

DUPLICATE

CONSULTANT SERVICES AGREEMENT

BETWEEN THE

CITY OF SAN DIEGO



AND

SHEFA ENTERPRISES, INCORPORATED

TO PROVIDE ENVIRONMENTAL CONSULTING SERVICES

DOCUMENT NO. RL312922
FILED APR 07 2020
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

CONSULTANT SERVICES AGREEMENT

This Consultant Services Agreement (Agreement) is entered into by and between the City of San Diego, a municipal corporation (City), and Shefa Enterprises, Incorporated (Consultant).

RECITALS

City wishes to retain Consultant to provide environmental hazard consulting and advise on remediation protocols specific to the asbestos public nuisance declared for the 101 Ash Street property owned and operated by the City (Services).

Consultant has the expertise, experience, and personnel necessary to provide the Services.

City and Consultant (collectively, the Parties) wish to enter into an agreement whereby City will retain Consultant to provide the Services.

Pursuant to SDMC 22.3208 (d), this agreement was exempt from a competitive process as a sole source certification was justified by the Purchasing Agent due to the urgent nature of the work needed to be completed to remediate the City owned property at 101 Ash Street in an expedient manner.

For good and valuable consideration, the sufficiency of which is acknowledged, City and Consultant agree as follows:

ARTICLE I CONSULTANT SERVICES

1.1 Scope of Services. Consultant shall provide the Services to City as described in Exhibit A, Scope of Work at the rates described therein, in accordance with the City's General Terms and Conditions attached hereto as Exhibit B.

1.2 Contract Administrator. The Appointing Authority named below is the Contract Administrator for this Agreement. Consultant shall provide the Services under the direction of the representative named herein:

Johnnie Perkins, Deputy Chief Operating Officer
202 C Street, Suite 9
jlperkins@sandiego.gov

1.3 Written Authorization. City shall issue a written authorization to proceed before Consultant is authorized to perform Services.

1.4 Duty to Inform City of Changes in Scope of Services. Consultant shall immediately advise the City in writing of any anticipated change in the Scope of Services or the Fees contained in Exhibit A, Scope of Work, and shall obtain the City's written consent to the change prior to making any changes. In no event shall the City's consent be construed to

relieve Consultant from its duty to render all Services in accordance with applicable law and industry standards.

1.5 Competitive Bidding. If applicable, Consultant shall ensure that any plans, specifications, studies, or reports prepared, required, or recommended under this Agreement allow for competitive bidding. Consultant shall prepare such plans, specifications, studies, or reports so that procurement of services, labor or materials are not available from only one source, and shall not prepare plans, specifications, studies, or reports around a single or specific product, piece of major equipment or machinery, a specific patented design, or a proprietary process, unless required by principles of sound engineering practice and supported by a written justification that has been approved in writing by City. Consultant shall submit this written justification to City prior to beginning work on such plans, specifications, studies, or reports. Whenever Consultant recommends a specific product or equipment for competitive procurement, such recommendation shall include at least two brand names of products that are capable of meeting the functional requirements applicable to the Services.

ARTICLE II DURATION OF AGREEMENT

2.1 Term. Unless otherwise terminated, this Agreement shall be effective until completion of the Scope of Services or December 31, 2020, whichever is earliest. The term of this Agreement shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Agreement shall be retroactively effective to January 18, 2020, once it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40.

ARTICLE III COMPENSATION

3.1 Amount of Compensation. City shall pay Consultant for performance of all Services rendered in accordance with this Agreement in an amount not to exceed \$200,000.

3.1.1 Allowable Reimbursed Expenses. City will reimburse Consultant for out of pocket expenses related to tasks executed on the City's behalf including but not limited to:

- Outside copy service
- Postage
- Overnight, Priority or Messenger Delivery Services
- Fees related to obtaining documents
- Fees related to filing regulatory notices
- Travel expenses (must be approved in advance of arrangements being made)

3.1.2 Invoices. Invoices will be produced in the manner stated in the City's General Terms and Provisions or in the manner set by the Contract Administrator and must have appropriate supporting documentation. In the event that the Consultant seeks reimbursement for items indicated in section 3.1.1, receipts must be included.

3.2 Additional Services. City may require Consultant to perform additional Services beyond those described in the Scope of Services (Additional Services). Before Consultant commences such work, the Parties must agree in writing upon a fee for the Additional Services, including reasonably related expenses, in accordance with Section 3.3.

