional \$19.5 million in carryover funding from the Consolidated Appropriations Act, 2023 for lead-based paint and approximately \$3.3 million in recaptured funds from the Consolidated Appropriations Act, 2021 for lead-based paint.

REGULATORY BACKGROUND

A full and complete renovation level asbestos inspection (often called a survey) is required before a building is repaired, renovated, or demolished. Building owners, property managers, and general contractors have the responsibility under various regulations to determine if asbestos is present in their building. All buildings must be inspected for asbestos regardless of the vintage of interior finishes planned for repair, disturbance, renovation, or demolition. A Phase I Environmental Site Assessment does not meet the requirements of these special asbestos regulations.

Asbestos inspections are required by the Federal EPA Title 40, CFR Part 61, the National Emissions Standard for Hazardous Air Pollutants (NESHAPS). In addition, Bay Area Air Quality Management District (BAAQMD) Regulation 11 Hazardous Pollutants, Rule 2, requires a survey to be performed in the affected portion of the building(s). The State of California and Cal OSHA also requires inspection, sampling, and testing to be performed by a Certified Asbestos Consultant, and the use of an accredited laboratory for analysis of all samples retrieved.

Cal OSHA Title 8, CCR 1529 requires building and facility owners determine the presence, location, and quantity of asbestos containing materials prior to any construction work. This Cal OSHA regulation states that building owners are often the only and/or best source of information concerning the presence of asbestos in a building. Therefore, building owners have a duty along with employers to convey inspection information to employees and contractors.

The provisions of Title 8, CCR 1532, Cal OSHA Construction Safety Order, Lead, and the provisions of Title 17, CCR Division 1, Chapter 8, requires various inspections, sampling and testing for lead and other safety related actions. All of these above referenced regulations place the burden of regulatory compliance on the building owner, operator, and general contractor.

SCOPE OF WORK

It is VBA's understanding that pricing is being requested for two potential projects at the above referenced site. These are:

- 1) Hazardous materials inspection, testing and reporting throughout the site in an effort to reduce tenant and employee exposure to existing asbestos and lead-containing materials (referred to in the RFP as "Item 1").

Although it is not necessary to collect samples within each unit, all units will be entered to assess the condition of asbestos and lead-containing materials. Based on this assessment, a comprehensive (ranked) list of priority areas will be generated to assist the building owner with using available funds to reduce asbestos and lead exposure.

This inspection will include collecting bulk building material samples for asbestos and lead, and paint chip, settled dust, water and soil samples for lead analysis. All sampling will be performed in accordance with AHERA, HUD, BAAD and Cal-OSHA rules and regulations. All inspection and sample data will be summarized in a comprehensive report with sample location plans and tables.

- 2) Hazardous materials inspection, testing and reporting for the upcoming conversion from natural gas to electric of all household appliances, including water heaters, heat pumps and stoves (referred to in the RFP as "Item 2").

Although it is not necessary to collect samples within each unit, all units will be entered to inventory the building materials likely to be disturbed during renovation activities. Samples from all homogenous building materials will be collected for asbestos and/or lead analysis.

This inspection will include collecting bulk building material samples for asbestos and lead, and paint chip samples for lead analysis. All sampling will be performed in accordance with AHERA, HUD, BAAD and Cal-OSHA rules and regulations. All inspection and sample data will be summarized in a comprehensive report with sample location plans and tables.

The apartment complex at 350 C Street consists of 39 one to four-unit, one to two-story apartment buildings constructed between 1940 and 1970. There are 80 dwelling units plus an office building on-site. Although many of the buildings were constructed at the same time, various tenant improvements have taken place within individual units throughout the site's history. Floor, wall and ceiling construction materials may vary from building to building based on these periodic maintenance and improvement projects.

ITEM 1 PRICING – COMPLETE INSPECTION AND ASSESSMENT

Task 1 – Inspection and Sampling

\$18,250 (includes travel time)

We will inspect for the presence or absence of hazardous materials throughout the site. VBA will inspect and sample for asbestos in accordance with the Asbestos Hazard Emergency Response Act (AHERA) protocol, and the provisions of ASTM E2356, Standard Practice on Comprehensive Building Asbestos Surveys. This inspection will also include collecting paint chip, ceramic tile, settled dust, water and soil samples for lead analysis. All sampling will be performed in accordance with AHERA, HUD, BAAD and Cal-OSHA rules and regulations.