3.3 Manner of Payment. City shall pay Consultant in accordance with the Fees as presented in Exhibit A. Consultant is not entitled to fees, including fees for expenses, that exceed the amounts specified in the Fee section Exhibit A. Consultant shall submit one invoice bi-weekly in a form acceptable to City in accordance with Exhibit A. Consultant shall include with each invoice a description of completed Services, reasonably related expenses, if any, and all other information, broken down by Task, including but not limited to the progress percentage of the Scope of Services and/or deliverables completed prior to the invoice date, as required by the City. City will process and pay undisputed portions of invoices monthly.

3.4 Additional Costs. Additional Costs are costs that can be reasonably determined to be related to Consultant's errors or omissions, and may include Consultant, City, or Subcontractor overhead, construction, materials, demolition, and related costs. Consultant shall not be paid for the Services required due to the Consultant's errors or omissions, and Consultant shall be responsible for any Additional Costs associated with such errors or omissions. These Additional Costs may be deducted from monies due, or that become due, to Consultant. Whether or not there are any monies due, or becoming due, Consultant shall reimburse City for Additional Costs due to Consultant's errors or omissions.

3.5 Eighty Percent Notification. Consultant shall promptly notify City in writing of any potential cost overruns. Cost overruns include, but are not limited to the following: (1) where anticipated costs to be incurred in the next sixty calendar days, when added to all costs previously incurred, will exceed 80 percent of the maximum compensation for this Agreement; or (2) where the total cost for performance of the Scope of Services appears that it may be greater than the maximum compensation for this Agreement.

ARTICLE IV WAGE REQUIREMENTS

4.1 Prevailing Wages. Pursuant to San Diego Municipal Code (SDMC) section 22.3019, construction, alteration, demolition, repair, and maintenance work performed under this Agreement is subject to State prevailing wage laws. For construction work performed under this Agreement cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Agreement cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.

4.1.1 Compliance with Prevailing Wage Requirements. Pursuant to California Labor Code (Labor Code) sections 1720 through 1861, Consultant and its subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work

performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

4.1.1.1 Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRI/DPreWageDetermination.htm>. Consultant and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

4.1.1.2 The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

4.1.2 Penalties for Violations. Consultant and its subcontractors shall comply with Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. Penalties or fines assessed against Consultant shall be the sole responsibility of Consultant. Consultant shall not seek, nor be entitled to, reimbursement from City for any violations or fines assessed against Consultant.

4.1.3 Payroll Records. Consultant and its subcontractors shall comply with Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Consultant shall require its subcontractors to also comply with section 1776. Consultant and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Consultant is responsible for ensuring its subcontractors submit certified payroll records to the City.

4.1.4 Apprentices. Consultant and its subcontractors shall comply with Labor Code sections 1777.5, 1777.6, and 1777.7 concerning the employment and wages of apprentices. Consultant shall be held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.

4.1.5 Working Hours. Consultant and subcontractors shall comply with Labor Code sections 1810 through 1815 including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of Labor Code sections 1810 through 1815.

4.1.6 Required Provisions for Subcontracts. Consultant shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: Labor Code sections 1771, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

4.1.7 Labor Code Section 1861 Certification. Consultant, in accordance with Labor Code section 3700, is required to secure the payment of compensation of its employees and by signing this Agreement, Consultant certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this agreement."

4.1.7 Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the Equal Opportunity Contracting Department at 619-236-6000.

4.2 Higher Wage Rate Applies. Contractor is required to pay the highest applicable wage rate where more than one wage rate applies.

ARTICLE V CONSULTANT'S OBLIGATIONS

5.1 Right to Audit. City retains the right to review and audit, and the reasonable right of access to Consultant's and any Subcontractor's documents, to review and audit Consultant's or Subcontractor's compliance with the provisions of this Agreement (City's Right). City's Right includes the right to inspect, photocopy, and retain copies of any and all books, records, documents and any other information (Records) relating to this Agreement outside of Consultant's premises if deemed necessary by City in its sole discretion. City shall keep these Records confidential to the extent permitted by law. Any and all costs incurred by Consultant to comply with this section shall be the sole responsibility of Consultant and will not be eligible for reimbursement under section 3.1.1 or on an hourly fee basis.

5.1.1 Audit. City's Right includes the right to examine Records of procedures and practices that City determines are necessary to discover and verify that Consultant or Subcontractor is in compliance with all requirements under this Agreement.

5.1.2 Cost Audit. If there is a claim for additional compensation or for Additional Services, the City's Right includes the right to Records that the City determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

5.1.3 Accounting Records. Consultant and all subcontractors shall maintain complete and accurate Records in accordance with generally accepted accounting practices. Consultant and Subcontractors shall make available to City for review and audit all Records relating to the Services. Upon City's request, Consultant and Subcontractors shall submit exact duplicates of originals of all requested records to City.

5.1.4 City's Right Binding on Subcontractors. Consultant shall include City's Right as described in this Section 5.1 in any and all of their subcontracts, and shall ensure that these sections are binding upon all Subcontractors.

5.2 Subcontractors. Consultant's hiring or retaining of any third parties (Subcontractors) to perform Services (Subcontractor Services) is subject to City's prior written approval. Consultant shall list all Subcontractors known to Consultant on the Subcontractor List at the time this Agreement is entered. Consultant shall give written notice to the City of the need at least 45 days before entering into a contract for such Subcontractor Services. Consultant's notice shall include a justification, a description of the Scope of Services, and an estimate of all costs for Subcontractor Services. Consultant may request that City reduce the 45-day notice period. City agrees to consider such requests in good faith.

5.2.1 Subcontractor Contract. Consultant shall require Subcontractor to obtain and maintain insurance policies as required by City for the duration of this Agreement. Consultant shall determine Subcontractor policy limits and required endorsements proportionate to the services performed by Subcontractor.

5.2.1.1 Consultant is obligated to pay Subcontractor, for Consultant and City-approved invoice amounts, out of amounts paid by City to Consultant not later than fourteen working days from Consultant's receipt of payment from City. Nothing in this paragraph shall be construed to impair the right of Consultant and any Subcontractor to negotiate fair and reasonable pricing and payment provisions among themselves.

5.2.1.2 If Subcontractor's performance is deficient, Consultant shall notify City in writing of any withholding of payment to Subcontractor, specifying: (a) the amount withheld; (b) the specific cause under the terms of the subcontract for withholding payment; (c) the connection between the cause for withholding payment and the amount withheld; and (d) the remedial action Subcontractor must take in order to receive the amount withheld. Once Subcontractor corrects the deficiency, Consultant shall pay Subcontractor the amount withheld within fourteen working days of the Consultant's receipt of City's next payment.

5.2.1.3 City shall not be made a party to any judicial or administrative proceeding to resolve any dispute between Consultant and Subcontractor. Consultant agrees to defend and indemnify the City as described in the City's General Terms and Conditions, attached hereto as Exhibit D, and incorporated by reference, in any dispute between Consultant and Subcontractor should City be made a party to any judicial or administrative proceeding to resolve the dispute in violation of this position.

5.2.1.4 Subcontractor must comply with the City's Equal Opportunity Contracting Program requirements.

5.2.1.5 City is an intended beneficiary of any work performed by Subcontractor for purposes of establishing a duty of care between Subcontractor and City.

5.3 Consultant Award Tracking Form. Consultant shall submit statistical information to City as requested in City's Consultant Award Tracking Form. The statistical information shall include the amount of subcontracting provided by firms during the period covered by the Consultant Award Tracking Form. With the Contract Award Tracking Form, Consultant shall provide an invoice from each Subcontractor listed in the report. Consultant agrees to issue payment to each firm listed in the Report within fourteen working days of receiving payment from the City for Subcontractor Services.

5.4 Consultant and Subcontractor Principals for Consultant Services. This Agreement is for unique Services. City has retained Consultant based on Consultant's particular professional expertise as exhibited by the following members of the Consultant's organization: Virginia L. Shefa, President (the Project Team). Consultant may not delegate the performance of Services to other members of Consultant's organization or to Subcontractors without City's prior written consent. It is mutually agreed that the members of the Project Team are the principal persons responsible for delivery of all Services and may not be removed from the Project without the City's prior written approval. City may consider Consultant in default of this Agreement if any member of the Project Team is prevented from providing Services without City's prior written approval. Consultant must consult City as to any replacement if any member of the Project Team becomes unavailable. City may terminate this Agreement if City does not approve of a proposed replacement. Further, City reserves the right, after consultation with Consultant, to require any of Consultant's employees or agents to be removed from providing Services under this Agreement.