Task 2 – Laboratory Analysis

\$44,965 (3-5 day turnaround time)

Asbestos and lead paint samples:	975 samples, \$35 per sample
TTLIC ceramic tile samples (lead):	40 samples, \$54 per sample
Roofing samples:	20 samples, \$54 per sample
Lead in water samples:	50 samples, \$45 per sample
Lead in settled dust samples:	110 samples, \$35 per sample
Lead in soil samples:	50 samples, \$30 per sample

All sampling is based on a not to exceed cost. We will only charge for the number of samples analyzed.

Task 3 – Written Report/Sample Location Plan

\$7,750

We will provide a written inspection report identifying sample locations and all hazardous materials that could impact the planned work. Our report will detail our inspection findings, show hazardous materials present, and provide required actions to abate, remove, or stabilize the materials.

ITEM 2 PRICING – GAS TO ELECTRIC CONVERSION

Task 1 – Inspection and Sampling

\$7,200 (includes travel time)

We will inspect for the presence or absence of hazardous materials throughout the site likely to be disturbed during the gas to electric conversion project. VBA will inspect and sample for asbestos in accordance with the Asbestos Hazard Emergency Response Act (AHERA) protocol, and the provisions of ASTM E2356, Standard Practice on Comprehensive Building Asbestos Surveys. This inspection will also include collecting paint chip and ceramic tile samples for lead analysis. All sampling will be performed in accordance with AHERA, HUD, BAAD and Cal-OSHA rules and regulations.

Task 2 – Laboratory Analysis

\$9,992 (3-5 day turnaround time)

Asbestos and lead paint samples: 250 samples, \$35 per sample

TTLIC ceramic tile samples (lead): 15 samples, \$54 per sample

Roofing samples: 8 samples, \$54 per sample

All sampling is based on a not to exceed cost. We will only charge for the number of samples analyzed.

Task 3 – Written Report/Sample Location Plan

\$2,500

We will provide a written inspection report identifying sample locations and all hazardous materials that could impact the planned work. Our report will detail our inspection findings, show hazardous materials present, and provide required actions to abate, remove, or stabilize the materials.

TOTAL PROJECT COST / INSPECTION AND SAMPLING

Item No.	Item Description	Cost
1	Site-wide inspection, assessment and report	\$70,965
2	Gas to electric conversion	\$19,692

NOTE 1: VBA anticipates spending between 15 to 45 minutes within each unit, with an average unit taking 30 minutes to sample and inspect.

NOTE 2: VBA is available to start on any date once the NTP is given, and the expected duration of field work is 10 days for item 1 and 4 days for item 2.

ADDITIONAL SCOPE

Based on our inspection findings and results, we can perform additional tasks including CADD abatement drawings and project design, bidding work, project management, oversight services, and clearance inspections and testing. CADD drawings will show where hazardous materials are recommended or required for removal and will be used for abatement contractor bidding purposes.

SCHEDULE

Our engagement will be ratified by the return of a signed agreement. VBA will continue to carry the work forward expeditiously with all available resources.

COMPENSATION

We intend to perform the above referenced scope of work on a fixed fee basis for individual tasks as noted above. Each fee includes all normally incurred direct expenses associated with the tasks. Direct expenses included in the above fixed fees for the tasks noted above include reproduction of drawings, photographs, or other special presentation material, report typing, facsimiles, copies, and air sampling cassettes.

REIMBURSABLE EXPENSES

Reimbursable expenses **not included** in the above referenced tasks include billing service charges if applicable, parking, courier costs, and special subconsultant fees, if required, and only if and to the extent authorized by the Client. These costs will be added to monthly invoices.

INVOICE TERMS

Invoices will be sent on a periodic basis upon completion of each task set forth above. Payment is due net 45 Days from the date of the invoice. An interest fee will be charged on all amounts due when they are paid 50 days after the invoice date. The interest charge will be based on the outstanding balance due at a rate of 0.837% per month, which equals 10% per year.