5.5 Consultant Evaluation. City will evaluate Consultant's performance using the Consultant Evaluation Form.

5.6 Industry Standards. The Consultant agrees that the Professional Services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional certified asbestos specialist using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by the City, the Mayor, or his designee, or other representatives of the City is required, it is understood to be general approval only and does not relieve the Consultant of responsibility for complying with all applicable laws, codes and good consulting practices.

5.7 Control of Information. Information disclosed to Consultant by the City which is non-public, proprietary or confidential in nature, whether provided in writing, orally, visually, electronically, or by other means, shall be kept confidential. Information includes, but is not limited to the following: know-how, trade secrets, tools, methods, methodologies, designs, techniques, specifications, strategies, and information received under confidential conditions. Consultant shall exercise reasonable care to prevent the disclosure of Information to any third party. Any request for Information made by a third party to Consultant, shall be referred to the City to coordinate and handle all legally required disclosures. This obligation will survive for a period of 2 years following the completion of this Agreement.

VI. CONTRACT DOCUMENTS

6.1 Contract Documents. This Agreement and its exhibits constitute the Contract Documents. The Contract Documents completely describes the Services to be provided. The exhibits are as follows:

- Exhibit A - Scope of Work
- Exhibit B - City's General Terms and Provisions

6.2 Submittals Required with the Agreement. Consultant is required to submit the following forms and information before the Agreement is executed:

- Contractor Standards Pledge of Compliance
- Work Force Report
- Consultant Award Tracking Form
- Contractor Certification of Pending Actions

6.3 Counterparts. This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement is executed by City and Consultant acting by and through their authorized officers.

Shefa Enterprises, Incorporated

CITY OF SAN DIEGO
A Municipal Corporation

BY: Virginia L. Shefa
Virginia Shefa

BY: Kristina Peralta
Kristina Peralta
Director
Purchasing & Contracting Department

02/27/2020
DATE SIGNED

27 FEB 2020
DATE SIGNED

Approved as to form this 27 day of
February, 2020.
MARA W. ELLIOTT, City Attorney

BY: Christina L. Rao
Deputy City Attorney

EXHIBIT A SCOPE OF WORK

A. OVERVIEW

On January 16, 2020, the County of San Diego Air Pollution Control District (APCD) declared a public nuisance at City owned property located at 101 Ash Street (Property) upon the discovery of a piece of fire-proofing asbestos containing material (ACM) in an area near employee-occupied space. Prior to this time, the APCD did not consider the conditions within the building at 101 Ash Street to rise to the level of a public nuisance. The following day, on January 17, 2020, the City voluntarily removed City staff from the Property located at 101 Ash Street and under advisement of the City's Chief Operating Officer's Executive Management Team, a decision to retain an asbestos remediation expert was made.

Consultant, Virginia Shefa (dba Shefa Enterprises, Inc.), will provide guidance and consultation to the City in alignment with the scope of work detailed in this agreement.

B. REQUIREMENTS AND TASKS

Consultant has been retained to provide the following services within the timeframes described below based on management prioritization.

1. Building Assessment and Preliminary Budget Report (Report A).
 - a. Research and Assessment of the building located at 101 Ash Street.
 - b. Report A shall include an overview, review, and evaluation of asbestos issues and any previous remediation records for the Property, including review of and potential responses to the concerns and issues raised by APCD relating to asbestos at the Property.
 - c. Report A shall outline available options to mitigate asbestos containing material in the Property.
 - d. To reach the goal of re-occupancy of the Property, Report A shall include recommendations on how to comply with all local, state, and federal laws and regulations related to asbestos.
 - e. Report A shall include discussion of several potential strategies and alternatives for reoccupying the building. Report A shall identify options that include the associated cost estimates and timelines for each option presented.
 - f. Report A shall be delivered to the Contractor Administrator by March 6, 2020.

2. Prepare a Project Closeout Report (Report B) that summarizes compliance activities of abatement contractor between the period of January 16, 2020 through January 31, 2020, at the Property, this report will be due by March 13, 2020, to the Contract Administrator. Consultant shall not start Report B until Report A is completed and receives authorization to begin Report B by the Contract Administrator.
3. Development of an Operation and Maintenance Program for the Property (Program).
 - a. Consultant shall not start the Program until Reports A and B are completed and receives authorization to begin the Program from the Contract Administrator.
 - b. The Program must provide strategies and recommendations to meet requirements of all local, state, and federal asbestos-related regulations.
 - c. At a minimum the Program should include a glossary of terms, locations of known asbestos containing materials (ACM) in the building, best practices for working near (ACM), cleaning procedures, structure of maintenance log and training required for employees and any work being done by employees, subcontractors, contractors or outside vendors within the building.
 - d. The Program should have a section on procedures to follow for fiber release episodes, including both major and minor.
 - e. The Program should include recommended schedule for periodic visual assessment of ACM condition and air monitoring.
 - f. The Program shall include proper ACM disposal and onsite temperature waste storage.
 - g. The Program shall include training requirement for property managers and any contractors scheduled to perform work at the Property.
 - h. The Program shall include a process to ensure proper notifications of future and ongoing work is provided to all occupants, and the procedures of communication are defined when any work shall commence at the Property.
4. As-Needed Support to include but not limited to:
 - a. Attending meetings, miscellaneous research, presentations, briefings, strategic counsel, coordination with outside vendors, and coordination with local, state, and federal regulatory agencies.
 - b. Assist the City in facilitating discussions and communications with the APCD regarding the asbestos issues at the Property to support re-occupancy of the Property.

- c. If the City requests Consultant to attend a meeting on a day the Consultant is not on site (either at Property or at City Hall), and that the City has not provided at least 4 hours of notice prior to the meeting, then Consultant will be allowed to charge the City travel time from her home to the meeting location and back to her home, for those situations only. At the time of the request, Consultant shall notify Contract Administrator that travel time will apply and Contract Administrator can either reschedule the meeting, to a time that provides at least 4 hours of notice, or agree to pay the travel time.
5. Daily reports on the completion of the Scope of Work and hours worked shall be summarized weekly (Weekly Summaries). The Weekly Summaries shall be provided to the Contract Administrator every Monday, unless otherwise agreed to by the Contract Administrator in writing.

C. ROLES AND RESPONSIBILITIES

1. **Consultant's General Roles and Responsibilities**

With respect to all services provided to the City, Consultant will fulfill the following operational roles and responsibilities:

1. Provide invoices on a bi-weekly basis with all related justification (back-up) attached for approval by Contract Administrator. Bi-weekly invoices shall be broken down by hours worked for each Task (as called out in section D Fees below). Contract Administrator may ask for additional clarification and/or backup for any invoice submitted; and
2. Provide Weekly Summaries on a weekly basis, due every Monday to the Contract Administrator; and
3. Will only bill the City for hours actually worked (except when travel time is allowed under B.4.c. above).

D. FEES

Task	Fee
Research of current project, review original as-builts, site visits, oversight to ensure compliance of vendors with state and federal regulatory requirements	\$325.00/hr
Attend meetings/conference calls/other unspecified requested duties (Travel Time under B.4.c.)	\$325.00/hr
Development of a written site-specific Operations and Maintenance (O&M) Program (Program) for 101 Ash Street	\$325/hr
Develop a Building Assessment and Preliminary Budget Report (Report A)	\$325.00/hr
Preparation of Project Final Closeout Report for asbestos activities at 101 Ash Street (Report B)	\$325/hr

RESOLUTION NUMBER R- 312922

DATE OF FINAL PASSAGE APR 09 2020

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO RATIFYING AN EMERGENCY SOLE SOURCE AGREEMENT WITH SHEFA ENTERPRISES, INC. TO PROVIDE ENVIRONMENTAL HAZARD CONSULTING AND ADVISE ON ASBESTOS REMEDIATION PROTOCOLS FOR THE 101 ASH STREET BUILDING AND RELATED ACTIONS.

WHEREAS, the City of San Diego (City) Public Works Department is requesting ratification of the agreement between the City and Shefa Enterprises, Inc. (Agreement) that was executed February 28, 2020, and made effective retroactively to January 18, 2020, to provide environmental hazard consulting and advise on asbestos remediation protocols in response to the asbestos public nuisance declared at the 101 Ash Street Building by the County of San Diego Air Pollution Control District (APCD); and

WHEREAS, San Diego Municipal Code (SDMC) sections 22.3208(b) and 22.3208(d) authorize the award of emergency contracts without advertisement or a competitive process when it is necessary to safeguard life, health, or property due to extraordinary fire, flood, storm, epidemic, or other disaster, provided that the purchasing agent reports the emergency award and its justification to the Council of the City of San Diego (City Council) and the City Council ratifies the award by resolution and by a two-thirds vote; and