FORCE MAJEURE

VBA shall exercise diligent and commercially reasonable efforts to perform all of its obligations hereunder. The Client agrees not to hold VBA responsible for delays due to a material change in the scope of work, or delays that are not within VBA control, including permits, regulatory action, unusual weather conditions, procurement of unusual materials or equipment, and other force majeure events, provided VBA shall use commercially reasonable efforts to obtain all permits and regulatory approvals.

CONFIDENTIALITY

VBA will endeavor in good faith to keep confidential and disclose to no one, without prior written consent of the Client, the information obtained pursuant to this work except when (1) Client authorizes a release of the information; (2) the performance of VBA scope of work requires release of this information by law, rule or regulation (but then, only after five (5) business days advance written notice to Client unless expressly required by law); (3) subject to Client's written approval, VBA requires the release of the information in defense of claims or liabilities; (4) the information is acquired on a nonconfidential basis from others; or (5) the information is otherwise within the public domain.

CLIENT RESPONSIBILITIES

Client agrees to make available to Consultant all known pertinent information regarding existing conditions on the site that could impact the various concerns and tasks of this proposal. Client agrees to provide necessary and available plans, drawings or blueprints, keys, electrical power and full access to perform the work. VBA shall not be considered the generator in any matters of hazardous material laboratory sample retrieval, treatment, transportation, and disposal.

SAMPLE RETRIEVAL

VBA must cut, scrape or bore surfaces, finishes and building system components to obtain samples of asbestos and/or lead. We will attempt to retrieve samples from areas that are not readily visible. VBA shall use commercially reasonable efforts to minimize any damage caused by such sampling. Client agrees to allow such necessary sampling. VBA will pick up any loose debris caused by sampling and will use a HEPA vacuum to clean the localized sampling area of any visible debris or dust.

WARRANTIES

VBA warrants that the services shall be performed in accordance with all applicable laws, rules and regulations, and shall be provided in accordance with generally accepted standards of professionals providing similar services at the time and at similar locations. VBA shall indemnify, defend, and hold harmless Client from any breach of the foregoing warranty or this Agreement by VBA.

INSURANCE

VBA agrees to have in force and effect during the contract period insurance as set forth in Exhibit A attached hereto.

HEALTH & SAFETY

VBA shall be solely responsible for the health and safety of its employees. VBA acknowledges that activities involving the demolition or removal of asbestos-containing building products involve possible hazards, and VBA shall provide its employees with sufficient training and equipment for protection against such hazards.

Except in the event of a material breach of this agreement or a breach of the warranty provided herein by VBA, VBA shall not be held responsible for the health and safety of Client's employees, or the employees of other contractors retained by the Client. All asbestos sampling will be performed in accordance with all applicable laws, using wet methods, and all friable sample sites will be encapsulated at the retrieval point or otherwise repaired if the samples are taken from undamaged products.

LIMITATION OF LIABILITY AND INDEMNIFICATION

Client shall limit VBA's liability on any direct claim by Client for damages to Client due to errors and/or omissions up to the limits of available insurance coverage. This limitation of liability shall apply to all acts of VBA and results therefrom, excluding the willful misconduct and negligence of VBA, its agents and employees.

ACKNOWLEDGMENT OF RISK

Client is considered the "generator" (owner) of suspect asbestos bulk samples and any asbestos that is removed from the property. The Client also recognizes that the standards of practice, particularly with respect to hazardous material services, are changing and evolving rapidly, and that the Client shall not hold VBA responsible for damages because of improvements in the state of practice that are adopted subsequent to VBA's performance of work hereunder.

RIGHT OF TERMINATION OR SUSPENSION

VBA has undertaken this consulting work subject to reasonable expectations regarding the property, its condition, and the cooperation of Client. These expectations are based on our experience in providing the contracted services in other similar large buildings. Client shall have the independent right of termination or suspension with or without cause. VBA may terminate for cause only.

A termination or suspension shall become effective upon receipt of written notification by the other party. Written notification can either be by email or a letter addressed to the Client or VBA, as the case may be. In the case of termination, VBA shall release accumulated information, documents, bids, plans, and all other work product to Client up to and through the day of termination or suspension. Client shall pay for all services and costs to VBA up to and through the day of termination or suspension.