WHEREAS, on January 16, 2020, APCD sent a Notice of Violation to the City declaring a public nuisance at the 101 Ash Street Building, due to test results confirming asbestos containing material in an area near employee occupied space; and

WHEREAS, the City, on January 17, 2020, decided to evacuate employees from the 101 Ash Street Building to protect employees and the public, and sought out the advice of an

environmental hazard consultant, to quickly assess the situation in the 101 Ash Street Building and develop an effective asbestos remediation plan for the site; and

WHEREAS, Shefa Enterprises, Inc. was selected because Ms. Shefa is a Certified Asbestos Consultant with substantial experience in this field; and

WHEREAS, ratification of this Agreement requires a resolution passed by a two-thirds vote of the City Council; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, that the Agreement between the City and Shefa Enterprises, Inc. for environmental hazard consulting and asbestos remediation protocols, which was executed on February 28, 2020 by the Purchasing and Contracting Department, with a retroactive effective date of January 18, 2020, and is on file in the Office of the City Clerk as Document No. ^{RR-}312922, is ratified and approved.

BE IT FURTHER RESOLVED, that the Chief Financial Officer is authorized to expend an amount not to exceed \$200,000 from Fund 720045, Public Liability Fund, contingent upon the adoption of the Appropriation Ordinance for the applicable Fiscal Year, and contingent upon the Chief Financial Officer furnishing one or more certificates certifying that the funds necessary for expenditure are, or will be, on deposit with the City Treasurer, for the purpose of funding the Agreement.

APPROVED: MARA W. ELLIOTT, City Attorney

By /s/ Christina L. Rae
Christina L. Rae
Deputy City Attorney

CLR:cw
03/03/20
03/12/20 COR. COPY
Or.Dept: Public Works
CC No.: 3000013070
Doc. No.: 2341793_2

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego,
at its meeting of 04/07/2020.

ELIZABETH S. MALAND
City Clerk

By /s/ Gil Sanchez
Deputy City Clerk


KEVIN L. FAULCONER, Mayor

Approved: 4/9/2020
(date)

Vetoed: _____
(date)

KEVIN L. FAULCONER, Mayor



The City of San Diego
COMPTROLLER'S CERTIFICATE

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING

DEPT. NO.:

3000013070

1615

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: _____ Fund: _____

Purpose: _____

Date: _____ By: _____

COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
TOTAL AMOUNT									

FUND OVERRIDE

CERTIFICATION OF UNENCUMBERED BALANCE

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: \$200,000.00

Vendor: Shefa Enterprises, Inc.

Purpose: Ratify an emergency Sole Source Agreement with Shefa Enterprises, Inc. to support asbestos remediation efforts at 101 Ash Street

Date: March 4, 2020 By: Justin Byko

COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
1	720045			OTHR-00000000-GG	512008	1515	1515000011		\$200,000.00
TOTAL AMOUNT									\$200,000.00

FUND OVERRIDE

3000013070

Passed by the Council of The City of San Diego on APR 07 2020, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Barbara Bry	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jennifer Campbell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Ward	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Monica Montgomery	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mark Kersey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Cate	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scott Sherman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vivian Moreno	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Georgette Gómez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage APR 09 2020

(Please note: When a resolution is approved/unsigned by the Mayor, the date of final passage is the date the approved/unsigned resolution was returned to the Office of the City Clerk.)

AUTHENTICATED BY:

KEVIN L. FAULCONER
Mayor of The City of San Diego, California.

(Seal)

ELIZABETH S. MALAND
City Clerk of The City of San Diego, California.

By Connie Adderson, Deputy
for Stacy Ready

Office of the City Clerk, San Diego, California

Resolution Number R- 312922

Passed by the Council of The City of San Diego on April 07, 2020, by the following vote:

YEAS: CAMPBELL, WARD, MONTGOMERY, KERSEY, CATE, & GÓMEZ.

NAYS: BRY & MORENO.

NOT PRESENT: SHERMAN.

RECUSED: NONE.

AUTHENTICATED BY:

KEVIN L. FAULCONER

Mayor of The City of San Diego, California

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(Seal)

By: Gil Sanchez, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of
RESOLUTION NO. R-312922, approved on April 07, 2020. The date of final
passage is April 09, 2020.

ELIZABETH S. MALAND

City Clerk of the City of San Diego, California

(Seal)

By:  Deputy