If the Client terminates VBA without cause, VBA shall not have any responsibility or liability for costs to continue to complete environmental consulting. If the Client terminates VBA for cause, the Client must notify VBA of the reason for termination and provide a reasonable time period to cure the cause for termination. If VBA cannot provide a timely cure, the Client may hire an environmental consultant to complete the balance of the contract. The cost of the incomplete contracted work shall be paid from the remaining funds allocated under this agreement with VBA. VBA shall have the right to review the replacement consulting contract scope of work and costs. VBA agrees to pay for the commercially reasonable costs of the replacement environmental consulting that exceed the then remaining VBA contract balance.

PROBLEM RESOLUTION

Any dispute concerning the interpretation of this Agreement or arising from any of the work or reports shall be resolved informally between the parties, or by arbitration conducted in accordance with the rules of the American Arbitration Association. The arbitrator shall conduct summary judgment motions and enforce full discovery rights, as a court would under the California Code of Civil Procedure, and shall follow the substantive rules of law.

JURISDICTION

Legal jurisdiction shall be Walnut Creek, CA.

AGREEMENT AND ACCEPTANCE

This proposal constitutes the entire agreement and can be modified in writing by both parties. The signatures below indicate acceptance of the above referenced conditions.

VAN BRUNT ASSOCIATES, INC.

SOUTH SAN FRANCISCO HOUSING AUTHORITY

By: _____
Linda Van Brunt, President

By: _____

Print: _____

Dated: 7.3.25

Dated: _____

EXHIBIT A

REQUIRED INSURANCE

1. Required Insurance. Van Brunt Associates, Inc. (VBA) agrees to provide and maintain insurance coverage until the Work is completed and accepted by Client, and to furnish certificates from its insurance carrier showing that VBA carries active insurance in the following minimums:

- (a) Workers' Compensation, at the statutory limits for the state or states in which the work is to be performed; and Employer's Liability insurance in the amount of \$1,000,000.
- (b) Professional Liability Errors and Omissions insurance in the amount of \$5,000,000.
- (c) Comprehensive General Liability insurance in the amount of \$5,000,000 per occurrence, \$5,000,000 aggregate, combined single limit for bodily injury and property damage.
- (d) Automobile Liability in the amount of \$2,000,000 per occurrence for bodily injury and property damage, including non-owned automobiles.

2. General Insurance Requirements.

- (a) Additional Insureds. The Commercial General Liability Insurance specified in Section 1(c) shall be endorsed to provide that Client, its members, affiliates, partners, and agents are named as additional insureds.
- (b) Notice of Cancellation. All insurance policies required to be maintained by VBA pursuant to this Exhibit shall provide that written notice of cancellation or of any limit reduction of such policies shall be mailed to Client at least thirty (30) days in advance of the effective date thereof except in the case of cancellation for nonpayment of premium in which case cancellation shall not take effect until at least ten (10) days' prior written notice has been given.

- (c) Primary Insurance. Each insurance policy required to be maintained by VBA shall provide that the insurance is primary, and that no other insurance or self-insurance retention carried or held by Client shall be called upon to contribute to a loss covered by such insurance.

- (d) Proof of Coverage. VBA shall deliver to Client, prior to the commencement of Work, a certificate of insurance evidencing such insurance coverage as required by this Exhibit on a standard ACORD Form 25-S, or other form as required by Client. The commencement of services by VBA without compliance with this or any other requirement of this Exhibit or the Agreement shall not constitute a waiver of any right of Client under this Exhibit or the Agreement, nor a release or waiver of any duty or obligation owed by VBA. Upon Client's request, VBA shall submit to Client copies of the actual insurance policies or renewals or replacements thereof. All policies of insurance are required to be secured and maintained with A.M. Best rated A-x (or higher) insurance companies, shall be written by companies licensed to do business in California and otherwise be acceptable to Client. VBA shall pay for all insurance premiums for such insurance, including any charges for required waivers of subrogation or endorsements of additional insureds. VBA shall be responsible for obtaining satisfactory evidence of insurance coverage from each of its consultants and subconsultants and submitting same to Client prior to commencement of such consultant's or subconsultant's performance of services.